

ELECTED OFFICIAL BRIEFING MANUAL

**January
2022**

**Welcome Letter
Overview
Briefing Presentation
WIOA – A Primer for Local
Government Officials**

Board Membership:

**Overview
Committee Assignments
Terms Matrix**

**Legal Documents:
Fictitious Names
Interlocal Agreement
2021 Agreement to Establish
2020 Memorandum of Agreement
2021 Sub-Grantee Agreement
Bylaws**

**CareerSource CLM Locations/Hours
Regional Map**

Key Board Staff:

**Organizational Structure Chart
Resumes**

Current Budget Sheets

Performance Reports



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Thank you for agreeing to represent your County on the Citrus Levy Marion Workforce Development Consortium.

In advance of your first meeting, I am enclosing a “briefing book” which will provide you with background on the workforce area, the relationship of our three counties, and your role as representatives of your respective County Commissions and the Workforce Board.

The executive staff of the Board also serves as your staff as Consortium members. Their role is to make sure that you are informed of actions and legislation of our state and federal governments, the actions of the Board and that the Board is aware of any concerns or issues that you may have regarding decisions of the board and workforce services.

Over the years we have worked to provide a monthly report on key metrics that give you a snapshot of our services to your residents. The latest Annual Report is included in the briefing book. While we have a lengthy list of state performance metrics, the report that we provide to you and your other commissioners is focused on key metrics which previous commissioners have raised. These reports can be modified to provide you the information that is important to you.

Our business changes with the economy. We align our industry focus to ensure that we are supporting the economic development goals of each county. As the recession hit, our services refocused quickly to serve those displaced.

We are governed by federal legislation that establishes our business parameters and funding—the Workforce Innovation and Opportunity Act (WIOA). At the state level, we are subject to Florida Statutes 445. At the State level, our partners are CareerSource Florida, the state’s workforce development board, and the Department of Economic Opportunity the state’s administrative agency.

Key policy elements of WIOA direct our efforts:

- We are required to identify “target industry sectors.” Our sectors are manufacturing and logistics; healthcare; construction and technology careers.
- Our planning should become more “regional”. We are working with the three local workforce boards that follow I-75 North and I-10 West.
- More funds should be invested in services to out-of-school youth. We have already exceeded the federal requirements of 75% of our youth fund allocation.

The Board has adopted a Strategic Plan which focused on two new efforts: providing improved services to area professionals and developing a talent pipeline that moves high school graduates into careers that support our targeted sectors.

Working with the Mid-Florida Regional Manufacturers Association (MRMA) and the Marion, Citrus and Levy County School Boards and our economic development partners, we have started the Talent Pipeline. This series is designed to inform parents and students of the career options in their communities and through their educational institutions. It also lets businesses know what courses the educational partners offer that align with their needs.

The Talent Center is our response to career professionals and businesses need for professional candidate services. It will focus on assisting CF's graduates while also reaching out to area professionals in search of career changes. This effort is a partnership with CF, who is providing the space for the Center.

We have relocated our Levy Career Center closer to CF's campus and in the area next to Walmart. It has proven to be more visible and accessible to Levy County residents.

We look forward to working with you to connect residents to careers and support the economic development opportunities in our area.

Thank You,



Kim Baxley, Board Chair

The Citrus Levy Marion Workforce Area Overview

The approaches for delivery of workforce services have evolved over time through a series of federal initiatives dating back to 1964. Beginning in 1973, these federal initiatives were shifted to state and local governments. Since the 1984 federal legislation has required an increasing level of private sector partnership with local elected officials. Today's workforce boards are comprised of a majority of business owners from key sectors within the workforce areas.

In 1996, under Florida's Workforce Innovation Act- (Chapter 445 F.S.) state legislation that preceded, but largely paralleled, the federal 1998 Workforce Investment Act- the Governor and local elected officials collaborated to designate "workforce regions" within the State of Florida. The process also involved local groups, led by economic development organizations, that convened organizations involved in workforce development activities and business leaders. As a result of this process, Citrus, Levy and Marion Counties agreed that they should request designation as a workforce region. Twenty-three (23) other workforce were designated through this process.

Agreement between the elected official bodies of the three counties was required. Florida law provides that special districts can be formed to pursue governmental purposes under the authority of Florida Statutes, 163.01.

The Boards of Commissioners of Citrus, Levy and Marion Counties developed an Interlocal Agreement establishing the workforce region and designating a local government oversight process. That Interlocal Agreement established, a governing "consortium", whose membership is composed of one commissioner from each of the three counties.

The Agreement also authorized the consortium members to develop a local workforce plan and form a workforce board which met the requirements of state and federal law; to appoint its members and approve, on behalf of the three counties, documents and agreements necessary to carry out the local workforce development plan. The workforce plan is jointly approved by the consortium and the local workforce board.

The federal Workforce Investment Act was superseded by the Workforce Innovation and Opportunity Act of 2015 (WIOA). The basic structure established under WIA was continued under WIOA and state law contained in Chapter 445 has been revised to comply with the minimal structural changes of WIOA.

WIOA expands on the services to eligible citizens and calls for a more regional view of labor markets and coordination of services to support industry needs by defining key business sectors that align with the economic development aspirations of the area.

In Florida, each local board operates under a DBA of "CareerSource." Our local branding is CareerSource Citrus Levy Marion, or CareerSource CLM.



CareerSource
CITRUS | LEVY | MARION

ELECTED OFFICIAL BRIEFING

January 2022

- Federal Legislation:
 - Workforce Innovation and Opportunity Act of 2014 (WIOA)
 - Adult, Dislocated Worker and Youth funding
 - Workforce Investment Act (WIA)
 - Phased out, July 2016
 - Personal Responsibility and Work Opportunity Reconciliation Act (Welfare Reform, TANF)

- State Legislation
 - Florida Workforce Innovation Act, Title XXXI, Chapter 445, Florida Statutes
 - HB 1507- amends F.S. 445
 - Feasibility of consolidation/reduction of administrative entities
 - 10% withholding on ITA's
 - Board letter grades

- WIOA funds services to:
 - Adults
 - Youth
 - Dislocated workers
- Welfare Reform/TANF supports
 - Employment Services to those applying for “cash assistance”
 - Welfare prevention strategies

- State Pass-Through”
 - Wagner-Peyser: Public employment service
 - Re-employment: Assists unemployed insurance recipients
 - SNAP : Supplemental Nutrition Assistance Program
 - Veterans: Serves veterans with special staff

- Local Workforce Areas
 - Must have minimum size: 200,000/500,000
 - Initially proposed by the Governor
 - Requires approval of Chief Local Elected Official
 - In case of multiple units of general local government, must be designated in local agreement (Consortium Agreement, per F.S. 163.01)
 - Governor must approve final areas

- Local Workforce Boards
 - More than 50% business membership
 - Other mandated members: “partners”, labor, education, economic development, etc.
 - Membership Defined and Appointed by Consortium
 - Board has an operational agreement with Consortium on roles and responsibilities

- Florida's Workforce Innovation Act
 - Combined Welfare Reform, WIA and traditional state public employment services
 - Created "CareerSource Florida, (CSF), the state's workforce board as a private entity
 - Created state agency, Department of Economic Opportunity, to act as administrative entity for CSF

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- WIOA makes business and job seekers both “customers.”
- Calls for “Sector” focus
- No longer “unemployment office”.
- Business leads local boards
- Partnerships developed with Education and Economic Development
- Shift from Employment Security to Skill Security

- One commissioner from each county
- Delegated to act on behalf of county
- Determines size of Board and appoints Board Members
- Approves
 - Annual Plan
 - Selection of One Stop Operator and fiscal agent
 - By-Laws
 - Annual Budget
- Develops “operating agreement” with CLM
- Board staff serves Consortium

- Originally formed in 1996
- 33 member seats (some members fill more than one seat-private education fills private sector and post secondary ed.)
- Board meets quarterly, rotating locations
 - Committees meet between Board meetings
- In-person and telephonic meetings (zoom)

- Committees
 - Executive
 - Performance & Monitoring
 - Business and Economic Development
 - Marketing and Outreach
 - Career Centers
- Serves as administrative entity
 - Grant recipient, fiscal management & planning, direct services provider & workforce convener

- Retail operation
- Four (4) locations:
 - 683 South Adolph Point, Lecanto, FL
 - 2175 NW 11th Drive, Chiefland, FL
 - 2703 NE 14th St, Ocala, FL
 - Talent Center, CF Main Campus (Provides services to highly skilled professionals)
- Two mobile units
- Board Staff Managed

- Applicant services
 - Job search and referral
 - Training referral
 - Classroom
 - OJT
 - Internships
 - Apprenticeships
 - Workshops on job preparation, etc.

- Employer Services
 - Applicant recruitment/referral
 - Employed worker training
 - On-the-Job Training
 - Apprenticeship training
 - Internships
 - Professional candidate recruitment/referral, etc.
 - Outplacement

- Based upon national metrics of unemployment, poverty and number of TANF recipients-Counter-Cyclical
- Because of 21st Century economy, welfare reform efforts, need for services not represented by national metrics



Year	2019	2020	2021
WIOA	\$4,794,818	\$5,096,153	\$4,083,934
TANF	\$1,776,702	\$2,003,260	\$1,801,715
OTHER	\$4,059,187	\$2,421,448	\$2,352,400
TOTAL	\$10,630,707	\$9,520,861	\$8,238,089

- Habitat for Humanity- Phoenix Rising/YouthBuild/Eckerd Workforce
 - Marion County
 - Citrus County
- Marion Regional Manufacturer's Association (MRMA)

- Economic Development
 - Chamber & Economic Development Partnership (CEP)
 - Citrus County Chamber of Commerce
 - Nature Coast Business Development Council
 - Serve as employer of record
- Online Learning
 - College of Central Florida
 - Levy County

- Improving State systems and support
 - Connecting to talent from State Colleges and Universities
- WIOA
 - Regional Planning
 - Each workforce area in Florida should be deemed a regional planning area
- Implementation of HB1507

- Implement Targeted Sectors
 - Manufacturing/Logistics
 - Healthcare
 - IT Careers
 - Construction
 - Hospitality
 - Coordinated with economic development partners

- Implement Talent Center
 - Professional and highly skilled business talent
 - Serves as job placement service for the College of Central Florida
- Talent Pipeline
 - K-12 career awareness and employment transition
 - Video series
 - Career Expos
 - Senior placement

- Talent Pipeline (continued)
 - Business
 - Career awareness
 - Video series
 - Career Expos
 - Graduate hiring
 - Summer Employment
 - Expanded Apprenticeships
 - Partnering with CF, MTC, WTC and industry groups
- Online Learning

THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

A PRIMER FOR LOCAL GOVERNMENT OFFICIALS





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THE WORKFORCE INNOVATION AND OPPORTUNITY ACT

A PRIMER FOR LOCAL GOVERNMENT OFFICIALS

Table of Contents

4	Introduction: A Workforce System for the Next Decade and Beyond
8	Governance – Who’s on First?
12	Local Workforce Areas
15	Chief Elected Officials
18	Local Workforce Development Boards
28	The One-Stop Career System
31	Training
34	Youth Services
38	Performance
40	Conclusion

INTRODUCTION: A WORKFORCE SYSTEM FOR THE NEXT DECADE AND BEYOND

A WORKFORCE SYSTEM FOR THE NEXT DECADE AND BEYOND

The Workforce Innovation and Opportunity Act of 2014 (WIOA)¹ is a bill of opportunity and daring. It was born as the country was shaking off the remnants of a recession and reflects Congressional support of America's Job Centers² as well as a desire on the part of the Congress to leverage all of the federally funded workforce programs so that limited funds can serve expanded demand. The Statement of Managers, which accompanied the publication of the bill refers to WIOA as the **“nation's primary programs and investments in employment services, workforce development, adult education and rehabilitation activities.”** WIOA, replaces the Workforce Investment Act of 1998, (WIA)³ reauthorizes the Adult Education and Family Literacy Act of 2003⁴, amends the Wagner Peyser Act of 1933⁵, amends and reauthorizes various sections of the Rehabilitation Act of 1973⁶.

WIA was Congress' first serious attempt to urge states and localities to coordinate and integrate programs and services. The degree to which state and local workforce providers cooperated was largely left to the good intentions of the agencies and organizations providing the services. In WIOA, we see the future of workforce unfolding into a system of coordinated, integrated and regionalized service delivery moving closer and closer to seamless access for the job seeker and business customers.

Of the nation's investments in workforce, the WIOA adult, dislocated worker and youth systems, programs and assets are the three funding streams whose resources, investments and activities are controlled by local elected officials together with the majority private sector boards that they appoint.

The WIOA Title I adult, dislocated worker and youth funds are awarded by formula to each local workforce development area. Chief local elected official(s), together with their local workforce development boards, are charged with making policy decisions for their area to address the workforce needs of their citizens and residents. Economic, business and job development are local initiatives. The opportunity for local areas in WIOA lies in the agility of local board members and local elected officials to immediately respond to the changing needs of their local communities. WIOA has great flexibility allowing local decision makers to be nimble in implementing the right strategy, at the right, time to satisfy the demands of their local economy.

One of the most critical changes to WIOA from its predecessor WIA is recognizing the employer as a customer with needs equal to those of workers and jobseekers. The local system operated under this assumption throughout WIA implementation but the formal acknowledgement in WIOA clearly appreciates the significant role of employers in any workforce strategy. This opens the door to being able to invest resources in new ways to engage employers and is sure to make the workforce system more relevant to employers.

¹The Workforce Innovation and Opportunity Act 29 U.S.C. § 3101 et seq

²Often referred to as one-stop centers or one-stop career centers

³28 U.S.C. § 2801 et seq (2015)

⁴29 U.S.C. § 3101 et seq (2015) Note (Chapter 32, Subchapter II)

⁵29 U.S.C. § 49 et seq (2015)

⁶29 U.S.C. § 701 et seq (2015)

Another central theme that winds its way throughout the legislation is coordination among core and one-stop partners with respect to funding, data collection and sharing information. Acknowledging the benefit of coordination is what will make the partners work in unison.

To make sure that workforce partners, providers and the public are involved in as much of the decision making as possible, state and local boards must make their membership, meetings, meeting minutes and their plans available to the public. Decisions including approval of state and local plans must be made in the “sunshine” and membership lists, member affiliations, meeting minutes and notice of meetings need to be published in advance to give the public access to the process. So while workforce boards may be smaller under WIOA, the tent is pitched so that everyone may enter and be a part of the one-stop as well as many of the decision-making processes.

Shortly after the passage of WIOA, the United States Department of Labor (USDOL) held a series of capacity-building sessions to introduce WIOA to the workforce system. They described the changes in moving from WIA to WIOA with the follow phrases:

- Strengthening the governing bodies that establish state, regional and local workforce investment priorities;
- Fostering regional collaboration to meet the needs of regional economies;
- Aligning federal investments to support job seekers and employers;
- Targeting workforce services to better serve job seekers;
- Improving services to individuals with disabilities;
- Helping employers find workers with the necessary skills; and
- Aligning goals and increasing accountability and information for job seekers and the public.



WIOA and its proposed regulations unfold over more than 1,000 pages of text. Another way of describing the change from previous workforce legislation is encapsulated in the following broad topical areas:



GOVERNANCE



REGIONALISM



COORDINATION



ONE-STOP OPERATIONS



EMPHASIS ON SELF-SUFFICIENCY FOR THE NATION'S MOST FRAGILE



BUSINESS AS A CUSTOMER



INVESTMENTS IN TRAINING



YOUTH PROGRAMS



PERFORMANCE

GOVERNANCE: WHO'S ON FIRST?



ANSWER: The state.

QUESTION: How does my city, county, municipality become a workforce area?

ANSWER: It's complicated.

THE STATE'S ROLE

As in WIA, Governors are tasked with appointing state board members just as the chief, local elected officials in a workforce development area are tasked with appointing local board members. Membership on both the state and local boards is different under WIOA from what was required under WIA. The following chart shows the difference in membership at the state board level under WIA and WIOA:

STATE BOARD MEMBERSHIP

Required Category	WIOA ⁷	WIA ⁸	Notes
One member from each chamber.	Yes	Yes	Appointed by the presiding officers of each chamber, same as WIA.
Private sector majority.	Yes	Yes	WIA and WIOA have similar nominations processes with the governor selecting the chair. WIOA requires small business representatives and includes representatives of business organizations in the definition of private sector member.
Organized Labor.	20%	2	WIOA requires a minimum of three labor representatives. To meet the 20 percent requirement for this category, the balance of the members may be representatives of labor or community based organizations.
Representatives with experience with respect to youth activities.	No	2	
One member with primary responsibility for Vocational Rehabilitation.	Yes	Yes	These are the core partners. They share common performance measures. State board members may only represent one category of membership, business, workforce or government. Under WIA, these funding streams were required one-stop partners
One member with primary responsibility for Wagner-Peyser.	Yes	Yes	
One member with primary responsibility for the adult, dislocated workers and youth workforce funding streams.	Yes	Yes	
One member with primary responsibility for Adult Education and Family Literacy.	Yes	Yes	
Chief elected officials from a city and a county where appropriate.	Yes	Yes	
State agency officials from agencies that are one-stop partners.	Optional	Yes	
State agency officials representing economic development.	Optional	Optional	
Individuals representing Native American Tribes.	Optional		
State agency officials representing education.	Optional	2	WIA required two representatives with experience and expertise in the delivery of workforce investment activities, which could be from the community colleges or community-based organizations.
State agencies representing Juvenile Justice.		Optional	No specific reference in WIOA.

⁷29 U.S.C. § 3111 (2015)

⁸29 U.S.C. § 2821 (2014)

WIOA is much more detailed than WIA in its description of state board functions. Apart from setting policy and making recommendations on state level deployment of WIOA, there are new responsibilities that directly affect local delivery systems.

The chart below compares the state board’s role under WIA and WIOA.

THE STATE WORKFORCE DEVELOPMENT BOARD	
WIA	WIOA
Development of the state plan.	Development, implementation, and modification of the state plan.
Comment annually on the Carl D. Perkins Vocational and Applied Technology Education Act measures.	Review statewide program policies. Make recommendations on the alignment of workforce programs to achieve a comprehensive and streamlined system. Review and comment on non-core program one-stop partner state plans.
Development and continuous improvement of statewide system activities carried out by the one-stop system. Develop linkages to assure coordination and non-duplication among one-stop partners. Review local plans.	The development and continuous improvement of the workforce system including: <ul style="list-style-type: none"> • Identify barriers and ways to remove barriers to better coordinate, align, and avoid duplication among the system’s programs and activities; • Identify regions, including planning regions. Designate local areas after consultation with local boards and chief elected officials; • Develop strategies to support the use of career pathways for low-skilled adults and youth with barriers to employment or disabilities with workforce activities, education, and support services to enter or retain employment; • Develop outreach and improved access strategies to workforce system services for job seekers and employers; • Develop and expand in-demand industry / occupational sector strategies to meet employer, worker and job-seeker needs; • Develop and continuously improve the local one-stop system by assisting local boards, one-stop operators, one-stop partners, and providers with planning, service delivery, training and support services; • Develop strategies to support staff training and awareness across the workforce system;
Develop local allocation formulas for adult and youth activities.	Develop local allocation formulas for adult and youth workforce activities.
Develop statewide employment statistics system per Wagner-Peyser Act §15(e).	Develop the statewide workforce and labor market information system.
Prepare the annual report to the Secretary.	Prepare the annual reports.

THE STATE WORKFORCE DEVELOPMENT BOARD

WIA

WIOA

Develop continuous improvement of state performance measures to assess the effectiveness of the workforce investment activities in the state as required under §136(b).

Develop and update state performance accountability measures, including state-adjusted levels of performance, to assess the effectiveness of the core programs;

Identify and disseminate best practices for:

- Business outreach partnerships and service delivery strategies for use by the one-stop;
- Development of effective local boards, how to exceed performance measures, sustain fiscal integrity, and any other measures of effectiveness;
- Training programs that respond to real-time labor market analysis, use of direct and prior learning assessments to measure knowledge, skills, competencies, and experience, to evaluate transferability of skills, and competencies for placement into employment or career pathways.

Develop and review statewide policies affecting coordination of services in the one-stop regarding:

- Objective criteria and procedures local boards can use to assess the effectiveness and continuous improvement of one-stop centers;
- Guidance regarding the allocation of one-stop center infrastructure funds;
- Policies regarding roles and contributions of entities carrying out one-stop partner programs in the one-stop including how to facilitate cost allocation in such system.

Develop technology based strategies to facilitate access to, and improve the quality of one-stop services and activities by:

- Enhancing digital literacy skills;
- Accelerating skill and post-secondary credentials acquisition;
- Strengthening the professional development of providers and workforce professionals;
- Ensuring technology is accessible to individuals who reside in remote areas or have disabilities.

Develop strategies, with local input, to align one-stop partner technology and data systems to improve services coordination, implement common intake, data collection, case management, performance measures and reporting processes.

Develop policies to promote statewide objectives and enhance the performance of the state workforce development system.

Develop an application for an incentive grant under section 503.

As can be seen by comparing the list of WIA responsibilities against the list of WIOA responsibilities, the state board has been assigned broad authority under WIOA to provide policy and guidance to local boards, local one-stop delivery systems and one-stop partner programs. While many of the state board recommendations and decisions affecting the local workforce areas require consultation with local elected officials and local boards, consultation has not been further defined in the law or regulations and as such may be construed as nothing more than notice and an opportunity to be heard. There is no requirement for the state to act on the consultation.

The areas requiring the state to consult with the local elected officials and/or boards consist of:

STATE DECISIONS REQUIRING CHIEF LOCAL ELECTED OFFICIAL/LOCAL BOARD CONSULTATION
DESIGNATION OF LOCAL AREAS
DESIGNATION OF REGIONS ESTABLISHMENT AND OPERATION OF THE FISCAL AND MANAGEMENT INFORMATION SYSTEM
THE CRITERIA TO BE USED TO CERTIFY ONE-STOP CENTERS
GUIDANCE ON EQUITABLE AND STABLE ONE-STOP INFRASTRUCTURE FUNDING
NEGOTIATING WITH ONE-STOP PARTNERS ON FUNDS FOR ONE-STOP INFRASTRUCTURE
THE LOCAL ALLOCATION FORMULA FOR ADULT, DISLOCATED WORKER AND YOUTH FUNDS
WAIVER REQUESTS

LOCAL WORKFORCE AREAS

To be awarded WIOA funds, states must first designate local workforce development areas⁹. The purpose of a local area is to serve as a jurisdiction for the administration of workforce development activities and funds allocated by the state for the one-stop system, adult, dislocated worker, and youth programs¹⁰. The local governmental unit is the grant recipient for the formula funds awarded to local workforce development areas and is liable for the funds. Within each local workforce development area, the local workforce development board, appointed by the chief local elected official(s), oversee the functions of the administrative entity. The local boards, together with the chief local elected official(s) as assigned by WIOA, are responsible for strategic planning, service delivery design choices, resource investment decisions, one-stop infrastructure cost negotiations, and coordination among the one-stop partners at the sub-state level.

Previous workforce legislation dating back to the Comprehensive Employment and Training Act of 1973¹¹, identified local areas using local units of government and population as the criteria. Once an area consisting of a unit or two or more contiguous units of local government met the population threshold, a request by the chief local elected official to be designated a local workforce area had to be honored by the state. The criteria for designation as a local workforce area under WIOA are different from previous legislation.

Under WIOA, local workforce areas which were workforce areas under the Workforce Investment Act (WIA) of 1998 must be designated if:

- The area met the federal performance measures for the two program years preceding the passage of WIOA;
- The area exhibited fiscal integrity; and
- The chief local elected official requests designation.

⁹ There are a few states which are considered single workforce area states. In those states the governor acts as the chief local elected official for the statewide workforce area and the state board stands in the place of a local board. States which had local areas under WIA cannot become single state areas under WIOA, unless all the local areas agreed not to seek designation.

¹⁰ 20CFR679.220 (2015)

¹¹ 29 U.S.C. § 801. Repealed

¹² Training Employment Guidance Letter 27- 14 (April 15, 2015)

¹³ 29 U.S.C. §3121. Met performance is further defined to mean that the local area met at least 80% of the negotiated level of performance. Met and failed performance will be defined in accordance with the state's plan following initial designation.

The terms “performed successfully” and “fiscal integrity” are defined in the statute and by the USDOL in a Training and Employment Guidance Letter (TEGL)¹² and in their proposed regulations. “Performed successfully” means that a local area met their negotiated federal performance measures for the two years preceding WIOA enactment and thereafter for the two year modification period governing local plan approval. “Met negotiated performance” means the local area did not fail any individual measure two years in a row¹³. “Fiscal integrity” means that there has not been a formal determination by the Secretary of Labor that the grant recipient or administrative entity mis-expended funds due to willful disregard of the law or regulations, gross negligence, or failure to comply with accepted standards of administration for the two-year period preceding the determination.

Designation of local areas is biennial. Thereafter to continue to be eligible for designation, performance and fiscal integrity standards must be met every two years by those areas which were designated under the above criteria. Once initial designation is satisfied, the proposed regulations relieve local elected officials from having to request re-designation every two years.

If a political unit or units of government was not previously designated as a workforce area, WIOA provides guidance for state consideration of an application by a single or multiple units of local government through its chief elected officials. But workforce area designation status is at the governor’s discretion following state board recommendation. Local governmental units that were not previously workforce areas are dependent upon the below listed criteria, state board recommendation and governor approval to be designated.

DESIGNATION CRITERIA FOR NEW WORKFORCE DEVELOPMENT AREAS

- The extent to which an area is consistent with labor market areas;
- The extent to which an area is consistent with regional economic development areas;
- Whether the area has sufficient federal and non-federal resources to administer the WIOA activities, and
- The availability of education and training providers in the area.

There is no mandate in the law to grant a local request. In addition to consultation with chief local elected officials, the governor must allow an opportunity for the local elected officials, the local board and the public to provide public comment prior to a final decision. Governors may re-designate areas at any time, even within the two year designation period upon a request from an area that meets the above criteria and is recommended for designation by the state board, or upon review and evaluation of whether an area continues to meet the requirements for designation.

If a local area is not initially or subsequently designated, the law requires the state to provide a “due process” appeal. Local areas may appeal a denial of workforce area designation to the Secretary of Labor once the state level appeal process has been completed.

REGIONALISM



In addition to designating local workforce development areas to be awarded their WIOA state grant, governors must develop a policy and process for identifying regions in their state¹⁴ in consultation with local boards and chief local elected officials by July 1, 2017. Regions may consist of a single workforce development area, two or more contiguous workforce areas, or even two or more contiguous interstate workforce areas. When a region consists of two or more workforce development areas they are referred to as “planning regions.”¹⁵ Designated local workforce development areas may not be split and assigned to two different regions.

In creating regions the governor may consider whether the local workforce areas:

- Share a labor market area;
- Share a common economic development area;
- Possess the federal and non-federal resources to administer WIOA activities;
- Population centers;
- Commuting patterns;
- Land ownership;
- Industrial composition;
- Location quotients;
- Labor force conditions;
- Geographic boundaries; and
- Additional factors the Secretary of Labor might prescribe.

If two or more local workforce development areas are assigned to a region and become a “planning region,” the local workforce development boards and chief elected officials must enter into a joint planning process that results in:

- A single regional plan rather than individual workforce development area plans;
- Development of regional service strategies for job seekers and workers;
- Development of cooperative service delivery agreements;
- Development of sector initiatives for in-demand industries and occupations;
- The analysis and use of the region wide labor market data in partnership with the state;
- The establishment of administrative cost arrangements including the pooling of administrative costs as appropriate;

- The coordination of services with regional economic development initiatives; and
- Agreement on how the local workforce areas in the planning region will negotiate local performance accountability measures for the planning region.

Clearly, local areas grouped into regions will have to behave as one entity even though the allocations to each area within the planning region will be separately awarded. This may present some challenges depending upon the relationship and the focus of the local areas within a planning region. WIOA requires states to provide financial assistance to local areas that want to merge and become one area. The takeaway here is that WIOA may, over time, result in fewer local workforce areas. Smaller areas may consolidate within the regions they are assigned to and become part of a larger overall workforce area.

CHIEF LOCAL ELECTED OFFICIALS

Once a local workforce area has been designated, the chief local elected official is required to appoint a local workforce development board. There must be one workforce development board for each workforce development area in a state. Workforce development boards are organized differently around the country. Some of the boards are organized as not for profit corporations. Others operate under the umbrella of a local governmental unit in a manner similar to that of a planning and zoning board appointed by a county or municipality. Staff providing support for the board may be employed directly by the board, by a governmental unit in the workforce development area, by a council of governments or an alternative entity under contract with the board or governmental unit.

In a workforce development area consisting of one unit of local government, it is easy to identify the chief local elected official. It will either be the mayor or the chair of the county commission, depending on the nature and type of governmental unit. In a local area that includes more than one unit of general local government, it will be those elected officials designated pursuant to a contract or an agreement, sometimes referred to as an inter-local agreement, entered into between those units of government to form a consortium of governments as described in WIOA §107 (c)(1)(B).

¹⁴ 29 U.S.C. §3121, WIOA §§102(b)(2)(D)(i)(ii), 106(a)(1), 20 CFR 679.210 (2015)

¹⁵ Id.

“IN GENERAL. In a case in which a local area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials ...”

The agreement must address who will appoint the local workforce development board members, the appointment process, and how the local elected officials will carry out the responsibilities assigned to local elected officials under WIOA. Where local elected officials representing multiple units of government in a local workforce development area cannot come to an agreement, the law directs the governor to step in and appoint the workforce development board.

Multiple units of government entering into an inter-governmental or inter-local agreement may consider creating a council or board consisting of a representative number of elected officials from the units of government in the area authorized to act for all the governmental units in that workforce area. Generally these agreements should describe:

- How the WIOA required actions and activities attributable to the local elected officials will be carried out;
- The process for selecting one of the elected officials to serve as the chief local elected official for the local area;
- How liability for the funds will be distributed among the governmental units; and
- The selection process for the workforce development board members.

The agreement may also include any other conditions agreed to by the elected officials. The form of agreement will be governed by the state law.

The following are the responsibilities assigned solely to local elected officials under WIOA:

SERVE AS THE GRANT RECIPIENT OR DESIGNATE A SUB-GRANT RECIPIENT

The governmental unit may be the grant recipient, employ the staff that comprises the administrative entity or may designate the board or a third party entity to serve as the sub-grant recipient.

ENTER INTO AGREEMENTS WITH EACH OTHER IN MULTI-JURISDICTIONAL AREAS

If a local workforce development area consists of more than one unit of general purpose government, the local elected officials must agree on how the responsibilities assigned to chief local elected officials will be deployed.

The agreement would ordinarily be approved by a county commission, city council or similar body. The agreement may assign the responsibility for the official who will be the chief local elected official for the area, or may allow for the elected officials, who represent each of the governmental units to select who among them will fill that role. They may even agree to rotate the role of chief elected official.

BE LIABLE FOR THE FUNDS

While the grant recipient (the sub-state governmental unit) may not transfer liability for the funds, the grant recipient may and should require that their sub-grant recipient purchase appropriate insurance coverage and that the policies indemnify or co-insure the grant recipient. Generally, almost every contingency can be covered by insurance except mismanagement. Even then errors and omissions insurance may cover all possible contingencies. However, the cost of errors and omission insurance may have to come from non-federal resources.

REQUEST LOCAL AREA DESIGNATION

In order for an area to be designated, the chief local elected official must request in writing that the governor designate the area as a workforce development area. WIOA provides that once designation is perfected, it will be assumed that the chief local elected officials want to continue to be designated without their having to make the request at the end of every workforce plan cycle. WIOA chief local elected officials would only need to make a request if they no longer wanted their governmental unit to be a workforce development area, wanted to join a different area or wanted to merge areas.

SELECT A FISCAL AGENT

The governmental unit determines the organization that will serve as the fiscal agent as it is the governmental unit that is liable for the funds. Most frequently, if the local governmental unit does not want to act as the fiscal agent, the local workforce board serves as the fiscal agent/administrative entity and disburses the funds, but that is not the only option. A third party organization may also serve as the fiscal agent and/or the administrative entity and be responsible for disbursing the funds. The entity serving as the fiscal agent draws down the grant funds, reports on expenditures to the state, and provides for an annual audit in accordance with the Office of Management and Budget requirements. The ability to provide an accurate monthly financial report on expenditures means that the board and elected officials can make course corrections as needed to assure funds allocated to the local area are being spent as intended. The expenditure of funds is governed by the “first in first out” rule, meaning the oldest money is

deemed to have been expended prior to any later award of funds. Local areas have two years to spend their funds and may only carry forward 20 percent of their allocations from one year to the next. Local areas which cannot accurately account for their expenditures on a monthly basis may also be experiencing other more serious fiscal integrity issues.

CREATE BY-LAWS WITH RESPECT TO THE LOCAL BOARD APPOINTMENT PROCESS

This is a new requirement under WIOA intended to squarely place the appointment process for the local workforce development boards on the chief local elected official(s).

APPOINT LOCAL WORKFORCE BOARD MEMBERS

All private sector members recommended for appointment to the local board must be nominated by a local business association, such as a chamber or economic development council, or by a trade association.

There is also a nomination process applicable to non-private sector and labor representatives. Many local workforce development boards have standing or ad hoc nominating committees. These committees assist in identifying persons in the community interested in serving on the local board.

Individuals appointed to local boards are expected to have optimum policy-making authority for their organizations. This means that they can make commitments for their organization. In making appointments, an individual may represent more than one category of membership if they meet all the criteria for representation. All required board members must have voting privileges

IDENTIFY INDIVIDUALS IN ADDITION TO THE MANDATORY BOARD MEMBERS TO SERVE ON THE LOCAL BOARD

Chief local elected officials may appoint individuals to the local workforce development board in addition to the mandatory members so long as: 1) the appointments do not run afoul of the governor's certification requirements; 2) the majority private sector requirement is maintained; and 3) the 20 percent labor representatives requirement is met. When non-mandatory members are appointed to the board, the appointing official must determine whether to award voting privileges to the non-mandatory board member.

CONSULT WITH THE GOVERNOR ON THE REORGANIZATION OR DECERTIFICATION LOCAL BOARDS

Reorganization and decertification are punitive actions available to the governor to address failed performance, fraud, abuse or mismanagement.

The role of the local elected officials in oversight over the workforce system can be limited to those things described in the law or can be expanded to meeting jointly with the board they appoint and weighing in on all the decisions.

The local elected officials appoints the local workforce boards. Prior to doing this the statute and regulations state that the chief local elected official must establish by-laws that describe the appointment process. The by-laws must include:

- The nomination process for the board chair and members;
- The length of the board member appointment terms. Member terms must be staggered so not all member terms expire at the same time;
- Board member term limits;
- The notification process for board vacancies;
- Whether proxies or alternate designees will be allowed;
- How technology, such as phone and the internet, will be used to promote board participation;
- A process to ensure the board convenes local stakeholders, brokers relationships with employers and leverages support for the workforce system;
- Any other conditions governing appointment or membership on the local boards as desired by the elected official(s).

These are new requirements. The purpose is to assure local elected officials stay connected with their boards.

Local workforce development boards can be much smaller than the workforce investment boards under WIA. It is no longer required that the local boards include a representative of each of the mandatory one-stop partners. Other than the private sector and organized labor members, the other categories of membership require only one representative. WIA boards ranged from 33 members to over 50 members. WIOA boards may number as few as 19 members. This reduction in required board members was in response to: 1) the difficulty experienced by some rural communities in filling all the required seats, and 2) a consensus that it was difficult for the large WIA boards to be as strategic as was anticipated by the previous legislation.

WORKFORCE DEVELOPMENT BOARD MEMBERSHIP AND NOMINATION REQUIREMENTS

LOCAL WORKFORCE DEVELOPMENT BOARDS

Category	Nominated By	Notes
Private Sector ¹⁶	Local business organizations or business trade associations.	Must be the majority of the members. Two Members must be from small business. ¹⁷
Labor Representatives Minimum of three members	Local labor federations or, if none, by other representatives of employees.	Must comprise 20 percent of the board. Two members from labor organizations. ¹⁸ One training director or union member from a joint labor-management or union-affiliated registered apprenticeship program. The balance of the 20 percent may be from specified community-based organizations. ¹⁹
A provider administering adult education and literacy activities	If there is more than one provider locally, the providers nominate the member.	One Member. Core One-Stop Partner.
A higher education representative	If there is more than one provider locally the providers nominate the member.	One Member. Provide workforce investment activities. Can be the community college.
An economic and community development entity representative		One Member.
The state employment service office		One Member. Wagner-Peyser Act Core One-Stop Partner.
Vocational Rehabilitation		One Member. Rehabilitation Act Core One-Stop Partner.
Entities administering education and training activities		Optional Member. Representatives of local educational agencies or community-based organizations with expertise assisting individuals with barriers to employment.
Governmental and economic and community development entities		Optional Member. May represent transportation, housing, and public assistance programs.
Philanthropic organizations		Optional.
Other individuals selected by the chief elected official		

¹⁶Means an owner, chief executive officer, chief operating officer, or individual with optimum policy-making or hiring authority and provide employment opportunities in in-demand industry sectors or occupations

¹⁷Small business is defined in accordance with the US Small Business Administration

¹⁸Where labor organizations don't exist in the area, representatives must be selected from other employee representatives. If no union-affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation would be appointed.

¹⁹1) Expertise in addressing the employment, training or education needs of individuals with barriers to employment; 2) Serve veterans; 3)Provide or support competitive integrated employment for individuals with disabilities; 4)Expertise serving eligible youth.

CHIEF LOCAL ELECTED OFFICIALS AND LOCAL WORKFORCE DEVELOPMENT BOARDS

The state, chief local elected official(s) and local boards all have distinct and overlapping roles in providing policy direction and oversight over the workforce development system. At the local level, the chief local elected official(s) and local workforce development boards are jointly responsible for the tasks listed below.

COMMENT ON THE STATE PLAN

This is an opportunity for the board and elected official(s) to provide their input on those portions of the state plan which will impact the local workforce development system.

DEVELOP THE LOCAL FOUR-YEAR PLAN

The local plan is the road map that spells out how the resources allocated to the local workforce development system will be invested in meeting the WIOA objectives. The local plan must be reviewed and updated every two years to reflect changes in the local economy.

REGIONAL PLANNING

Regional planning means that the local board and chief local elected official(s) in all the areas that comprise the region must agree to the elements of a single local plan. The plan will need to reflect how the region will coordinate to provide seamless access to services across the region.

SET POLICY FOR THE LOCAL AREA

The chief elected official and local board set policy for the local area. It is important for the chief local elected official(s) and local board to determine what matters must come before them and what can be handled by staff. Anything that must come before the board and/or the chief local elected official(s) should appear on a board agenda for approval at a publicly noticed meeting.

ENTER INTO AN AGREEMENT REGARDING THEIR ROLES AND RESPONSIBILITIES

The local governmental units and local boards may serve in a variety of roles such as fiscal agent, local board staff, one-

stop operator, direct provider of career services and/or training provider. WIOA requires that chief local elected official(s) and the board enter into an agreement to spell out their respective roles and responsibilities. A good way to do this is to list each of the governance and policy areas required by WIOA and assign them to the chief local elected official(s), the workforce development board, the board and elected officials acting in concert, or the staff. By doing this, each actor in the administration of the funds, programs, activities and services will know where their responsibility lies.

DEVELOP THE LOCAL BOARD BUDGET

The joint responsibility of deciding on the funds necessary to support the local board must be done in the context of all the other services and activities which need to be funded in the local area. In practice, it is the entire budget which must be considered and approved. In addition to approving how federal funds will be spent, WIOA requires joint approval regarding the use of non-federal funds.

APPROVAL OF NON-MANDATORY ONE-STOP PARTNERS

WIOA lists those programs and funding streams that legislatively must participate in the one-stop system. These programs are referred to as the mandatory partners. Often other organizations want to be included. All non-mandatory partners must be approved by the chief local elected official(s) and the local workforce development board. The one-stop partners must enter into a memorandum of understanding (MOU) with the local board regarding the deployment of their services through the one-stop and their support of the infrastructure. Non-mandatory partners must be willing to participate in the one-stop MOU.

SELECT AND TERMINATE THE ONE-STOP OPERATOR

The one-stop operator is selected jointly by the chief local elected official(s) and the local workforce development board. The one-stop operator is required to be competitively selected.²⁰ A new procurement must be released every four years. The chief local elected official(s) and local workforce development boards must agree if the workforce development board wants to serve as the one-stop operator. However, even if they agree, the local board must still participate in a competitive procurement that has the firewalls in place to assure that conflict-of-interest principles are observed. Finally when the

²⁰One-stop operator selection must be made in accordance with the procurement requirements set forth in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards.

local board wants to serve as the one-stop operator, gubernatorial approval is also required. The roles and responsibilities of the one-stop operator are not specified in WIOA, except to require that the one-stop operator coordinate among the one-stop partners. Local workforce development boards, together with their chief local elected official(s), would be responsible for determining the responsibilities of the one-stop operator and including those responsibilities in the one-stop operator procurement specifications.

WORK WITH THE GOVERNOR IN A DISASTER

In the event of a natural disaster or when a governor declares a state of emergency, funds are often allocated to assist the affected areas to recover from the disaster.

OVERSIGHT

Local workforce development boards and chief local elected official(s) are responsible for providing program and fiscal oversight. This is one of their most important joint responsibilities. Every three years local boards must assess the effectiveness, program and physical accessibility of the one-stop using continuous improvement principles developed by the state board, as well as any stipulated local criteria. While the assessment must occur every three years, it is expected that local boards and elected officials will review and the update continuous improvement criteria every two years as part of the local plan modification process. One-stops will have to meet state and local certification criteria in order to be able to receive contributions toward the funding of the infrastructure from the core partners.

NEGOTIATE THE PERFORMANCE MEASURES

There are six federal adult/dislocated worker and six federal youth WIOA performance measures. The measure attainments are negotiated first between the state and the Department of Labor and then by the governor and local workforce areas or regional planning areas. Failure to meet a measure two years in a row may lead to reorganization of the local board.

APPEAL A GOVERNOR DECISION TO REORGANIZE

Local boards may be decertified or subject to reorganization:

- If they fail the same performance measure two years in a row;
- For fraud or abuse;
- For failure to carry out the functions of the local board as described in WIOA and the regulations.

In such instance, governors must confer with the chief local elected official(s) prior to making the determination to decertify or reorganize the local board. Decertification or reorganization may mean the appointment of a new local board, a different administrative entity or fiscal agent, selection of a different one-stop operator or service providers.

LOCAL WORKFORCE DEVELOPMENT BOARDS

Local workforce development boards must be certified by the governor every two years. The governor is charged with developing the state certification criteria. In most states the criteria has mirrored the federal membership requirements, however, in some states governors have added their own criteria. Just as WIOA elaborates on the duties and functions of the state and local elected officials, WIOA also specifies the expectations regarding local workforce development boards' functions and activities. Many of the local board functions are also translated into actions necessary for the board and local elected officials to complete their four-year plans.

Boards are expected to begin their plan by agreeing to a strategic vision and goals targeted at preparing an educated and skilled workforce. To do this, local boards are asked to plan a one-stop system that will coordinate and align programs and resources with those of the WIOA core partners, and identify the other workforce partners to be included in the workforce system. Local boards must describe many of their functions in terms of the strategies they will employ to carry out those functions in their local plans. The local plans must be developed and approved by both the chief local elected official(s) and the local workforce development board. The local board functions are listed below along with the ancillary plan requirement as appropriate.

LOCAL BOARD FUNCTIONS AND RESPONSIBILITIES

Function	Comment
Elect a chair.	Although the elected official(s) appoints the board, the board may elect its own chair.
Create standing committees and <ul style="list-style-type: none"> • Direct their activities; • Appoint the members; • Assure the chair is a board member. 	<p>It is the norm for boards to create committees to help carry out their business. Committees can pay attention to single issue concerns that would be difficult to address at board meetings with large agendas.</p> <p>Under WIOA, a youth council is no longer required. Most of the one-stop partners are also no longer required to be appointed to the local board. Committees are a way to include community stakeholders and to recruit new board members.</p> <p>WIOA suggests that boards consider creating standing committees to address 1) youth issues; 2) one-stop issues; and 3) disability issues in employment. If created, the committees are required to include non-board members.</p> <p>Boards can decide whether to create the recommended committees or to create other or no committees.</p>
Analyze economic conditions	<p>Boards make decisions regarding training and resource investments. They can make better decisions if they are aware of new and emerging industries and occupations and anticipate changes to the local job market over the course of the two-four-year WIOA plan.</p> <p>This is a local plan requirement. The local plan must describe how boards will coordinate with economic development including the promotion of entrepreneurial skills training and microenterprise services. This requires the board to be aware of the economic conditions in their area.</p>
Engage employers Pursue employer linkages through intermediaries	<p>Boards are asked to engage employers:</p> <ul style="list-style-type: none"> • As a recruitment strategy for new members; • To encourage employer use of the one-stop system; • To enhance communication and collaboration between employers, economic development, and service providers; and • To ensure workforce activities meet employer needs and support economic growth. <p>This is a local plan requirement. The plan must include an analysis of the knowledge and skills needed by local employers and the strategies and services that will be used to facilitate employer engagement. This cannot be done without engaging employers.</p> <p>A new option for boards is to use intermediaries to meet business needs, coordinate workforce programs with economic development, and to strengthen linkages between the one-stop and unemployment insurance through work-based training options.</p>

LOCAL BOARD FUNCTIONS AND RESPONSIBILITIES

Function	Comment
<p>Assist the Governor to develop, collect, analyze and use statewide Wagner-Peyser labor market information.</p>	<p>Local boards are urged to gather information about the workforce needs in their communities by coordinating with other local and state workforce organizations.</p> <p>Often local board members are aware of changes to the labor market in advance of the state. Local boards use labor market information to make decisions about investments in their local workforce areas.</p> <p>This is a local plan requirement. Labor market information is used to trend hiring and layoffs. The state provides rapid response services in the event of a business closing or layoff. Local areas share rapid-response responsibilities with the state and must describe how they will coordinate with statewide rapid response.</p> <p>Any activities involving hiring or layoffs require a knowledge of the labor market conditions.</p>
<p>Convene stakeholders.</p>	<p>Local boards are encouraged to convene stakeholders to get their input as a part of the local plan development.</p> <p>Many of the stakeholders are no longer required members of the local board. These same entities have important information about the local economy and labor market. By bringing them together, boards can identify non-federal expertise and resources which can be invested in the local workforce system.</p> <p>This is a local plan requirement. Local boards are asked to describe their successful strategies and how they will be disseminated and shared.</p> <p>As a part of the planning process, local boards must invite stakeholders and the public to comment on the plan prior to its submission to the state.</p> <p>All these activities are a part of the board's role as a convener.</p>
<p>Lead efforts to develop and implement career pathways.</p>	<p>Career pathways and career plans are required elements of participant assessment and service strategy decisions.</p> <p>Many states have already adopted career pathway strategies to help youth, adults and dislocated workers make training decisions. This strategy is being universally used throughout the workforce system to align participant services with their career futures.</p> <p>This is a local plan requirement. The plan must describe how the local board and core program partners will expand access to employment, training, education, and support for eligible individuals, and facilitate development of career pathways and co-enrollment in core programs.</p>

LOCAL BOARD FUNCTIONS AND RESPONSIBILITIES

Function	Comment
<p>Identify and promote strategies and initiatives to meet employer, worker and jobseekers needs.</p>	<p>With the employer as a customer equal to jobseekers and workers, local boards must assure that the one-stop system provides both physical and program accessibility to all users.</p> <p>Local boards like the state board are prompted to identify proven and promising best practices among workforce partners and stakeholders.</p> <p>This is a local plan requirement. The local plan must include an analysis of the workforce in the region, by describing who comprises the current labor force, employment and unemployment data, information on labor market trends, and the educational and skill levels of the workforce.</p> <p>Strategies in this regard will also be connected to the continuous improvement principles, which are a part of the WIOA objectives.</p>
<p>Local boards must enter into a memorandum of understanding (MOU) with the one-stop partners to identify their contributions to the one-stop infrastructure and the services the partners will deliver through the one-stop system.</p> <p>Facilitate one-stop partners' integration of intake and case management systems.</p> <p>Facilitate access to one-stop services including the development of strategies to take advantage of technology advances.</p>	<p>Boards must ensure access to services throughout their workforce area or planning region. There is an underlying assumption that expenditures to make this happen will be allocated by the board, the elected official(s) and the one-stop partners.</p> <p>Boards are asked to examine the needs of individuals with barriers, identify strategies to meet their needs, such as through digital literacy skills, and augment traditional service delivery options to maximize the effectiveness of the workforce system.</p> <p>However, in the case of coordinating intake and case management systems and perfecting the MOU, as well as exchanging information among workforce system stakeholders, state and possibly federal assistance will be needed to make this a reality.</p> <p>This is a local plan requirement. A description of the one-stop delivery system must be laid out in the plan. Providing access to the disabled in compliance with the Americans with Disabilities Act ²¹ (ADA) is a requirement in the operation of the one-stop. The board must describe its strategies for facilitating access to one-stop services including in remote areas. There is an expectation that boards will invest in technology to accomplish both of these objectives.</p> <p>As a part of the technology strategies, boards are asked to implement and transition to integrated, technology-enabled intake and case management for WIOA and its partner programs. This initiative will need state assistance as indicated above.</p>

²¹42 U.S.C. §12101

LOCAL BOARD FUNCTIONS AND RESPONSIBILITIES

Function	Comment
<p>Select career services providers through contract awards, if the services are not delivered by the one-stop operator.</p>	<p>The local elected official(s) and the local board select the one-stop operator and specify the operator’s responsibilities. If the one-stop operator does not provide the career services, then the services must be contracted. The service providers are selected by the local board.</p> <p>This is a local plan requirement. The plan must identify the type and availability of adult and dislocated worker career services that will be offered in the local area.</p> <p>To make sure quality career services are provided, local boards must describe how they will invest in the continuous improvement of their service providers and assure compliance with the ADA.</p>
<p>Deciding to provide framework services for youth.</p> <p>ITA’s may be combined with the framework services. Under WIA a waiver was necessary to provide out-of-school youth with an individual training account, however, under WIOA, a waiver is not needed.</p>	<p>Youth services must be procured. However, grant recipients and sub-grant recipients, which may be the governmental unit or the local boards, can provide recruitment, eligibility determination and case management services.</p> <p>There are 14 required youth elements most of which are not part of the framework services. They must be procured and the providers are selected by the local board.</p>
<p>Select and terminate youth providers.</p> <p>Youth providers must be competitively selected based on recommendations of the youth standing committee if one is established. If there is no youth committee then the board acts in place of the committee.</p>	<p>Finding performing youth providers can be difficult. WIOA allows for sole source procurement where the local board determines there are insufficient local providers.</p> <p>This is a local plan requirement. The type and availability of youth providers must be described in the plan. Decisions related to sole source procurement should also be described in the plan.</p>
<p>Work with the state to ensure there are sufficient numbers and types of career services and training providers.</p>	<p>The state has ultimate authority for including training providers on the statewide list. However, it is the local workforce board and staff that know which career services are needed in their area and which schools are performing. Local boards can make recommendations to the governor on the procedure to determine provider eligibility and report on performing and non-performing training providers.</p> <p>This is a local plan requirement. An analysis of the workforce development activities, education and training in the region, and a description of how education and workforce activities will be coordinated is a part of the strategies to be included in the local plan.</p>
<p>Ensure customer choice in the selection of a training provider from the approved state-wide list.</p> <p>Local boards can coordinate with the core partners in making determinations regarding providers approved to be on the list.</p>	<p>While one-stop systems can require that adult and dislocated worker participants have the necessary qualifications for training, they are also charged with making sure that participants can make an informed choice when selecting their training provider. This is done by publishing training provider performance and other information that will help participants make good choices.</p> <p>This is a local plan requirement. A description of how informed customer choice in selection of training will be assured must be in the plan.</p>

LOCAL BOARD FUNCTIONS AND RESPONSIBILITIES

Function	Comment
<p>Approve eligible training providers and assist the state with the vetting process for determining, renewing and terminating the eligibility of training providers.</p>	<p>Local boards are often more familiar with local training providers and the courses they offer than the state. The state-wide list of eligible training providers is made available to participants, stakeholders and employers through the one-stop system. In addition to criteria set by the state board, the local board may develop its own criteria applicable to the eligibility of local training providers, including setting higher levels of performance than required by the state. When removing providers from the list, local boards must make an appeal process available for the providers.</p> <p>This is a local plan requirement. The plan is required to chart out and guide the actions of the local board. One of those requirements is deciding on the services that will be offered to participants. The plan must spell out how training services will be provided, whether contracts for training will be used, and how training contracts will be coordinated with individual training accounts.</p>
<p>Review AEFLA provider applications to assure they are consistent with the local plan.</p>	<p>The process for reviewing adult literacy provider applications is a new responsibility under WIOA.</p>
<p>Implement cooperative agreements between the local board and the core and one-stop partners to enhance services for jobseekers, workers and employers.</p>	<p>This function will require the intervention of the state as it applies to those workforce programs and funding streams that are controlled at the state level.</p> <p>This is a local plan requirement. The plan must identify strategies for coordinating with the core partner programs in the one-stop and describe the roles and resource contributions of the one-stop partners.</p>
<p>Leverage local resources and capacity, solicit and accept grants and donations from non-federal sources.</p>	<p>There will never be sufficient federal funds to address all of the nation's workforce needs. Many local boards have developed ingenious ways to leverage funds and increase services. Not all boards may seek out grants and non-federal donations. Some boards may decide to offer services on a fee basis. These options are open to local boards.</p>
<p>Incorporate and operate as a not-for-profit organization.</p>	<p>Some boards incorporate others do not. This is not a requirement. Incorporation establishes the board as a separate legal entity.</p>
<p>Hire staff.</p>	<p>Where boards are separately incorporated and board staff is not employed by the local governmental unit, boards typically hire staff. The staff can function as the administrative entity and fiscal agent. Staff is subject to salary caps.</p>
<p>Provide training services.</p>	<p>This is a local plan requirement. The plan must describe the organization responsible for the various governance components and how service delivery providers will be selected.</p> <p>Local boards may only provide training services with the approval of the governor. Some local boards are created under the umbrella of, or are staffed by, an educational institution such as a community college. There are other instances as well where boards wish to be a training provider. If approved to provide training, the local board would have to disclose any inherent conflict to prospective participants.</p>

There are a myriad of additional decisions which will come before the local boards in their development and implementation of strategies to meet the employment and skill needs of workers and employers including:

- Whether to implement pay for performance contracts for the 14 youth elements, youth and/or adult training contracts. There is a cap on this expenditure of 10 percent of the local allocation;
- Transfers between the adult and dislocated worker funding streams need the governor's approval;
- Setting the adult priorities for receipt of services as a part of the four-year plan;
- Determining occupations in demand as this list is used to determine allowable courses of training;
- Deciding whether to award class-size training contracts in addition to the individual training accounts;
- Deciding on the criteria for increasing employer On-the-Job Training wage reimbursements from 50 percent to 75 percent;
- Deciding to use up to 20 percent of the local allocation for incumbent worker training, and setting the amount of the employer-required contribution;

- Deciding to use 10 percent of the adult/dislocated worker allocation for transitional jobs;
- Deciding on the types of investments in employer services which will be executed in collaboration with the one-stop system;
- Deciding on the types, mix and investments in services and training; and
- Deciding which support services to offer and how much to allocate to support for participants.

As can be seen from the detail of the functions and decisions assigned to local boards, it is evident that they have been given the tools to make a real difference in their communities. After the basic needs of food, clothing and shelter, people need jobs and frequently identify themselves by what they do for a living. Local workforce development boards can make workforce services available to help enrich their residents and citizens connecting them with work, increasing their earning power and simultaneously meeting employer needs for skills and workers. This is the vision of WIOA.



THE ONE-STOP CAREER SYSTEM



The one-stop career system is the heart of the workforce development system. The law provides the window dressing for the main event, which is the creation and continuation of the one-stop system branded by the US Department of Labor as America’s Job Centers. People, whether they have a job and are just looking for a new job, are out of work and need a job, want to get additional skills to make themselves more competitive in the job market, or want a better job, will most likely access the one-stop career system during the course of their work history. Employers will access the one-stop career centers to the extent they believe they can fill their need for skilled employees. This is the mission assigned to the states, local elected officials, local boards and one-stop partners: to create the “go to” system for jobseekers, workers, and employers. The one-stop system currently does and will continue to provide access to:

- Job search, placement, recruitment, and labor exchange services;
- Training services;
- Employment and training activities;
- Programs and activities carried out by one-stop partners; and
- Employer services.

WIOA, similar to WIA, requires that there be one physical one-stop career center in every local workforce area. The local elected officials and local board determine how many additional full service, affiliate or satellite centers are needed and can be afforded. The governor is charged with providing guidance after consulting with chief elected officials and the local board on how the infrastructure of the one-stop will be equitably funded by the core and mandatory one-stop partners.

THE MANDATORY ONE-STOP PARTNERS

THE WIOA ADULT, DISLOCATED WORKER, AND YOUTH FUNDING STREAMS

WIOA is the nation's primary workforce development legislation. The three workforce funding streams constitute a core one-stop partner.

THE WAGNER-PEYSER ACT OF 1933

This is the national labor exchange or Employment Service. Wagner-Peyser is considered a core one-stop partner.

THE ADULT EDUCATION AND FAMILY LITERACY ACT (AEFLA)

Re-authorized by WIOA, AEFLA is considered a core one-stop partner. Funds literacy, English as a second language and General Education Degree classes.

THE REHABILITATION ACT OF 1973

Amended by WIOA with respect to Vocational Rehabilitation (VR). VR provides employment and training services to individuals with disabilities among many other services. VR is a core partner.

TITLE V OF THE OLDER AMERICANS ACT

Reauthorized in 2015. Provides for the Senior Community Service Employment Program.

THE CARL PERKINS CAREER AND TECHNICAL EDUCATION ACT OF 2006

Perkins supports career and technical education and prepares students for post-secondary education and the careers of their choice.

THE TRADE ACT

Provides job training, income support, and other employment-related benefits to American workers displaced by the forces of globalization.

COUNSELING, TRAINING AND PLACEMENT FOR VETERANS

Title 38. Veterans' benefits. Part III. Readjustment and related benefits. Chapter 41. Job counseling, training, and placement.

COMMUNITY SERVICES BLOCK GRANT (CSBG)

Provides low-income individuals with emergency support, weatherization, employment and training and other services.

HOUSING AND URBAN DEVELOPMENT (HUD) EMPLOYMENT AND TRAINING PROGRAMS

Employment and training programs for low-and very low-income persons living in HUD-assisted housing. Not available in all communities.

STATE UNEMPLOYMENT COMPENSATION PROGRAMS

Provides assistance to workers who have lost their jobs.

EX-OFFENDER PROGRAMS UNDER THE SECOND CHANCE ACT OF 2007

Provides support strategies and services to reduce recidivism by improving outcomes for ex-offenders.

PERSONAL RESPONSIBILITY AND WORK OPPORTUNITY RECONCILIATION ACT OF 1996

Provides for the Temporary Assistance to Needy Families (welfare).

A review of the above funding streams tells us that all the one-stop partners provide employment and training services or support to individuals needing those services. The one-stop core partners, as well as the mandatory partners must provide access to their services through the one-stop system. They must also contribute to the infrastructure of the one-stop. It is not enough for an organization to want to co-locate in the one-stop center or even to agree to contribute to the infrastructure. They must also participate in the memorandum of understanding between the partners which is required by WIOA.

THE ONE-STOP MEMORANDUM OF UNDERSTANDING

Congress believes in the one-stop career system which cut its teeth during the recession of 2006. But Congress believes the system can do better. Congress envisions a one-stop system where individuals are assessed once and workforce partners share information and bundle services to meet the needs of the individual. Congress singled out those one-stop partners with the lion's share of federal funds and/or responsibility for meeting workforce needs in their communities and identified them as core or mandatory one-stop partners.

The one-stop system, while not an exclusive club, still requires organizations to be approved by the chief local elected official(s) and the workforce board. That approval carries with it the requirement for dues in the form of real contributions to the infrastructure of the one-stop and coordination with all the one-stop partners. To memorialize the understanding between the one-stop partners, they are required to enter into a memorandum of understanding (MOU) with the local workforce development board which stipulates to:

- The services the partner will provide through the one-stop delivery system;
- How each one-stop partner will provide access to and coordinate its services, through the one-stop system cross referring participants as appropriate;
- How they will contribute to the cost of operating the one-stop and its infrastructure;
- The duration of the MOU which must be reviewed and renewed every three years;
- Procedures for amending the MOU; and
- Any other provisions agreed by the parties;

It will be the responsibility of the one-stop operator to coordinate among and between the one-stop partners in accordance with the MOU.

THE ONE-STOP CAREER SERVICES ²²

Basic career services are available to everyone. The services most frequently associated with the one-stop system are the labor exchange services made possible through the Wagner-Peyser Act. Under WIOA the employment service staff delivering labor exchange services are required to be co-located in the one-stop physical center(s). WIOA also provides for management of the employment service staff in the one-stop career center by the one-stop operator to further the coordination and cooperation between the labor exchange services and the adult, dislocated worker and youth services. Labor exchange and career services funded by the Wagner-Peyser Act and WIOA include the below listed services:

- Orientation to information and services available through the one-stop;
- Labor market statistics -- local, regional, and national;
- Information on in-demand industry sectors and occupations; and
- Information on non-traditional employment.
- Information on skills necessary to get a job or get a promotion in a demand occupation;
- Information on support services, referral to child care, child support, Medicaid, The Children's Health Insurance Program, Supplemental Nutrition and Assistance Program, Earned Income Tax Credits, welfare (TANF), and transportation;
- Performance and cost information for training by program and provider;
- Information about local workforce area performance;
- Information about performance for the local one-stop system;
- Job vacancy listings;
- Outreach and intake;
- Job search, which is a basic labor exchange service;
- Job placement assistance which is a basic labor exchange service;
- Help filing Unemployment Compensation claims by on-site staff trained in filing claims;²³
- Worker profiling and reemployment services for those about to exhaust their unemployment insurance benefits;
- Career counseling;
- Initial assessment of literacy, numeracy, and English proficiency, aptitudes, abilities skills gaps and support services needs;

²²29 U.S.C. §3151 (2015) WIOA §134(c) (2) 29 CFR §678.430

²³This is a new career service. It can be provided by individuals funded through the unemployment compensation system, Wagner-Peyser, or other one-stop partner staff trained to provide assistance, but only merit staff can answer questions, provide advice, or make decisions affecting claimants' unemployment compensation eligibility.

- Referral and coordination of activities to other programs within and out of the one-stop system;
- Eligibility determination for the adult, dislocated worker, and youth programs; and
- Assistance in establishing eligibility for non-WIOA funded financial aid for education and training programs.

The above services are generally provided by Wagner-Peyser or WIOA funded staff. Wagner-Peyser and WIOA funds are used to fund what is often referred to as front-door services in the one-stop career centers. Every full service one-stop center has a resource area with rows of computer banks, phones, faxes, and copy machines available to the public. Some resource rooms include Wi-Fi and hot spots that allow people to connect to the system of services from their own devices. The resource area has staff available to provide minimal assistance and guidance to people who want to access the self-help services, from updating a resume to crash courses in interviewing skills. Many people come into the one-stop centers, register for Wagner-Peyser labor exchange services and are able to get the help they need in the resource rooms without individualized assistance.

The difference between the basic labor exchange services and the WIOA-funded adult and dislocated worker services is that the basic career services are universally available to any one-stop customer. WIOA offers individualized services to adults over 18 on a priority basis and to dislocated workers. WIOA is a “work first” piece of legislation, meaning individuals who have the skills to get a job with a self-sufficient wage will be directed to do so. But for those who do not meet that description many services are available to help connect them with a job.

The WIOA priorities are defined by the local board and chief elected officials in their four-year plan as well as in the law. WIOA has identified the unemployed, those with barriers to employment, including the long-term unemployed, and the underemployed,²⁴ as meeting the priority for services and training. Training is also provided to dislocated workers. Adult and dislocated worker participants enrolled in the program may receive everything from job counseling to training, support, placement assistance and follow-up services. Under WIA and WIOA, returning veterans and their

spouses have been given a special preference or priority for receipt of services to ease their transition back to work.

Today, with technology and new software constantly available in the online marketplace, the universal population can access many free options in the one-stop centers together with the priority populations. Often workshops and computer-based instruction in areas such as those listed below are available to everyone:

- Short-term pre-vocational training consisting of communication and interviewing skills;
- Workforce preparation activities for the acquisition of basic academic skills to be able to transition into and complete post-secondary education, or training;
- Critical thinking skills, digital literacy skills, self-management skills and financial literacy services; and
- English language acquisition.

Persons meeting the priorities or eligible as dislocated workers will receive a comprehensive assessment, diagnostic testing, in-depth interviews and evaluations to identify employment barriers, career pathways and goals. They will receive counseling to determine their career achievement objectives, and an individual employment plan will be created listing the combination of services they will receive, which may include training and support services, so they can meet those objectives. Sometimes one on one services, prevocational training, an internship or a work experience will be enough to get someone on the road to gainful employment. For others, additional services such as training are needed. Training may only be in occupations in demand. It would not make sense to train workers for jobs that are obsolete.

TRAINING

WIOA training is for occupational skills, occasionally coupled with literacy skills and is generally provided through an Individual Training Account (ITA), which is like a scholarship. Every local area decides on the amount or value of the ITA that will be offered to participants. Participants may combine an ITA with a PELL²⁵ grant to pay for tuition and living expenses. Sometimes the ITA, even when combined

²⁴29 U.S.C. §3102, WIOA §3124] Underemployed individuals include the working poor, persons with barriers to employment, the part-time employed, workers in a position that requires skills below their level of accomplishment, or where they are earning less than in their previous position, in accordance with a local or state policy.

with a PELL grant, may not be sufficient to pay for 100 percent of the tuition. Case managers try to make sure that participants can put together a budget, which may include a job and/or a student loan that will cover 100 percent of the tuition before they allow a participant to enroll in a course of study. Local WIOA performance is partially graded upon the completion rate of those persons enrolling in training and their attainment of the related credential. The budget is one of the considerations in being able to complete training. If a local area is part of a planning region, the regions may need to agree on the amount of the ITA's to provide consistency throughout the region.

Participants can take their ITA to any training provider who has been approved by the state to be included on the eligible training providers list (ETPL), so long as the participant has the qualifications to be successful in the training selected. There is no inherent right to a particular course of study or to any WIOA-funded service. Schools often refer their applicants to the one-stop career centers for financial assistance. However, the individual needs to be WIOA eligible, the local area needs to have the funds available, and the individual's assessment will need to substantiate that they have the foundation, literacy and numeracy skills to be able to successfully complete the coursework before they are approved for the training. To meet the legislative customer choice requirements, the participants will also be provided with the list of all the schools offering the same or similar course of study and the performance information about the school and training course. This not only assists in customer choice it also makes for an informed decision.

Schools apply to be on the ETPL list at the local level and must receive state approval. Each course of occupational skills training must be separately approved. Not every course of training offered by a post-secondary school, college or university will be approved to be on what is referred to by the one-stop career centers as the ITA list. WIOA is not responsible for filling school classrooms. If a course of study does not result in successful completion, attainment of the credential and placement into an unsubsidized job, then the course of study, the school or both may be removed from the ETPL and/or ITA list.

The lists include courses which prepare participants for high wage, in-demand occupations around the state and in the local area as well as registered apprenticeship programs.

Once approved for the ITA, participants are directed to enroll as they would in any post-secondary school or college.

If the local board determines that there are an insufficient number of eligible providers of training services and there is a demand for a particular skill, they may enter into a contract for class-size training. Training can be provided through a contract for a local training program of demonstrated effectiveness or that can best be provided by an institution of higher education, a community-based organization or a private entity. Contracted class-size training is one of the exceptions to the requirement that training be delivered through an ITA. Usually class-size training will be subject to the procurement requirements applicable to federal grants before the local board can enter into the contract.

There are other exceptions to training provided through an ITA. Many local boards refer to the other categories of training as the employer-based or work-based training options, because the training is provided at the worksite, the curriculum is provided by the employer, or both. In these instances, the employer often works with the one-stop career center staff to identify potential trainees making the likelihood of placement and/or retention after training very high.

WORK-BASED TRAINING OPTIONS

ON-THE-JOB TRAINING (OJT)

This is a hire first option. The employer hires the participant as a part of their regular workforce and provides training to the individual while they are on the job. The employer is reimbursed 50 percent of the participant's wage during the training period. Reimbursements may be increased to 75 percent depending upon local and state policies. OJT may also be offered to employers who participate in registered apprenticeship programs.

OJT is an allowable training option for upgrading the skills of the employer's existing workforce. It is targeted at employees who are not earning a self-sufficient wage as defined by the local board. The upgrade OJT would need to relate to the introduction of new technologies, production or service procedures, a new job that requires additional skills, workplace literacy, or for other appropriate purposes pursuant to local board policy.

²⁵20 U.S.C. §1070

OJT may also follow an ITA helping the participant to be placed and gain the experience they may need to complete the skills acquisition sought by the employer.

CUSTOMIZED TRAINING

This is training with a commitment from an employer or group of employers to hire those individuals who successfully complete training. Customized training may be offered to employed workers who are not earning a self-sufficient wage. The employer must contribute to the cost of the training pursuant to local board policy.

Customized training differs from OJT in that WIOA is paying for training as opposed to reimbursing the employer for a portion of the wage.

INCUMBENT WORKER TRAINING

This is training for workers who have been employed by their employer for at least six months. The state and local boards are charged with establishing policies for incumbent worker eligibility. The workers do not need to meet traditional WIOA adult or dislocated worker eligibility.

The training must add to the competitiveness of the employee or the employer. Incumbent worker training is meant to assist employers in retaining a skilled workforce or to avert a layoff. Local boards may negotiate with the employers to fill the vacancies that occur as trained individuals are promoted with WIOA-eligible adults or dislocated workers. This is referred to as “backfill.”

Employers must contribute to the cost of the training. Local areas may not spend more than 20 percent of their program year formula adult and dislocated worker allocations on incumbent worker training.

INTERSHIPS AND WORK EXPERIENCE LINKED TO CAREERS

This is training at the workplace where the participant receives a planned structured learning experience for a limited period of time. It may be paid or unpaid, as appropriate, in the private-for-profit, public or the non-profit sector. Where an employee/employer relationship exists the work experience will be subject to the Fair Labor Standards Act requirements.

TRANSITIONAL JOBS

This is a new training option under WIOA. It is a time-limited work experience that is provided in conjunction with job-readiness training, adult education and literacy including English language acquisition, and integrated education and training. Transitional jobs are for low-income barriered individuals so that they may establish a work history, demonstrate success in the workplace and develop skills that can lead to a job. Local areas are limited to 10 percent of their adult and dislocated worker formula allocations for this activity.

ENTREPRENEURIAL TRAINING

There are many roads to self-sufficiency and for some people it is self-employment. During each recession we see laid-off workers who want to control their job future by going into business for themselves. Many adults and youth have entrepreneurial aspirations but do not have the tools to set up and operate a business. WIOA allows for entrepreneurial training to make these individuals more competitive in the workforce and to equip them with the skills necessary for successful self-employment.

COMBINED OR SEQUENTIAL TRAINING

WIOA allows local boards to provide participants with combined and sequential training that includes more than one training option. An example would be programs that combine workplace training with related instruction, such as cooperative education programs. It is up to the local board to establish policies in this regard.

FOLLOW-UP

While follow-up is not a training strategy, when a participant is placed into unsubsidized employment following individualized services, one-stop case managers will follow-up with the participant for 12 months after their exit from the program. This is to make sure the participant has stabilized in their employment and no longer needs additional assistance as well as to provide encouragement, support services or re-placement if needed.

YOUTH PROGRAMS



YOUTH SERVICES

Just as there are career services for adults and dislocated workers, WIOA provides for services for in-school youth aged 14–21,²⁶ and services for out-of-school youth aged 16–24 years of age. The four big changes in WIOA youth services are: 1) the definition of an out-of-school youth as being up to 24 years old; 2) the emphasis on services to out-of-school youth. WIOA requires that 75 percent of the youth allocation be spent on out-of-school youth as opposed to the 30 percent expenditure requirement under WIA; 3) the relaxed eligibility requirements as it relates to documentation collection to certify low income; and 4) the requirement that a minimum of 20 percent of the youth allocation be spent on work experience activities.

IN-SCHOOL/OUT-OF-SCHOOL YOUTH

IN-SCHOOL YOUTH

WIOA defines an in-school youth as a youth between the ages of 14 and 21 who is attending school as defined by state law, is low income and has one of the barriers listed in the legislation. However, whereas under WIA a parent had to provide proof of income to certify low income for purposes of WIA eligibility, an in-school youth may be determined as low income if they are receiving free or reduced lunch,²⁷ or if the youth is living in a high-poverty area.²⁸ This means that low income for most youth will not require the youth to bring any documentation regarding their low income status as their address will be on file with their schools and the school will have the record of whether they are receiving a free or reduced lunch.

Many local areas were heavily invested in prevention under WIA and had large in-school youth programs. Except in the larger metropolitan areas with large WIOA formula allocations for youth, the in-school programs are likely to be small as they are limited to 25 percent of the youth funds. Even in large urban areas many of the in-school youth programs will be smaller than they were under WIA.

One way to keep serving in-school youth will be to leverage the WIOA dollars and for local areas to partner with other workforce agencies and organizations serving youth. An example would be to partner with Vocational Rehabilitation. The WIOA amendments to the Rehabilitation Act of 1973

now require Vocational Rehabilitation agencies to spend 15 percent of their funds statewide helping youth with disabilities transition from high school to post-secondary school. Disabled youth are considered a family of one for purposes of determining low income and their disability is considered a barrier. As a result, most youth that have a disability are WIOA eligible. Another change under WIOA that makes it easier to work with disabled youth, is that they are no longer required to receive a traditional high school diploma for purposes of meeting performance as was the case under WIA. This makes a partnership with Vocational Rehabilitation beneficial to both funding streams. Vocational Rehabilitation can fund job coaches, support services and training. WIOA providers can offer employability skills and placement into unsubsidized employment or into post-secondary school.

Welfare is another federal workforce funding stream that can easily partner with WIOA- eligible in-school youth. An allowable welfare expenditure is an activity which furthers the four purposes of welfare, one of which is to keep people from needing to receive welfare. Targeting youth who have characteristics that make them at risk of needing welfare services in the future would be an allowable welfare expenditure. In many states, welfare funds are already coupled with workforce funds to provide a summer work experience to youth.

Many of the school systems around the country have alternative schools for youth who are not succeeding in the regular classroom. Partnering with some of the Department of Education funded-programs will help to leverage WIOA funds. Local communities with after-school programs operated by community-based organizations are also likely partners in serving WIOA in-school youth.

OUT-OF-SCHOOL YOUTH

Out-of-school youth can be divided into two groups;

GROUP ONE

A youth between the ages of 16 -24 who is not attending school as defined by state law and has any one of the below-listed characteristics:

- Is a high school dropout;

²⁶20 U.S.C. §1070

²⁶A youth who is disabled may be older than 21 if they are attending school in accordance with state law WIOA 129(a)(1)(C)

²⁷Richard B. Russell National School Lunch Act 42 U.S.C. §1751 et seq.

²⁸A high-poverty area is a Census tract, a set of contiguous Census tracts, Indian Reservation, tribal land, or Native Alaskan Village or county that has a poverty rate of at least 30 percent as set every 5 years using American Community Survey 5-Year data 20 CFR 681.260

- Is within the age of compulsory attendance but has not attended school for the last complete school year quarter prior to being determined eligible;
- Has been subject to the juvenile or adult justice system;
- Is considered homeless in accordance with WIOA;
- Is a youth in foster care, eligible for foster care in an out-of-home placement, or has aged out of foster care;
- A runaway;
- Pregnant or parenting; and
- Has a disability (the youth is considered a family of one for purposes of income determination).

Any youth who has any of the above characteristics is not required to present documentation of “low income” status to be eligible and participate in the program.

The United States Department of Labor has provided further guidance stating that a youth enrolled in a General Education Degree (GED) program is considered to be an out-of-school youth. Many states have already defined a youth in a GED program as a dropout. This makes an alignment between the AEFLA providers and WIOA to serve youth enrolled in a GED program a winning coordinative combination. AEFLA can provide the youth with academic skills. WIOA can provide youth with a work experience, employability skills, and placement into unsubsidized employment or post-secondary school, resulting in successful attainment of the federal performance goals for both funding streams.

GROUP TWO

A youth between the ages of 16-24 who has a high school diploma or GED, and is low-income, and:

- Is not attending school as defined by state law, and is basic skills deficient, which means that they are scoring below an 8.9 grade level in English or math on a nationally accepted assessment such as the Test Of Adult Basic Education (TABE); or

- Is not attending school as defined by state law, and is an English-language learner. An English-language learner is a youth who has limited ability in reading, writing, speaking, or comprehending the English language, and whose native language is not English, or who lives in a family or community where a language other than English is the dominant language;²⁹ or
- Is not attending school as defined by state law and requires WIOA assistance to enter or complete an educational program or to secure employment; or
- Requires WIOA assistance to enter or complete an educational program or to secure employment as defined in accordance with local board policy. The definition is applied in determining a youth’s eligibility.

YOUTH SERVICES

Youth services include assessment, development of an individualized service strategy including identification of a career pathway and career plan, activities leading to the attainment of a secondary-school diploma or its credential, preparation for post-secondary education and training, post-secondary training leading to attainment of a recognized post-secondary credential, and preparation for unsubsidized employment.

Youth services must be delivered by competitively procured providers unless the local board has determined that there are insufficient performing providers available in the local area and can thereby justify a sole-source procurement. Requests for proposals (RFPs) should specify that proposed program services must support attainment of a high school diploma or its equivalent, entry into post-secondary education, and career readiness.

Local workforce development boards must make sure that the 14 required WIOA elements are available as needed by the youth. They can be provided as a part of the program design offered by proposing providers or may be contracted for and offered to the youth on a one-by-one referral basis through a variety of providers.

²⁹WIOA Title II AEFLA Sec 203[7]

THE 14 REQUIRED WIOA YOUTH ELEMENTS

- 1 Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its equivalent including a recognized certificate of attendance or similar document for individuals with disabilities, or for a recognized post-secondary credential.
- 2 Alternative secondary school services, or dropout recovery services.
- 3 Paid and unpaid work experience that has as a component academic and occupational education, such as (i) school year and/or summer employment, (ii) pre-apprenticeship programs, (iii) internships and job shadowing, and (iv) on-the-job training.
- 4 Occupational skill training leading to recognized postsecondary credentials aligned with in-demand industry sectors or occupations in the local area.
- 5 Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.
- 6 Leadership development opportunities, which may include community service, and peer-centered activities encouraging responsibility, and other positive social and civic behaviors.
- 7 Support services.
- 8 Adult mentoring while a youth is in the program and for 12 months after they exit the program.
- 9 Follow-up services for 12 months after the completion of participation.
- 10 Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
- 11 Financial literacy education.
- 12 Entrepreneurial skills training.
- 13 Services that provide labor market and employment information about in-demand jobs such as career awareness, career counseling, and career exploration services.
- 14 Activities that help youth prepare for and transition to post-secondary education and training.

Regardless of the combination or sequence of services, youth can only benefit if they participate. The challenge for youth providers is engaging the youth, especially out-of-school youth.

A large portion of out-of-school youth who are not working — those often referred to as “disconnected” or “opportunity” youth — are involved to some extent with public systems, such as welfare services, foster care, and the juvenile or criminal justice systems. They often seek services from community-based public and private organizations. In recent MDRC evaluations, including a national evaluation of YouthBuild, youth training and employment programs have reported partnering with community-based providers such as child welfare agencies, social service organizations, group homes, probation or parole officers, and even the local schools, to “catch” at-risk young people before they become disconnected.

While a majority of the out-of-school youth seek out opportunities to connect to training and work, youth programs often report difficulties in sustaining participation after the initial connection is made. WIOA-funded service providers will not only have to reach more out-of-school youth, they will also need strategies to stimulate sustained, intense engagement in services.³⁰

Local youth committees making funding recommendations to local boards will have to carefully examine proposals to see if the proposed strategies are likely to engage the youth and keep them attending until completion of their objectives.

³⁰Serving Out-of-School Youth Under the Workforce Innovation and Opportunity Act (2014) Farhana Hossain MDRC, June 2015

PERFORMANCE



The WIOA performance measures apply to the four core programs:

- The WIOA adult, dislocated worker and youth programs and activities;
- Adult education and literacy activities;
- Wagner-Peyser Act-employment services; and
- Vocational Rehabilitation.

By coordinating and allowing each funding stream to do what they do best, all four core partners may see a benefit in better performance for their programs. The federal performance measures are very important to local boards and their chief elected official(s). If a local board misses the same performance measure two years in a row, they will lose their right to be automatically designated in the immediately subsequent designation period and can be reorganized, merged into another area, or be otherwise sanctioned at the pleasure of the governor.

The adult/dislocated worker federal performance measures are:

1. PLACEMENT

The percentage of participants in unsubsidized employment in the second quarter after they exit from the program.

2. RETENTION

The percentage of participants in unsubsidized employment during the fourth quarter after they exit from the program.

3. WAGE

The median earnings of participants in unsubsidized employment the second quarter after exit.

4. CREDENTIAL ATTAINMENT

The percentage of participants who obtain a post-secondary credential, or a high school school diploma or GED during participation or within one year after exit who are also placed in an unsubsidized job or go into post-secondary training.

5. MEASURABLE PROGRESS

The percentage of participants in an education or training program leading to a post-secondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.

6. THE EMPLOYER MEASURE

The indicators of effectiveness in serving employers. This measure will be developed by the Secretaries of Labor and Education.

To calculate each measure, the US Department of Labor will issue guidance on how the numerator and denominator are determined.

Under WIA most states had a waiver to be measured using the three common measures developed by the US Department of Labor. They were placement, retention and wage. Under WIOA there are now six measures for all the core partner programs. The measures apply to all four core programs but there will be a different baseline negotiated with each of the core partners. The education measures will not apply to Wagner-Peyser labor exchange programs because they do not offer participants educational options.

In addition to the new measures, there are some other changes under WIOA. First, the measure for placement and wage will not be counted until the second quarter after a participant exits the system. Second, rather than use an average for the wage measure, the core partners will be measured using the median wage of all the participants in the cohort being measured. Third, the employer measure is still unknown.

The measures for WIOA youth are the same as they are for adults but the components of how they are calculated vary in some cases from the core partner measures. The youth performance measures are:

1. PLACEMENT

The percentage of participants in education, training or unsubsidized employment, during the second quarter after exit.

2. RETENTION

The percentage of participants in education, training or in unsubsidized employment, the fourth quarter after exit.

3. WAGE

The median earnings of participants in unsubsidized employment the second quarter after exit.

4. CREDENTIAL ATTAINMENT

The percentage of participants who obtain a post-secondary credential, a high school diploma or GED during participation or within one year after exit, who are also placed or go on into post-secondary training.

5. MEASURABLE PROGRESS

The percentage of participants in an education or training program leading to a post-secondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.

6. THE EMPLOYER MEASURE

The indicators of effectiveness in serving employers to be developed by the Secretaries of Labor and Education.

The state negotiates the performance measures with the Secretary of Labor for the WIOA adult, dislocated worker and youth funding streams. Then the governor negotiates with each of the local workforce development areas in the state. States cannot veer too far from the measures negotiated with the federal government when negotiating with local areas or they risk failing the overall negotiated state measures. Under WIOA states may be sanctioned for failing their performance measures.

In addition to reporting on the measures, WIOA requires the states to report on a myriad of other elements. Some of the more significant information WIOA directs the states to report to the US Department of Labor are:

- The total number of participants served by each Core program;
- The number of participants who received career and training services, during the most recent and the preceding program years, and the amount of funds spent on each type of service;
- The number of participants who exited from career and training services during the most recent program year and the preceding program years;
- The average cost per participant who received career and training services, respectively, during the most recent program year and the three preceding program years;
- The percent of participants who received training services and obtained training related jobs;
- The number of participants with barriers to employment served by each core programs by each subpopulation;

- The number of participants enrolled in more than one core program;
- The percent of the state's annual allotment spent on administrative costs.

Congress is also asking for performance information from the eligible training providers including:

- The total number of students who exit from the programs of study;
- The total number of participants who received training by funding stream, and type of entity providing the training;
- The average cost per participant for those who received training by the type of entity that provided the training; and
- The number of individuals with barriers to employment served by each funding stream and by each subpopulation and by race, ethnicity, sex, and age.

This information will help local areas better target training funds to performing schools and effective courses of training.

Conclusion

WIOA does not consolidate or integrate workforce programs. The expectation is that the states and local boards will work on coordinating, integrating and leveraging their workforce resources to create a comprehensive workforce system. To accomplish this state and local boards have expanded functions and flexibility. By allowing states to organize local areas into regions smaller areas may eventually merge or be consolidated by working through a regional planning process that requires agreement by all the areas on policies and deployment of services.

The unified planning process allows governors to make access to the core partners' workforce services seamless to the users. By aligning the core partners' performance measures, there is a strong incentive for the core partners to work together to achieve their performance objectives. Because WIOA requires the core and mandatory one-stop partners to financially contribute to the one-stop center operations, there is an inducement to co-locate and by co-locating become familiar with each other's services and share information. Job seekers will get the combination of services they need to be successful and employers will be engaged because they can find the workers they need.

In each of the states and in each of the one-stop centers it will be up to the partners to determine how successful their workforce system will be in serving their customers.



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WAGO FUSE HACKER
CHIPS - VARIOUS SIZES

PART NO. [unclear]
Description: [unclear]
Min. Qty: [unclear]
Re-order Qty: [unclear]

PART NO. [unclear]
Description: [unclear]
Min. Qty: [unclear]
Re-order Qty: [unclear]

A WORD FROM THE AUTHOR

I hope that local elected officials, board members and their staffs find this guide helpful in navigating the Workforce Innovation and Opportunity Act of 2014. Writing the guide gave me the opportunity to think of all the ways in which the workforce system makes a difference in people's lives. When I was asked by the Workforce Development Council to take on this task, it gave me a chance to share the knowledge and expertise acquired as an attorney working inside the workforce system over the course of my career. It was my pleasure to be able to contribute in this small way to the workforce programs of the states and localities throughout our great United States. I would also like to thank the CareerSource Broward Council of Elected Officials and the Broward Workforce Development Board, Inc. for allowing me the time to produce this guide and the CareerSource Broward staff that often raise workforce issues that require me to think about practical solutions. Finally, this took a little time to write so I would like to thank my husband who says he often lives alone when I am just in the other room on the computer.





THE UNITED STATES CONFERENCE OF MAYORS

Tom Cochran

TOM COCHRAN, CEO and Executive Director
tcochrane@usmayors.org

1620 Eye Street, NW
Washington, DC 20006
Tel: 202.293.7330
Fax: 202.293.2352

CareerSource Citrus Levy Marion

Board Membership

What does it do?

The workforce board is a local, business-led organization designed to provide develop a locally-managed services to assist business in hiring and training workers. As a secondary, yet critical function, it provides guidance and financial assistance to people who need training in order to be a competitive worker. This latter function assists persons laid off from work, persons trying to get off welfare and economically disadvantaged residents of Citrus, Levy and Marion County.

The Board staff provides services through three, full service Career Centers that offer assistance to residents seeking employment or training for jobs. These centers are located in Lecanto, Chiefland and Ocala. Due to the size of the region, the Board operates two mobile units that assist those seeking work. Another specialized service, The Talent Center, focuses on professional and highly-skilled careers and assists area professionals, graduates of the College of Central Florida, Withlacoochee Technical Institute, Community Technical and Adult Education and our other training providers. Our Corporate offices are located on the Ocala CF Campus in the Enterprise Center.

The Board receives state and federal funding to accomplish this mission. There are 23 other workforce boards in Florida. Each Board is organized around a labor market/state college geographical “footprint.”

Membership categories:

- Business Members: Over 50% of the Board’s members must be private sector business members who are key managers and decision makers in their business. Members are appointed to represent key industry sectors in their county.
- Educational Members: School Superintendents and Community College Presidents or their designee; private, for-profit schools.
- Community Partners: State agencies such as the Department of Children and Families; Vocational Rehabilitation; Veterans; Economic Development agencies; Housing agencies; and, organized labor.

Members are appointed to the Board by an elected official Consortium, comprised of a county commissioner from each of our counties to ensure that services are provided to the residents of his/her county.

Members are governed by Florida’s Government in the Sunshine laws and are required to file limited financial disclosure

When and where does it meet?

The full Board schedules meetings quarterly, but may meet more often if required. The Board meetings rotate among the three counties and are generally held on the community college campus in each county. Webinar meetings and telephonic meeting capabilities are being reviewed to assist members in attending. Meeting generally last 1 ½ hours, as most of the work is done in the Board's committees.

The Board's Executive Committee is composed of the officers, past chair and committee chairs. It serves as the Board's administrative committee and acts on behalf of the Board between meetings, if necessary.

The board is organized around functional committees that meet between Board meetings, generally once in the interim. The meetings last approximately 1-1/2 hours. In addition to Board members, other community members serve to help provide a broad array of input into the decision-making process. The Board's operational committees are: Business and Economic Development; Career Centers; Marketing and Outreach; and Performance and Monitoring. Committee meetings are held in person in Ocala or via telephone.

More information about the Board and its services can be found at our website, www.CareerSourceCLM.com.

COMMITTEE ASSIGNMENTS – 1-1-2022

MARKETING OUTREACH & COMMUNITY RELATIONS COMMITTEE

BOARD MEMBER	REPRESENTING/COMPANY	MEMBER	REPRESENTING/COMPANY
Albert Jones - CHAIR	AutoZone		
Carl Flanagan	Financial Consultant		
Darlene Goddard	HR Consultant		
John Murphy	Citrus County Chronicle		
Kathy Judkins	SECO		
Theresa Flick	Key Training Center		

CAREER CENTER COMMITTEE

BOARD MEMBER	REPRESENTING/COMPANY	MEMBER	REPRESENTING/COMPANY
Charles Harris - CHAIR	Community Action Authority	“Lanny” Nelson Mathis	IBEW 1205
Angie White / John Cook	Vocational Rehab	Judy Houlios	Ocala Housing Authority
Christie McElroy	Levy County School Board	Pat Reddish	Consultant
David Benthusen	Citrus County School Board	Tiffany Wiggins	Katch Twenty-Two
Equilla Wheeler	Transform Co		

PERFORMANCE & MONITORING COMMITTEE

BOARD MEMBER	REPRESENTING/COMPANY	MEMBER	REPRESENTING/COMPANY
Ted Knight– CHAIR	US Marine Corps League		
Arno Proctor	ANCORP		
Brandon Whiteman	Two Twelve Benefits		
Fred Morgan	IBEW 222		
Deb Stanley	Citrus County School Board		

BUSINESS & ECONOMIC DEVELOPMENT COMMITTEE

BOARD MEMBER	REPRESENTING/COMPANY	MEMBER	REPRESENTING/COMPANY
Pete Beasley – CHAIR	Rasmussen College	Kevin Sheilley	Ocala/ Marion CEP
TBD	Citrus EDC	Lewrissa Mainwaring	Suncoast Credit Union
Angie White / John Cook	Vocational Rehab	Mark Vianello / Mike Kelly	Marion County School Board
Jeff Chang	Lockheed Martin	Mark Paugh	CF
John Hemken	A&M Manufacturing	Phil Geist	SBDC
Kathleen Betz	MRMA	Scott Osteen	Nature Coast Bus. Dev. Council
Kevin Cunningham	Re/Max Realty		

BOARD MEMBERSHIP TERMS - 1/11/22

WORKFORCE REP(20%)=8 MEMBERS (AT 33 TOTAL)				
	SECTOR	NAME	TERM EXPIRES	COUNTY
1	Apprenticeship	Fred Morgan	2029	Marion
2	CBO/ Barriers	Theresa Flick	2029	Citrus
3	CBO/ Barriers	Charles Harris	2026	Marion
4	CBO/Barriers-Vet	Ted Knight	2028	Citrus
5	Labor	Fred Morgan	2029	Marion
6	Labor	Nelson Mathis, Jr	2029	Levy
7	Youth Serving Organization	Jorge Martinez	2027	Marion
8	Youth Serving Organization	Christie McElroy	2028	Levy
GOVERNMENT/ EDC 4 SEATS				
9	Economic Development	Vacant	2026	Levy
10	Economic Development	Vacant	2026	Citrus
11	Trans/ Public Housing	Judy Houlios	2027	Marion
12	Voc Rehab	Angie White	2029	All
EDUCATION 4 SEATS				
13	Education-Adult	Mark Vianello	2027	Marion
14	Education-Higher Private	Pete Beasley	2029	Marion
15	Education-Higher Public	Mark Paugh	2026	All
16	Education-School District	Debra Stanley	2028	Citrus
PRIVATE SECTOR 17 SEATS				
17	Private Sector	Al Jones	2028	Citrus
18	Private Sector	Kevin Cunningham	2026	Citrus
19	Private Sector	Tiffany Wiggins	2028	Citrus
20	Private Sector	John Murphy	2028	Citrus
21	Private Sector	Vacant	2029	Citrus
22	Private Sector	Carl Flanagan	2026	Citrus
23	Private Sector	Arno Proctor	2029	Levy
24	Private Sector	Kim Baxley	2027	Levy
25	Private Sector	John Hemken	2028	Levy
26	Private Sector	Lewrissa Johns	2026	Levy
27	Private Sector	Vacant	2026	Levy
28	Private Sector	Brandon Whiteman	2027	Marion
29	Private Sector	Darlene Goddard	2026	Marion
30	Private Sector	Jeff Chang	2028	Marion
31	Private Sector	Kathy Judkins	2026	Marion
32	Private Sector	Pat Reddish	2027	Marion
33	Private Sector	Equilla Wheeler	2028	Marion



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Registration Number G13000102004
Status ACTIVE
Filed Date 10/16/2013
Expiration Date 12/31/2023
Current Owners 1
County MARION
Total Pages 2
Events Filed 1
FEI/EIN Number 59-3409057

Mailing Address

3003 SW COLLEGE ROAD, STE. 205
 OCALA, FL 34474

Owner Information

CITRUS LEVY MARION REGIONAL WORKFORCE DEVELOPMENT BOARD
 3003 SW COLLEGE ROAD, STE. 205
 OCALA, FL 34474
FEI/EIN Number: 59-3409057
Document Number: N96000003258

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CAREERSOURCE CITRUS LEVY MARION

Filing Information

Registration Number G13000101595
Status ACTIVE
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Expiration Date 12/31/2023
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County MARION
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**INTERLOCAL AGREEMENT AMENDING THE
CITRUS, LEVY, MARION WORKFORCE
CONSORTIUM AS CALLED FOR BY THE
WORKFORCE INNOVATION AND OPPORTUNITY
ACT, Public Law No. 113-128**

THIS INTERLOCAL AGREEMENT, made and entered into as provided in paragraph 12, pursuant to the authority of Section 163.01, Florida Statutes, by and between the counties of Citrus, Levy and Marion, of the State of Florida, each of which has adopted a resolution approving this Agreement.

WITNESSETH:

WHEREAS, Public Law 113-128, enacted by the Congress of the United States effective July 22, 2014, which act is known as the "Workforce Innovation and Opportunity Act" (hereinafter "WIOA") establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, the WIOA replaces the Workforce Investment Act of 1998 under which Federal job training monies were administered, and the adoption of the WIOA necessitates the amendment of the Interlocal Agreement Creating the Citrus, Levy, Marion Workforce Consortium; and

WHEREAS, the WIOA creates a partnership among state and local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the WIA requires the Governor to designate Workforce Development Areas (WDA) to promote the effective delivery of workforce development programs and further provides that a consortium of units of general local government may constitute such a WDA; and

WHEREAS, Citrus, Levy and Marion Counties desire to form a WDA under the WIOA for workforce development; and

WHEREAS, the Board of County Commissioners of each of the parties to this Agreement desires that its county be included in an area workforce development plan to avail its citizens of the benefits of the WIOA; and

WHEREAS, the Governor has the authority to "grandfather" the parties to this Agreement as a WDA for the purposes of the WIOA; and

WHEREAS, the WIOA requires the establishment of a Workforce Investment Board (WIB) to provide policy guidance for, and exercise oversight with respect to, activities under the Workforce program for its WDA in partnership with the units of general local government within its WDA; and

WHEREAS, it is the responsibility of the Board of County Commissioners of each County in the WDA to appoint members to the WIB in accordance with the WIOA and an agreement entered into by the Board of County

Commissioners of each County; and

WHEREAS, it is the responsibility of the WIB, in accordance with an agreement with the Board of County Commissioners of each County in the WDA, to develop a workforce development plan; and

WHEREAS, the workforce development plan must be approved jointly by the WIB and the Board of County Commissioners of each County in the WDA and thereafter be submitted to the Governor; and

WHEREAS, within the Workforce Development Area comprised of Citrus, Levy and Marion Counties, there currently exists an efficient and effective delivery system of federally and state- funded employment and training programs which are customer-centered; and

WHEREAS, Citrus, Levy and Marion Counties now desire to enter into an Interlocal Agreement to provide for the creation of a local WIB and to provide workforce development services within the WDA; and

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

WHEREAS, the programs envisioned under the control of the local workforce development boards include, but are not limited to, those currently funded through the WIOA, the Florida Welfare Transition Program, 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;

NOW, THEREFORE, the parties hereto agree as follows:

1. Establishment of the Citrus, Levy, Marion Workforce Development Consortium (CLMWDC).

There is hereby established a multi-jurisdictional arrangement, the "Citrus, Levy, Marion Workforce Development Consortium" (CLMWDC) among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the WIA. The CLMWDC shall consist of three (3) members. The Boards of County Commissioners of each county shall each designate a member of the County Commission to serve as the County's representative on the CLMWDC.

2. Identification of Parties to this Agreement

Each of the parties to this Agreement is a county of the State of Florida,

and as such is a general purpose political subdivision which has the power to levy taxes and spend funds, as well as general corporate and police powers. The governing body of each of the parties to this Agreement is its Board of County Commissioners and each party to this Agreement is identified as follows:

NAME/ADDRESS

Board of County Commissioners
Citrus County, Florida
110 N. Apopka Ave.
Inverness, FL 34450

Board of County Commissioners
Levy County, Florida
P. O. Box 310
Bronson, FL 32621

Board of County Commissioners
Marion County, Florida
601 SE 25th Avenue
Ocala, FL 34471

3. Geographical Area to be Served by this Agreement

The geographical areas which will be served by this Agreement are the entire geographical areas of each of the three (3) member counties, which geographical areas are legally described in Chapter 7, Florida Statutes, which legal descriptions are incorporated herein by this reference.

4. Size of Population to be Served

The population of the three-county area to be served by this Agreement is 548, 676 (Citrus 147,929 / Levy 40,770 / Marion 359,977) based upon the population projections prepared by the Florida Department of Economic Opportunity, Labor Market Information Center, 2018.

5. Agreement Not Prohibited By Law

This Agreement is not prevented by State or local law from taking effect in the entire geographical area which the parties intend to serve.

6. Powers of the CLMWDC.

The parties hereto empower the Citrus Levy Marion Workforce Development Consortium (CLMWDC) to exercise the following designated decision-making powers, delegated to the Board of County Commissioners of each county pursuant to the WIOA, over all plans, programs, and agreements and to enter into agreements and contracts to provide those services currently provided or contemplated to be provided under Florida's Welfare Transition Program, the Wagner-Peyser Act, Perkins vocational training, school-to-work transition programs, Vocational rehabilitation, JOBS, WTW, Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs. More specifically, the CLMWDC is hereby authorized and empowered:

- (1) to establish the WIB as the Citrus, Levy, Marion Regional

Workforce Development Board (CLMRWDB) and, where such authority is delegated by an individual Board of County Commissioners to its CLMWDC member, to appoint local members to the CLMRWDB, all in accordance with Section 107 of the WIOA and F.S. 445. CLMRWDB board members shall serve the functions described in Section 107 of the WIOA. In the absence of such delegation, the authority to appoint local CLMRWDB Board members shall reside in the individual Boards of County Commissioners for the county from which the individual CLMRWDB Board member is to be appointed. The authority to appoint at-large members to the CLMRWDB shall reside in the CLMWDC; and

(2) to enter into an agreement(s) with the CLMRWDB to determine the selection of a grant recipient and an entity to administer the job training plan, the one stop operator and to determine the procedures for development of the job training plan as described in Section 108 of WIOA; and

(3) to review and approve all workforce development plans prepared under Section 108 of the WIOA and jointly submit, along with the CLMRWDB, said plans to the Governor; and

(4) to perform any other appropriate duties necessary for the accomplishment of and consistent with the purposes of this Agreement and the WIOA; and

(5) to further empower the CLMRWDB to enter into agreements with the State of Florida Department of Economic Opportunity(DEO) or any other selected entity to administer Florida's Welfare Transition Program, Wagner-Peyser Act

Funds, Perkins vocational training, school-to-work transition programs, vocational rehabilitation, JOBS, WTW, Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs; and to manage and control all those local functions traditionally managed and controlled by the DEO and,

(6) to further empower CLMRWDB to enter into agreements to provide marketing services for the above referenced functions; and,

(7) to establish rules for the conduct of business.

7. Quorum and Voting

At all meetings of the CLMWDC, the presence in person of a majority of the whole CLMWDC shall be necessary and sufficient to constitute a quorum for the transaction of business. At all meetings of the CLMWDC at which a quorum is present, all matters shall be decided by a majority vote of the members of the CLMWDC present.

8. Workforce Area Designation

Pursuant to the designation by the Governor, the three (3) counties constituting the CLMWDC shall be the WDA as provided for in Section 106 of the WIOA for the geographical area covered by this Agreement.

9. No Local Funds Required of Counties

No funds will be provided from the treasuries of any of the parties to this Agreement for implementation of the WIOA program, it being the intent hereof that all funding of the WIOA program and the other programs contemplated to be

managed pursuant to this Agreement shall be accomplished entirely by grants pursuant to the WIOA and any other available State or Federal grants. However, in accordance with Section 117(d)(3)B of the WIA, each county recognizes that appointing a WIB does not release the local elected officials or the Governor of the State of Florida for liability for misuse of grant funds obtained under the WIOA.

10. Legal Requirements

a. All parties agree to comply with all Federal, State and Local anti-discrimination laws in the administration of this Agreement.

b. All Workforce Development Plans shall be approved by the CLMRWDB and all individual members of the CLMWDC.

11. Duration of Agreement

This Agreement shall commence on the Effective date described in Paragraph 12 and shall run through the thirtieth (30th) day of June 2025. Thereafter, this Agreement may be renewed by a further writing between the parties.

12. Applicability and Effective Date

This Agreement replaces the previous Interlocal Agreement Creating the Citrus, Levy, Marion Workforce Consortium and shall be effective July 1, 2020 upon the execution hereof by the final signatory adopting this Agreement and upon filing the same with the Clerk of the Circuit Court in each County prior to July 1, 2020.

13. Dispute Resolution Process

If, during the course of this Agreement, there is a dispute between the parties, the following procedures will apply:

(1) The party which has the dispute shall notify the other parties of the nature of the dispute, in writing, with a copy to the Governor of the State of Florida;

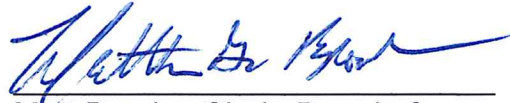
(2) All disputes and controversies of every kind and nature between the parties arising out of or in connection with this meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination shall be submitted to non-binding mediation. If the parties cannot agree upon a mutually satisfactory mediator within sixty (60) days of receiving a request for appointment of a mediator from any party to this agreement, then the Chief Judge of the Fifth Judicial Circuit shall be requested to select a mediator to mediate the dispute. The cost of the mediator shall be shared equally by the parties.

(3) If, after hearing the dispute, accord is not reached on the resolution of the dispute, the party that raised the dispute may, by giving one hundred eighty (180) days written notice, before the end of the program year (before June 30th) withdraw from the CLMWDC, effective July 1st of the following program year, or at such later time as designated by the Governor of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates set forth below, and hereby agree to be bound by the terms and provisions set forth herein.

SIGNATURE PAGE

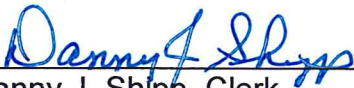
COUNTY OF LEVY



Matt Brooks, Chair, Board of
County Commissioners

DATE: 2-4-2020

ATTEST: Clerk of the Circuit Court
And Ex Officio Clerk to the Board
Of County Commissioners



Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



Anne Bast Brown, County Attorney

SIGNATURE PAGE

COUNTY OF CITRUS

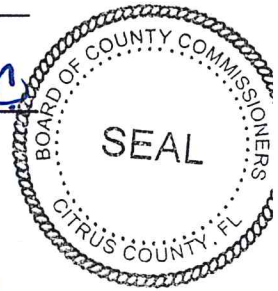
BY: _____

ATTEST: _____

DATE: 1-21-20

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SIGNATURE PAGE

COUNTY OF MARION

BY: Kathy Bryant
Kathy Bryant, Chairman,
Board of County Commissioners

DATE: February 18, 2020

ATTEST: [Signature]
David R. Ellspermann, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
Matthew G. Minter, County Attorney

**AGREEMENT TO ESTABLISH THE CITRUS LEVY MARION REGIONAL
WORKFORCE DEVELOPMENT BOARD
UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

WITNESSETH:

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA), P.L. number 113-128 calls for the creation of a workforce investment board (WIB) to serve local workforce development areas; and

WHEREAS, the counties of Citrus, Levy and Marion have entered into an Interlocal Agreement and requested to be designated as a local workforce development area; and

WHEREAS, the Boards of County Commissioners of Citrus, Levy and Marion Counties have entered an Interlocal Agreement and empowered the Citrus Levy Marion Workforce Development Consortium (CLMWDC) (Consortium), to serve in their capacity;

NOW THEREFORE, the parties hereto agree to constitute the CLMRWDB as follows:

1. Establishment, Composition, and Appointment of the Citrus, Levy, Marion Regional Workforce Development Board

There is hereby established the CLMRWDB, which shall be constituted in accordance with the requirements of Section 107 of WIOA and F.S. 445.

The number of members of the CLMRWDB shall be no more than Thirty-three (33). A member may represent more than one category. The following paragraphs specify the composition of thirty-three members of the CLMRWDB:

- a) There shall be sixteen (17) representatives of the private sector, nominated from business groups, industry groups or chambers of commerce and economic development agencies. The appointments should, to the best extent possible provide balanced representation:
 - a. From each of the three counties; and
 - b. Of the key industry sectors in the local area

- b) At least twenty percent (20%) of CLMRWDB will be representatives of the workforce:
 - a. Two (2) representatives shall represent organized labor, nominated by their local unions;
 - b. One (1) representative shall represent apprenticeship programs in the area and be a member of organized labor, a training director for

a joint labor-management program or represent an apprenticeship program in the area;

- c. Five (5) representatives will be appointed that serve as representative for persons with barriers to employment; veterans; or the needs of youth, including out of school youth.
- c) There shall be four (4) educational representatives who:
 - a. Represent adult education and literacy;
 - b. Institutions of higher education;
 - c. Local education agencies or community-based organizations that possess skills in serving persons with barriers to employment;
 - d. One (1) representative from a private institution of higher education.
- d) Four (4) members shall represent governmental and economic development organizations:
 - a. Two (2) shall represent economic development;
 - b. One (1) shall represent vocational rehabilitation;
 - c. One shall represent transportation, public housing, or public assistance.

It is the desire of the Consortium to have engaged the maximum representation from key organizations within the three county area. Rather than create a large Board, the Consortium is asking that the Board of Directors, through its By-Laws, secure the involvement and input of groups as committee members.

2. **Terms of Office**

Terms of office for the individuals identified in Section 1 above shall be five (5) years except for the CLMWDC member who shall always be the current chair of the CLMWDC. CLMRWDB shall be entitled to remove a member for cause as set forth in the CLMRWDB Bylaws.

3. **Effect of Agreement**

This Agreement to Establish the CLMRWDB shall be effective March 10, 2021, supersedes all previous Agreements to Establish the CLMRWDB and continue during the life of the Interlocal Agreement creating the authority of the CLMRWDC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on March 10, 2021.

SIGNATURE PAGE

CITRUS, LEVY, MARION WORKFORCE
DEVELOPMENT CONSORTIUM

MARION COUNTY MEMBER

BY:  _____

ATTEST:  _____

DATE: 3/10/2021

SIGNATURE PAGE

CITRUS, LEVY, MARION WORKFORCE
DEVELOPMENT CONSORTIUM

CITRUS COUNTY MEMBER

BY: Ruthie Davis Schlabach

DATE: 3-17-2021

ATTEST: [Signature]

SIGNATURE PAGE

CITRUS, LEVY, MARION WORKFORCE
DEVELOPMENT CONSORTIUM

LEVY COUNTY MEMBER

BY: Russell S Meeks Jr

DATE: 3/14/2021

ATTEST: B. Dan

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. CLMRWDB and CLMWDC shall jointly approve locally negotiated performance measures. These measures will be negotiated by the senior management of CLWRWDB and presented to CLMRWDB for review and approval; and then to CLMWDC for final approval at the next regularly scheduled meetings of each body. CLMRWDB staff shall report performance metrics to each body at least quarterly. Any performance incentives shall be incorporated into the operational budget for the general good of the workforce area.

G Because the WIOA 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 WIOA, 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**.

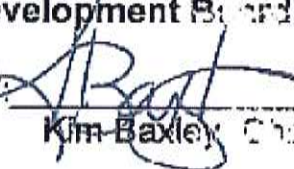
VII. Independence of Terms Under This Agreement

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 10th day of March, 2021, and hereby agree to be bound by the terms and provision set forth herein effective July 1, 2020.

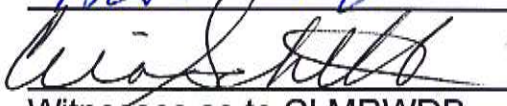
**Citrus, Levy, Marion Regional Workforce
Development Board Inc.**

BY:



Kim Baxley, Chair

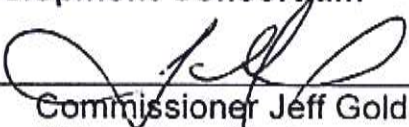





Witnesses as to CLMRWDB

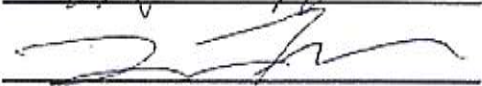
**Citrus, Levy Marion Workforce
Development Consortium**

BY:



Commissioner Jeff Gold,
Consortium Chair





Witnesses to CLMWDC

AGREEMENT
BETWEEN CITRUS LEVY MARION REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., D/B/A
CAREERSOURCE CITRUS LEVY MARION
AND THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

This Agreement is entered into between the State of Florida, Department of Economic Opportunity (“DEO”), and Citrus Levy Marion Regional Workforce Development Board, Inc., d/b/a CareerSource Citrus Levy Marion (“Board” or “Subrecipient”). DEO and the Board are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, DEO is Florida’s designated state agency for receipt of federal workforce development funds, and is required to carry out the duties and responsibilities assigned by the Governor under each federal grant assigned to DEO; and

WHEREAS, the Board is a “subrecipient” of funds (as that term is defined by federal law), and a “recipient” of funds (as that term is defined by state law); and

WHEREAS, pursuant to section 121(h) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and section 445.009(2)(c), Florida Statutes, DEO and the Board intend for this Agreement to satisfy the requirements that the Board enter into a memorandum of understanding and infrastructure funding agreement with each mandatory or optional partner participating in the one-stop delivery system.

1. DEFINITIONS AND ACRONYMS.

- a. **“Board”** means the Local Workforce Development Board
- b. **“CDBG-DR”** means Community Development Block Grant-Disaster Recovery.
- c. **“CFR”** means Code of Federal Regulations.
- d. **“CLEO”** means the Chief Local Elected Official.
- e. **“DCF”** means the Florida Department of Children and Families.
- f. **“FDLE”** means the Florida Department of Law Enforcement.
- g. **“LWDA”** means Local Workforce Development Area.
- h. **“MOU”** means Memorandum of Understanding.
- i. **“NFA”** means Notice of Award/Notice of Fund Availability.
- j. **“RA”** means Reemployment Assistance.
- k. **“SNAP E&T”** means the Supplemental Nutrition Assistance Program Employment & Training program.
- l. **“State Board”** means the State Workforce Development Board.
- m. **“TAA”** means Trade Adjustment Assistance.
- n. **“WIOA”** means the Workforce Innovation and Opportunity Act.
- o. **“WP”** means the Wagner-Peyser Act.
- p. **“WT”** means the Welfare Transition program.

2. TERM AND EXPIRATION. The Effective Date of this Agreement is May 15, 2021, and may continue for three years, through May 15, 2024 (the “Expiration Date”), unless otherwise terminated as set forth herein. In accordance with section 121(c)(2) of WIOA, this Agreement will be reviewed, and if substantial changes have occurred, renewed, at least once every three years to ensure appropriate funding and delivery of services. This Agreement may be renewed or extended for a period of time to be determined by DEO in its sole discretion, and without the Board’s approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior agreement in effect between DEO and the Board regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the “Agreement Period”. Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the LWDA is redesignated in whole or in part, or the Board is decertified, then DEO may terminate this Agreement. If DEO elects to terminate this Agreement, then DEO will notify the Board and the CLEO of such termination, when the termination becomes effective, and any termination instructions.

3. FISCAL AND ADMINISTRATIVE CONTROLS.

- a. DEO will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. DEO shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not create DEO's default under this Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced. The Subrecipient shall not expend funding provided under this Agreement or made available pursuant to any NFA to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO) or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which the Subrecipient instituted or in which the Subrecipient has joined as a claimant.
- b. DEO will make funding available to the Subrecipient by issuing NFAs through DEO's financial management information system. Each NFA may list or incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's successful performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if a conflict between the terms of this Agreement and any NFA, the terms of the NFA shall control.
- c. Accountability for Funds.
 - i. Reduction or Suspension of Funding. DEO may partially, completely, temporarily or permanently, reduce or suspend any funding provided under this Agreement or funding made available pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and regulations, or the terms of this Agreement or any NFA. DEO will exercise its authority to reduce or suspend funding in accordance with the applicable federal and state laws, rules, regulations, and policies.
 - ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, DEO has an absolute right to recoup funds. DEO may refuse to reimburse the Subrecipient for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of funds if DEO terminates this Agreement.
 - iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of funds; (ii) a use of funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an "Overpayment"), then the Subrecipient shall return such Overpayment of funds to DEO.
 - iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to DEO within 30 days of the Subrecipient's discovery of an Overpayment or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest, pursuant to 2 CFR 200.410, at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
- d. By signature below, the Subrecipient certifies to DEO that it has written administrative procedures, processes, and fiscal controls in place for the operation of WIOA, WP, TAA, SNAP E&T, WT, CDBG-DR and any other program for which the Subrecipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this Agreement. DEO may request copies of the Board's

written procedures and policies for review. As needed, DEO shall provide guidance and technical assistance to the Subrecipient to ensure compliance with this section. If the Subrecipient cannot certify that it has written administrative procedures, processes, and fiscal controls in place for the operation of any program for which it may receive funds at a future date, then as a condition precedent to the award of any funds, the Subrecipient shall establish and adopt such written administrative procedures, processes, and fiscal controls, as necessary for the applicable program.

- e. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal controls in place for the payment of supportive services including, but not limited to prepaid gas or prepaid debit cards. Controls must address issuance, storage, and reconciliation of prepaid gas or prepaid debit cards. The Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that the value of the supportive service is consistent with the documented need of the participant.
- f. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.
- g. The Board will appoint at least one Regional Security Officer that is responsible for ensuring the Board's compliance with all information system security matters and system access control for users of DEO-owned systems. The Regional Security Officer will comply with policies and requirements imposed by DEO. The Subrecipient will designate a custodian for purchased property and equipment that will be responsible for ensuring the Subrecipient's compliance with 2 CFR §§ 200.310-200.316.
- h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one-stop delivery system. The Subrecipient and its designated one-stop operator or managing partner shall be responsible for all activities involved in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and otherwise managing leases.
- i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents produced, approved, or disseminated by DEO, the State Board, or any other entity whose funds are made available to the Subrecipient through DEO. These documents will be made available on DEO's website or distributed to the Subrecipient through other means.
- j. Funds provided to the Subrecipient by DEO may not be used to pay consultants, as that term is defined in 5 CFR 304.102, in excess of \$710 per day and must be documented as reasonable and necessary.

4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.

- a. DEO may request any information at any time from the Subrecipient. The Subrecipient shall provide any requested information in the form and manner requested by DEO, within the time frame established by DEO, so DEO may review the Board's performance and compliance and compile and submit information to the appropriate parties. The Board shall provide timely electronic data to DEO, via the electronic financial and programmatic data systems established by DEO in order to allow DEO to provide accurate reports to state and federal funding agencies, the State Board, and other interested parties, and to review the Board's fiscal status and performance.
- b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take prompt corrective action with respect to any audit findings.
- c. The Subrecipient shall allow access to representatives of DEO, DEO's Office of Inspector General and Office of Civil Rights, appropriate representatives from other state and federal funding agencies, and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections, investigations, proceedings, hearings, or audits (each a "Compliance Review"). The Subrecipient will fully cooperate with any Compliance Review conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement and may result in the termination or suspension of this Agreement and any funding provided by DEO.

DEO reserves the right to, in its sole discretion, decide what constitutes full cooperation under this paragraph. DEO may exercise its rights under this paragraph at any time and as frequently as DEO deems necessary. The Subrecipient will reimburse DEO for all reasonable costs incurred by DEO for any activity conducted pursuant to this section that results in the suspension or termination of this Agreement. The Subrecipient will not be responsible for costs incurred from activities conducted under this section that do not result in the suspension or termination of this Agreement. Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (c).

- d. Annually, the subrecipient shall submit the following information electronically to FMA-RWB@deo.myflorida.com or uploaded to SharePoint by the deadlines prescribed below:
- Completed Salary Cap by April 1;
 - Annual detailed budget of revenues and expenditures by funding source by October 1; and
 - Completed Internal Control Questionnaire signed by Board Chair and Executive Director by September 30 or within 30 calendar days after the Internal Control Questionnaire is provided to the Subrecipient, whichever is later.
- e. The State Board and DEO have established special guidelines concerning audit quality as guidance for the Board. For the procurement of the audit services, the Board must procure these services in accordance with Florida Statutes. As part of these guidelines, the Board is also required to communicate to their independent auditors (auditor) the following procedures that must be performed:
- i. It is essential that the auditor test the Board's reconciliation of its financial records to the Subrecipient Enterprise Resource Application (SERA) maintained by DEO. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the Board in a satisfactory manner.
 - ii. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems. However, the State Board and DEO have established state level guidance for cash management that should also be tested. The auditor should review the key guidelines contained in the SERA Manual produced by DEO concerning cash management, especially the criteria for Allowable Cash on Hand, and conduct the appropriate tests of compliance.
 - iii. It is required that auditors always prepare and submit a management letter for those findings and observations not included in the audit report, as opposed to providing only a verbal briefing. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, concerning the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.
 - iv. All funds overseen, managed, or administered by the Board must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the Board or Board's leadership exercises any controlling influence, such as a foundation or an association. For purposes of this guidance document, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.
 - v. For any affiliated organization, at a minimum the audit report should disclose the entity's mission or purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity's relationship to the Board's activities; and a statement that the activities of the entity comply with Federal Regulations and Florida Statutes, as applicable. The auditor may need to provide other disclosures and presentations (such as consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities.

- vi. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by the DEO.
 - vii. The Board must limit the audit services to no more than five years and then must follow Florida Statutes and its own policies to competitively re-procure these services. The previous audit firm may be awarded the new contract for audit services through the competitive procurement if the lead partner of the audit firm had not been engaged as the lead partner with the Board for any of the previous five years.
- f. DEO will meet at least annually with the CLEO and the Board to review the Board's performance and compliance and will notify the Board's Chief Executive Officer and CLEO in writing of any findings, deficiencies, recommendations, or other areas of concern. The Board's failure to meet its negotiated level of performance or its failure to comply with state and federal laws, regulations, standards or the terms of agreements between the Board and DEO may constitute grounds for corrective measures, sanctions and remedies, consistent with WIOA and any policies of DEO or the State Board. DEO may require corrective measures be taken in accordance with a Performance Improvement Plan, or other appropriate action, developed by DEO. The Board's failure to comply with the terms of any Performance Improvement Plan or other appropriate action will constitute a material breach of this Agreement, may result in the suspension or termination of this Agreement, the reduction or withholding of funding provided under this Agreement, or any other sanction or remedy available to DEO by law.

5. THE BOARD'S ONE-STOP DELIVERY SYSTEM. The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c) and 678.305. The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S., and applicable policies, including the following one-stop delivery system requirements:

- a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the infrastructure funding agreement is effective. This may be a different time period than the duration of the MOU.
- b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the career center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).
- c. Identification of all career center partners, chief local elected officials, and Board participating in the infrastructure funding arrangement.
- d. Steps the Board, chief local elected officials, and career center partners used to reach consensus or an assurance that the local area followed the guidance for the State funding process.
- e. Description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.
- f. Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.
- g. The Board shall incorporate infrastructure funding provisions in each memorandum of understanding with its one-stop partners. Remedies for nonperformance must also be included.

6. SERVICES DELIVERED BY DEO STAFF WITHIN THE BOARD'S ONE-STOP DELIVERY SYSTEM.

- a. Certain workforce program services will be performed by DEO staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, services to veterans,

services to migrant and seasonal farmworkers, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict regarding management of DEO staff to DEO for resolution.

- b. The Parties shall maintain a staffing structure chart describing each career center site location, the designated one-stop operator or managing partner at the site location, all DEO staff placed at the site location, and the position classification and program assignment for each DEO staff member working at the site location. The Board must provide a copy of the staffing structure in an organizational chart to DEO Human Resources annually by July 1 or within 30 days upon changes to the organizational structure related to DEO staff members. All necessary changes to the staffing structure chart will be made by the Parties in a timely fashion.
- c. The Board will provide DEO information and recommendations regarding the performance of DEO staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of DEO staff. DEO will act on the information provided by the Board, but the ultimate decision for any personnel action remains with DEO.
- d. DEO staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all DEO policies - including DEO's travel, leave, and time distribution policies. DEO staff assigned to the Board will be required to obtain their local manager's approval prior to taking leave.
- e. The Board shall consult with DEO with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any DEO staff holding positions covered by a collective bargaining agreement. DEO will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.
- f. DEO retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of DEO staff.
- g. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for DEO staff. The personnel liaison must be a DEO staff member. The Board will provide the name and contact information of the designated personnel liaison to the DEO Human Resource Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.
- h. The Board shall jointly plan with DEO for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Board will provide the services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board's partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, services to employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification purposes, "basic career services" are referred to as "core services" in section 445.009(6)(a)(c), Florida Statutes, and "individualized career services" are referred to as "intensive services" in section 445.009(7), Florida Statutes.
- i. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

7. OPEN GOVERNMENT AND CONFIDENTIALITY.

- a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator for the purpose of ensuring that all public records matters are handled appropriately.

- b. IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT DEO'S CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**
- c. The Board will have access to varying types of confidential information as a result of its performance under this Agreement. The Board will protect the confidentiality of any information to which it has access in accordance with applicable law. The Board will obtain guidance from DEO with respect to confidentiality matters. DEO will facilitate the Board's requests for guidance from other state agencies.
- d. Staff of the Board, its agents, contractors, subcontractors and any other entity performing services on behalf of the Board granted access to workforce information systems, including systems containing confidential information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form must be retained by the Board and made available to DEO upon request.
- e. Board requests for DEO data must come from Board executive staff to DEO. DEO will not accept data requests from the Board's contractors. DEO will only grant access to DEO-owned systems to staff of the Board, its agents, contractors, subcontractors and entities performing services on behalf of the Board.
- f. DEO may provide the Board access to RA information on an ongoing basis as a result of the Board's use of shared information systems and the provision of integrated services. Access to such information will typically be at no cost (any cost imposed by DEO will be reflected in a separate agreement between the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes, and 20 CFR 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information. DEO will immediately suspend or cease providing the Board access to RA information if DEO determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR 603, and the conditions set forth below. DEO may, in its sole discretion, provide access once DEO is satisfied that the Board has cured the deficiency. The Board shall:
- i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
 - ii. store the information, whether physically or electronically, in such a manner that is secure from unauthorized access;
 - iii. ensure the information is only accessible by authorized individuals that have an actual need to access the information for a legitimate and lawful purpose;
 - iv. ensure that any entity to which the Board further discloses the information complies with these terms;
 - v. not store the information on any portable storage media device (e.g., laptops, external hard drives, thumb drives, iPads, tablets, or smartphones, etc.);
 - vi. to the extent practicable, and considering the arrangement in place under this Agreement (shared information systems), destroy the information after the purpose for which it is disclosed is accomplished in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from DEO's information systems;
 - vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a system sufficient to allow DEO to conduct an audit of transactions concerning the information;
 - viii. ensure all individuals obtaining access to the information are aware of the penalties established by section 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the execution of this Agreement; and
 - ix. allow DEO or its representatives access to conduct onsite inspections to ensure the Board's compliance with section 443.1715, Florida Statutes.
- g. The Board will immediately notify DEO of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging to DEO, DEO

reserves to right to determine whether the provisions of section 501.171, Florida Statutes, apply. DEO will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Board will provide the notifications if deemed necessary by DEO and will not provide said notifications without prior approval from DEO. DEO will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Board's control, including, but not limited to, the cost of sending breach notifications.

8. BACKGROUND SCREENINGS.

a. Level 1 Screenings.

- i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require and obtain a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances (including assignment to a new or different contract for Board contractors). The Board will develop a policy for implementing background screenings.
- ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is responsible for all costs associated with obtaining the Level 1 background screening described in this section.
- iii. The Board will maintain its background screening material in a locked file cabinet or other secure location and store the material separately from any official employee personnel file. The Board will protect the confidentiality of the screening materials as required by law or contract.
- iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1 background screening. The list must include, but need not be limited to, the name of the individual, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the employment or access granted to the individual that was the subject of the screening.

9. LOCAL PLAN AND ASSURANCES.

- a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures, and local activities that are carried out in the LWDA consistent with the state plan and must contain all content required by DEO. Further, the plan must describe the Board's methods for ensuring the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. The Board will continue to develop and update its local plan in accordance with applicable provisions of law and as directed by DEO or the State Board.
- b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- c. In accordance with 448.095, F.S., the State of Florida expressly requires the following:
 - i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the

E-Verify system.

- ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
- d. If an entity does not have an E-Verify MOU in effect, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

10. PROCUREMENT.

- a. If the Board enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, DEO will provide a form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.
- b. If the Board is affiliated with a local government entity, it will ensure compliance with section 287.133(2)(a), Florida Statutes. Any person or affiliate, as defined by that section of the Florida Statutes, placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to any solicitation for the provision of goods or services to the Board. The Board will not accept any solicitation response from such an entity and will not award a contract in excess of \$35,000 for a period of 36 months from the date an entity is placed on the convicted vendor list. Upon request, DEO will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph.
- c. The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. DEO recommends the Board include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's discriminatory vendor list.
- d. DEO encourages the Board to seek goods and services through the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities).
- e. The Board will obtain prior written approval from DEO prior to purchasing any information technology resource or conducting any activity that will, in any way, access DEO data and DEO-owned systems. To ensure statewide efficiency of funding, prior approval from DEO must also be obtained prior to requesting any changes or enhancements to Employ Florida.
- f. The Board shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.
- g. Funds expended for events must be compliant with 2 CFR 200.421, and DEO's Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to connect

individuals to employment and training services.

11. COMPENSATION AND TRAVEL.

- a. Funds provided by DEO may not be used to fund the salary, bonus, or incentive of any employee in excess of Federal Executive Level II, regardless of the funding source.
- b. No changes to compensation for executive staff of the Board are allowed without documented Board approval and must be in alignment with local policies and procedures. The Board shall ensure that all bonuses, pay raises, and benefits are reasonable and necessary for the successful performance of the award and are a prudent use of federal funds.
- c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense provisions, consistent with section 112.061, Florida Statutes:
 - i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061, Florida Statutes.
 - ii. Lodging expenses for an employee of the Board may not exceed the daily limit for that of employees of the State of Florida, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the Board may expend his or her own funds for any lodging expenses over the limit for employees of the State of Florida.
 - iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in accordance with the Board's travel and expense policy. The Board's travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort, and security.

12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

- a. The Board shall ensure that the local area designation complies with the requirements outlined in the federal law (WIOA) and applicable state policy.
- b. The following information must be posted on the Board's website in a manner easily accessed by the public:
 - i. Notice of all Board meetings at least seven days before the meeting is to occur. Notice of special board meetings must be posted at least 72 hours before the meeting is to occur.
 - ii. Current employee positions and salary information for each position (including performance bonuses).
 - iii. A plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties for the five most recent years.
 - iv. A list of all current board members, company or entity that the Board member is employed by or owns, and their terms of service.
 - v. Interlocal agreement(s), as applicable.
 - vi. Single Audit for the two most recent years.
 - vii. Board meeting and committee minutes within 15 days of Board approval with two most recent years of board meeting minutes posted on the website.
 - viii. Tax return for the two most recent years.
 - ix. All active agreements with another board that delegates partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed \$35,000.
- c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply

with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.

- d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004.
- e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement. For purposes of this paragraph, "discovery" means when the Board has knowledge of or should reasonably know that there has been a violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- f. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
- g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written form, the words "State of Florida, Department of Economic Opportunity" will appear in the same size letters or type as the name of the entity.

13. ETHICS.

- a. The Board shall adopt an employee ethics code modeled after the provisions of Chapter 112, Florida Statutes, and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff and for maintaining the Ethics Code and for, which addresses:
 - i. The acceptance of gifts;
 - ii. Self-dealing;
 - iii. A prohibition on unauthorized compensation;
 - iv. Conflicting employment or contractual relationships;
 - v. Appropriate disclosure and use of information; and
 - vi. Nepotism.
- b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law and applicable State Board and DEO policies. The Board will make reasonable modifications to the policy if requested by DEO. The Board must ensure that adequate firewalls are in place to prevent actual or perceived conflicts of interest, poor internal controls, or the appearance of impropriety.
- c. The Board must ensure grievance procedures and Equal Opportunity representation, consistent with 20 CFR 683.285, is available and made known to staff, participants, and other interested parties in the local workforce development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations of policy or law without fear of retaliation.

- d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote, or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of this paragraph, "gratuity" means any payment of more than a nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. DEO encourages the Board to contact the Florida Commission on Ethics for any questions regarding its compliance with this paragraph.
- e. **Prohibition on Lobbying.** The Subrecipient shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

14. LOCAL BOARD COMPOSITION, BOARD MEMBER SELECTION AND TRAINING.

- a. The Board must ensure that the local workforce board composition is compliant with all federal and state laws, polices, procedures, and rules.
- b. The Board, in consultation with the CLEO, must develop and implement clear processes and procedures for recruiting, vetting, and nominating Board members and documenting their qualifications in alignment with the requirements of WIOA, and compliant with all federal and state laws, polices, procedures, and rules.
- c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.
- d. The Board shall ensure Board members complete mandatory Board orientation and training. The Board shall take all reasonable steps necessary to encourage attendance by the CLEO at Board orientation and training. The Board shall retain and provide to DEO upon request the dates of training and sign-in sheets (or other evidence of attendance) of training participants.

15. RELATED PARTIES. The purpose of this section is to help DEO ensure transparency and accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility of the improper expenditure of state or federal funds.

- a. **Related Parties.** For purposes of this Agreement, "Related Party" includes any: Board member; Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, the board of directors of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.
- b. **Related Party Contract.** For purposes of this Agreement, "Related Party Contract" means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term "Related Party Contract" does not include retail purchases made in the ordinary course of business or payments for utility services.
- c. **Related Parties Compliance.** The Board shall comply with section 445.007(11), Florida Statutes. The Board and its employees must annually disclose to DEO's financial monitors any conflicts of interest that may arise during the upcoming year or that did arise in the current year and was not previously disclosed.
 - i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the Board for consideration and approval. The Board shall ensure that the Board member with the conflict abstains from any vote regarding the Related Party Contract.
 - ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting, the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict becomes available.

- d. Completion of Forms. For each Related Party Contract, the Board must ensure that the forms attached hereto as Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of expenditures for the current fiscal year. For conflicts unknown at the time of entering into the Related Party Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be incorporated into the minutes of the meeting at which the oral disclosure was made.
- e. Related Party Contracts \$25,000 or Greater. DEO may disapprove, in its sole discretion, any contract for the Board's failure to submit any required document or form as required by this section. Prior to execution of any contract equal to or greater than \$25,000, the Board must approve and electronically submit the documentation set forth below, along with completed copies of the forms attached hereto as Exhibits C and D, to WorkforceContract.Review@deo.myflorida.com.
- f. Related Party Contracts Less Than \$25,000. Within 30 days after execution of any contract less than \$25,000, the Board must approve and electronically submit a certified board membership roster listing all members on the Board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting. For those in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the forms attached hereto as Exhibits C and D, must be submitted to WorkforceContract.Review@deo.myflorida.com.

16. ADDITIONAL PROVISIONS.

- a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon County, Florida. In any such action, the Parties waive any right to jury trial.
- b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.
- c. The Board is fully liable for its actions, and the actions of the Board's officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and DEO, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney's fees, arising from or relating to any action of the Board.
- d. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.
- e. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- f. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.
- g. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one-stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board's website in a conspicuous, easily-accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a shutdown, the Board shall ensure that DEO and the State Board are informed within 48 hours of such shutdown or potential shutdown.

- h. The Board shall submit an Annual Report (Exhibit E), including the most recent IRS Form 990, detailing the total compensation for the Board's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual report will be due to DEO 30 calendar days after the submittal of the 990 form to the IRS. The Board must inform DEO of any changes in total executive compensation between annual reports within 60 calendar days of the change.
- 17. SERVICES TO INDIVIDUALS WITH DISABILITIES.** The Board shall designate at least one staff member for the LWDA to promote and develop employment opportunities for individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.
- 18. SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY.** The Board shall establish a policy and procedure for providing free language services to customers that have a limited ability to read and/or speak the English language.
- 19. RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** DEO will forward any customer concerns or complaints about the Board received directly or forwarded from the Governor's or legislative offices, to the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and report the action in writing to DEO so that the complaint can be closed.
- 20. LIAISONS.**
 - a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly-bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other through any appropriate liaison, as context may dictate.
 - b. DEO's formal liaison for purposes of this Agreement is Caroline ("Tisha") Womack. Ms. Womack can be reached at Caroline.Womack@deo.myflorida.com or (850) 245-7126. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Ms. Womack, or other designee.
 - c. The Board's formal liaison for purposes of this Agreement is Thomas Skinner. Thomas Skinner can be reached at tskinner@careersourceclm.com or (352)732-1700. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Thomas Skinner, or other designee.
 - d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.
- 21. REQUIRED LOCAL POSITIONS.** Appointed individuals may serve in more than one capacity or perform other job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall appoint:
 - a. A Regional Security Officer.
 - b. A custodian for purchased property and equipment.
 - c. A personnel liaison (must be a DEO merit staff member).
 - d. A public records coordinator.
 - e. An Equal Opportunity Officer, consistent with 29 CFR part 38.
 - f. An Ethics Officer
- 22. CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The

use in this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

- 23. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State’s option to withhold for the purposes of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the state or its representatives.
- 24. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Board and the authorized agent of DEO. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

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IN WITNESS HEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

DEPARTMENT OF ECONOMIC OPPORTUNITY

[LWDB Chairperson or person with authority to sign on behalf of LWDB (verify authority if not chairperson)]

DocuSigned by:

By: _____
8DZAAD05416240F...
Signature
Printed Name: Dane Eagle
Title: Executive Director
Date: 5/4/2021

By:  _____
Signature
Printed Name: Kim Baxley
Title: Board Chair
Date: 4/29/21

Acknowledged by the Chief Local Elected Official:

By: _____
Signature
Printed Name: _____
Title: _____
Date: _____

IN WITNESS HEREOF, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

**DEPARTMENT OF ECONOMIC
OPPORTUNITY**

**[LWDB Chairperson or person with authority to
sign on behalf of LWDB (verify authority if not
chairperson)]**

By: _____
Signature

Printed Name: Dane Eagle

Title: Executive Director

Date: _____

By:  _____
Signature

Printed Name: Kim Baxley

Title: Board Chair

Date: 4/29/21

Acknowledged by: the Chief Local Elected Official:

By:  _____
Signature

Printed Name: Jeff Gold

Title: Consortium Chair

Date: 5/17/2021

EXHIBIT A AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Economic Opportunity (Department or DEO) to the recipient may be subject to audits and/or monitoring by DEO as described in the Agreement and as described further in this Exhibit. No provision of the Agreement is intended to limit the terms of this Exhibit, and no provision in this Exhibit is intended to limit the terms of the Agreement. The term "contract," as used throughout this Exhibit, means the Agreement, and any individual subaward granted to the recipient through a Notice of Fund Availability (NFA).

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Attachment 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit

and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS. AUDITOR WORK PAPERS ON INTERNAL CONTROLS

The Board will obtain the internal control work papers from the auditor(s) performing its annual independent financial statement audit. The Board will keep these work papers onsite as part of their financial records and will make these records available for review by DEO upon request. The Board further agrees that, upon request, DEO will also be provided other audit work papers as needed:

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy): Audit@deo.myflorida.com
		Department Economic Opportunity
		MSC #75, Caldwell Building 107 East Madison
		Street Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street
Tallahassee, Florida 32399-1450
The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@deo.myflorida.com		Department Economic Opportunity
		MSC #75, Caldwell Building 107 East Madison
		Street Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package

was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Attachment 1 to EXHIBIT A

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

1. *The specific award information required to be set forth herein will be contained in one or more NFAs issued by DEO pursuant to the terms of the Agreement, which are incorporated herein by reference.*

**COMPLIANCE REQUIREMENTS APPLICABLE TO FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. *All requirements of this Agreement*

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST
OF THE FOLLOWING:**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

1. *The specific award information required to be set forth herein will be contained in one or more NFAs issued by DEO pursuant to the terms of the Agreement, which are incorporated herein by reference.*

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT
TO THIS AGREEMENT ARE AS FOLLOWS:**

1. *All requirements of this Agreement.*

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EXHIBIT B

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Department of Economic Opportunity.
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that the Department of Economic Opportunity has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Department of Economic Opportunity to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or the Department of Economic Opportunity. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

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**EXHIBIT C
CONTRACT INFORMATION FORM**

This form is to disclose a conflict or potential conflict and to seek approval of a contract involving a conflict or potential conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I, _____, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource _____ and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

Identification of all parties to the contract: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Contract Number or Other Identifying Information, if any: _____

Contract Term: _____

Value of the Contract with no extensions or renewals exercised: _____

Value of the Contract with all extensions and renewals exercised: _____

Description of goods and/or services to be procured: _____

Method of procurement for the goods and/or services to be procured: _____

Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: _____

The nature of the conflicting interest in the contract: _____

The board member or employee with the conflict of interest _____ did _____ did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract.

If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee abstained from voting.

I further attest that the following is being provided with this form:

- A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.
- A draft copy of the related party contract and amendments, as applicable;
- Documentation supporting the method of procurement of the related party contract; and
- A copy of the board meeting and committee meeting minutes that document the discussion and approval of the related party contract

I certify that the information above is true and correct.

Signature of Board Chair / Vice Chair*

Print Name

* Must be certified and attested to by the board's Chair or Vice Chair.

Date

**EXHIBIT D
DISCLOSURE AND CERTIFICATION OF
CONFLICT OF INTEREST IN A CONTRACT**

I, _____, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe) _____ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Description or Nature of Contract: _____

Description of Financial Benefit*: _____

For purposes of the above contract the following disclosures are made: The

contractor's principals**/owners***: (check one)

_____ have no relative who is a member of the board or an employee of the board; OR

_____ have a relative who is a member of the board or an employee of the board, whose name is:

The contractor's principals**/owners*** _____ is _____ is not (check one) a member of the board. If applicable, the principal's/owner's name is: _____

Signature of Board Member/Employee

Print Name

Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

** "Principal" means an owner or high-level management employee with decision-making authority.

*** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM VOTING DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.

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EXHIBIT E
TOTAL COMPENSATION FOR EXECUTIVE LEADERSHIP
 (Executive Order 20-44)

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Employer-Paid Insurance Benefits						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:

Executive Leadership - Anyone who is included by name or title on the form 990, part VII, or Schedule J

Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.

Other payouts: Cell phone allowances, tuition, gym memberships, and car allowances, etc.

Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee

**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
3/11/2020**

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 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 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

he 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 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 employee 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:

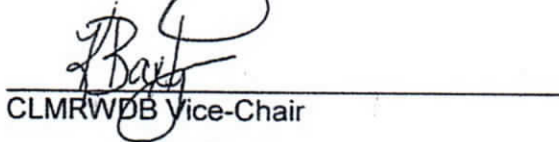
Section A: All actions taken by the CLMRWDB shall be made without regard to age, sex, race, religion, national origin, political affiliation, marital status, other prohibited bases under applicable law or handicap.

SIGNATURE PAGE

APPROVED:



CLMRWDB Chair

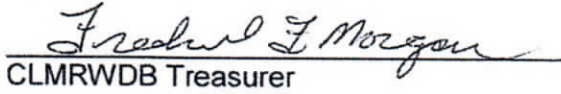


CLMRWDB Vice-Chair



Board Attorney

ATTEST:



CLMRWDB Treasurer

Locations and Office Hours

Citrus County

Career Center Manager: Christine Mestrovich, ext. 5201

683 S. Adolph Point
Lecanto, FL 34461
Phone: (352) 249-3278
Toll Free: (800) 434-5627
Fax: (352) 249-3293
Hours: Mon-Fri 8 a.m. - 5 p.m.

Levy County

Career Center Supervisor: Earl Beegle, ext. 2202

2175 NW 11th Drive
Chiefland, FL 32626
Phone: (352) 493-6813
Toll Free: (800) 434-5627
Fax: (352) 291-9544
Hours: Mon-Fri 8 a.m. - 5 p.m.

Marion County

Talent Center Services Manager: Andrea Abrams, ext. 2206

3003 SW College Road
Building 42, Suite 101
Ocala, FL 34474
Phone: (352) 840-5770
Toll Free: (844) 364-9859
Fax: (352) 291-9548
Hours: Mon-Fri 8 a.m. - 5 p.m.

Career Center Manager: Kevin Harrison, ext. 1136

2703 NE 14th St.
Ocala, FL 34470
Phone: (352) 840-5700
Toll Free: (800) 434-5627
Fax: (352) 840-5712
Hours: Mon-Fri 8 a.m. - 5 p.m.

Administration

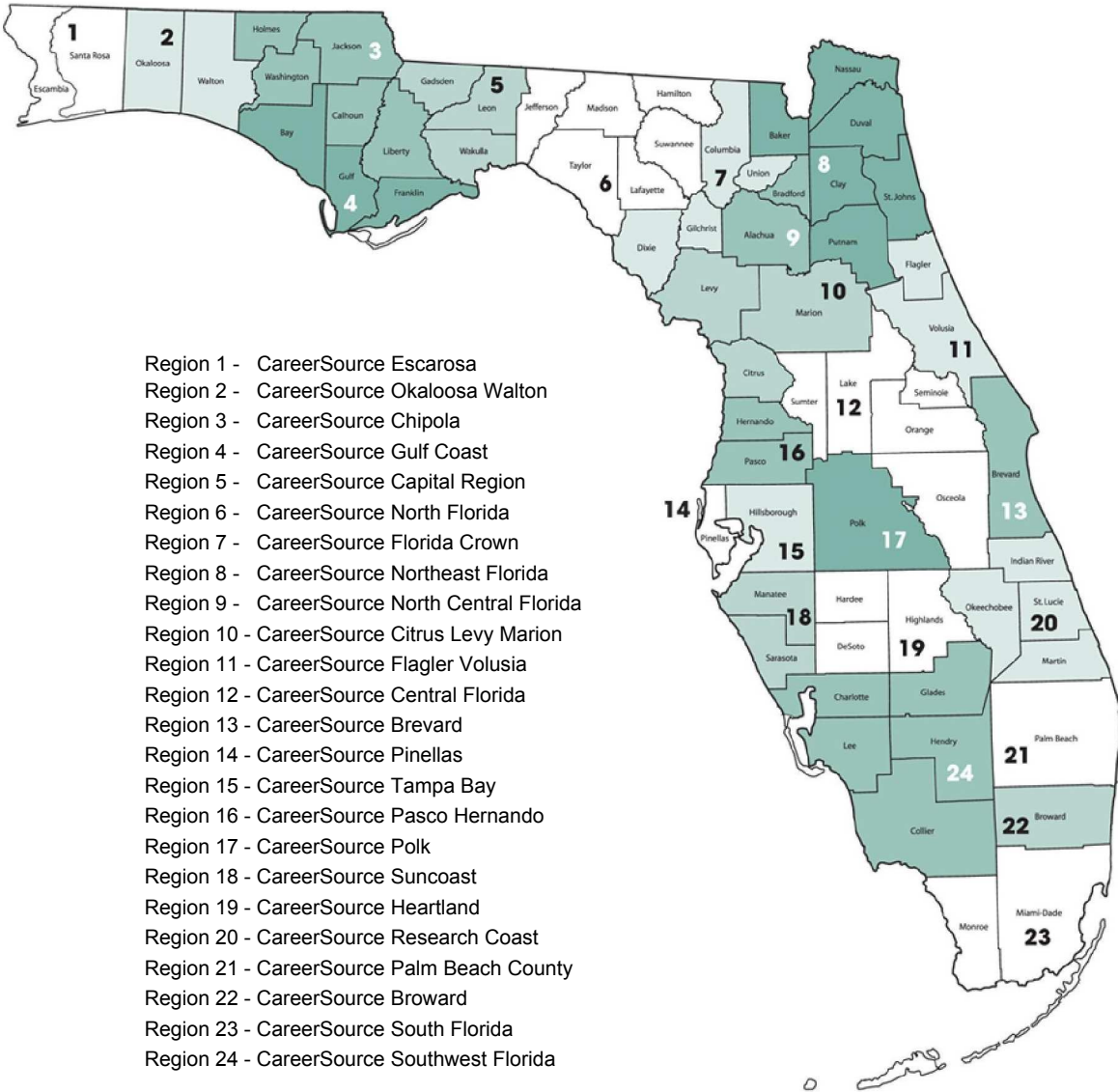
College of Central Florida Enterprise Center

3003 SW College Road
Building 42, Suite 205
Ocala, FL 34474
Phone: (352) 873-7939
Toll Free: 800-434-5627
Fax: (352) 873-7910
Hours: Mon-Fri 8 a.m. - 5 p.m.

Mobile Resource Units (MRUs)

If you are unable to visit one of our centers
our MRUs are available in selected areas.

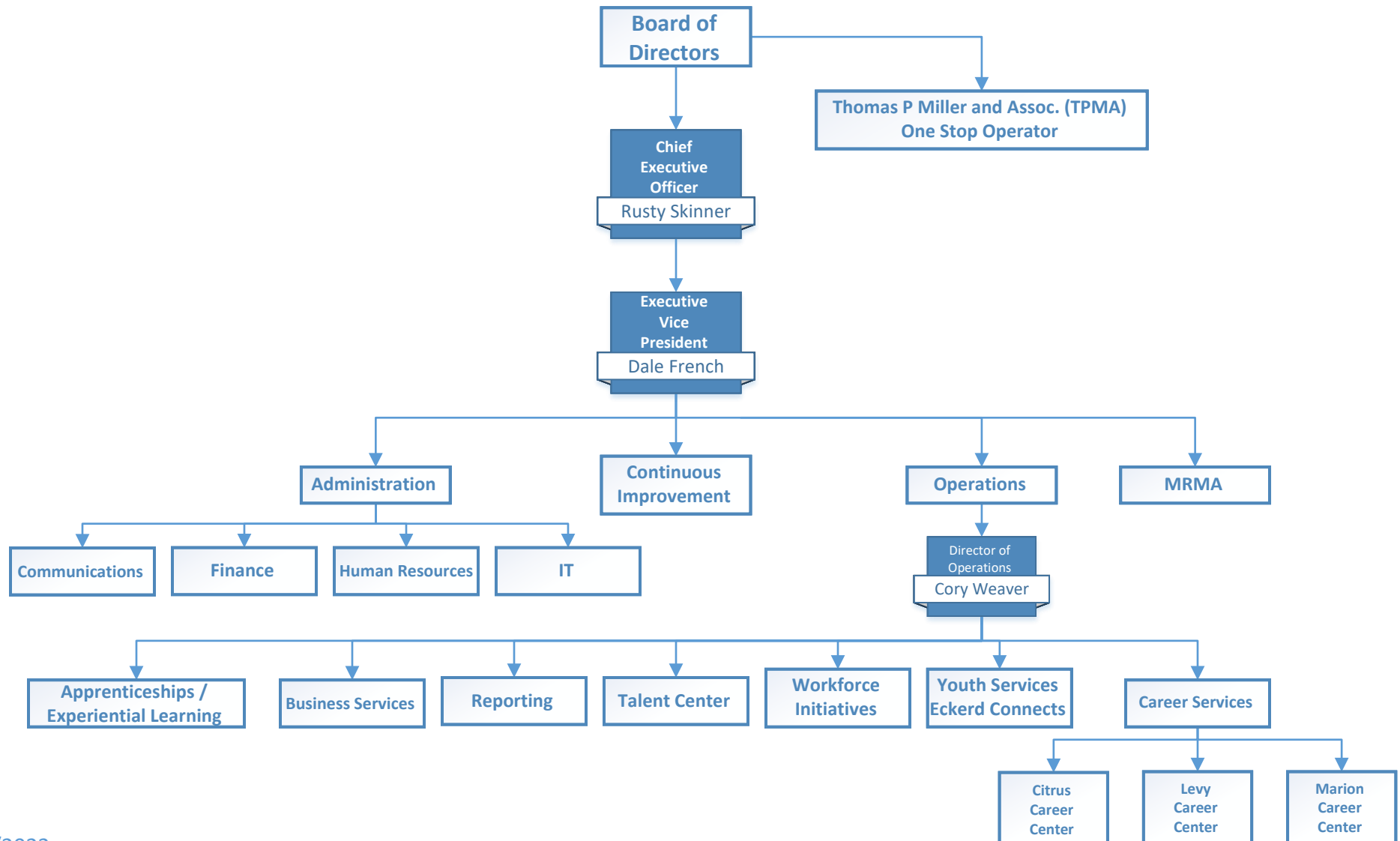
FLORIDA'S 24 REGIONAL WORKFORCE BOARDS



- Region 1 - CareerSource Escarosa
- Region 2 - CareerSource Okaloosa Walton
- Region 3 - CareerSource Chipola
- Region 4 - CareerSource Gulf Coast
- Region 5 - CareerSource Capital Region
- Region 6 - CareerSource North Florida
- Region 7 - CareerSource Florida Crown
- Region 8 - CareerSource Northeast Florida
- Region 9 - CareerSource North Central Florida
- Region 10 - CareerSource Citrus Levy Marion
- Region 11 - CareerSource Flagler Volusia
- Region 12 - CareerSource Central Florida
- Region 13 - CareerSource Brevard
- Region 14 - CareerSource Pinellas
- Region 15 - CareerSource Tampa Bay
- Region 16 - CareerSource Pasco Hernando
- Region 17 - CareerSource Polk
- Region 18 - CareerSource Suncoast
- Region 19 - CareerSource Heartland
- Region 20 - CareerSource Research Coast
- Region 21 - CareerSource Palm Beach County
- Region 22 - CareerSource Broward
- Region 23 - CareerSource South Florida
- Region 24 - CareerSource Southwest Florida



2021-2022 Organization Chart Overview



Thomas E. Skinner, Jr.
7510 State Road 13 North
St. Augustine, Florida 32092
(904) 522-1588

EXPERIENCE

CITRUS LEVY MARION REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.

CHIEF EXECUTIVE OFFICER, October 1996- present. Chief Executive Officer of three-county policy planning and oversight organization responsible for state and federal programs in the area of employment and training. Manage contractors to deliver services in accordance with state, federal and local Board policies. Report to Board of Directors appointed by three county commissioners. Collaborate with community colleges, school districts, economic development agencies, state agencies and private providers to deliver services. Budget approximately \$10 million.

- = A top performing workforce board, 1999, 2000, 2003.
- = NAWB/USDOL Demand-driven Incubator
- = 2002 Ted Small Honoree, National Association of Workforce Boards.
- = Top earner, short term performance incentives, 2002.
- = Workforce Excellence Award: Employer Services, 2002, Workforce Florida.
- = CLM "Great Places to Work tm" Program.
- = Provided consulting services at request of the State to troubled workforce programs in five-county area based in Lake City.
- = Served as operational entity for above region while under reorganization.

WITHLACOOCHEE WORKFORCE DEVELOPMENT AUTHORITY, INC.
(WITHLACOOCHEE PRIVATE INDUSTRY COUNCIL, INC.)

EXECUTIVE VICE PRESIDENT, July 1992 to October 1996. Chief executive of a three-county agency providing Job Training Partnership Act services in North Central Florida. Reported to a Board of 27 members from the three counties and managed a staff of 34. Annual budget of approximately \$6.0 million.

- = Installed three-county WAN linking 8 service locations.
- = Introduced new services through joint agency agreements and staff re-direction.
- = Developed and implemented quality improvement program.
- = Developed and implemented strong fiscal, procurement and administrative systems.
- = Improved agency performance from bottom to top performer.
- = Restructured agency to streamline services/provide new services.
- = Started first Big Brothers Big Sisters Program in three-county area.

TES ENTERPRISES

CONSULTANT, November 1991 to June 1992. Provided interim executive management and administrative services to small non-profit organizations. Services included management organization, staffing and logistic services planning and problem solving.

- = Audit problems resolved with state and federal agencies.
- = Organized staff to submit grants applications and implement contracts for services.
- = Developed purchasing systems, revised fiscal procedures to improve efficiency and cost accountability.

CITY OF JACKSONVILLE, FLORIDA

DIRECTOR, CENTRAL SERVICES DEPARTMENT, July 1987 to November 1991. Responsibilities included Fleet Management; Purchasing; Printing and Storeroom; Computer Services; Communications; Information Services; and Public Buildings

EXECUTIVE DIRECTOR, PRIVATE INDUSTRY COUNCIL, August 1979 to July 1987.

DEPUTY DIVISION CHIEF, EMPLOYMENT AND TRAINING DIVISION, May 1976 to August 1979. Also served as Senior Administrative Assistant (1975-76) Planner (1973-75).

EDUCATION

UNIVERSITY OF FLORIDA: *Master of Arts, Political Science (Public Administration), August 1973.*
Bachelor of Arts, Political Science, June 1969.

UNIVERSITY OF SOUTH FLORIDA: *Basic Economic Development Course, November 2000*

PERSONAL

Married, two children. Born July 26, 1947 in Jacksonville, Florida.
Vietnam Veteran, awarded Bronze Star.

MEMBERSHIPS

Florida Workforce Development Association, past President; current Treasurer
Florida Economic Development Council, Member
National Association of Workforce Boards, newly appointed Board member
Ocala Marion Chamber and Economic Partnership- Board member

PERSONAL RECOGNITION

Workforce Professional of the Year, 2002, Jobs for America's Graduates

Chairman's Award, Ocala/Marion County Economic Development Corporation, 2001

April 2005, *Florida Trend*, Trendsetters, People Power

Dale French

17276 SE 21st Place Road, Silver Springs FL 34488
French.a.dale@gmail.com
352-875-3209

Skills and Qualifications

- 20+ years of organizational management with over 17 years specializing in workforce development
- Grant writing, program development, and program management
- Organizational procurement
- Contract management
- Workforce Innovation and Opportunity Act funding and regulatory knowledge
- Skilled in business needs assessment and business services/partner program integration
- Business to business sales and marketing expertise

Workforce Development Experience

Executive Vice President

Director of Operations

CareerSource Citrus Levy Marion
Ocala, Florida

August 2020

2011 to August 2020

Management and oversight of daily operations of CareerSource offices, mobile units, and Business Services division.

- Contract, memoranda of understanding and local office agreement execution and management
- Responsible for procurements through allowable bidding and negotiation methods
- Write and submit competitive grant proposals
- Manage implementation and deliverable activities for competitive grants
- Management of programmatic resources, system securities and organizational quality control
- Actively monitor program expenditures to maximize budgetary resources
- Work with program and center management to review and revise existing policy based on current federal and state regulations
- Conduct routine program, procurement, and grant monitoring to maintain quality data collection and records retention pursuant to federal, state, and local guidelines
- Participate in process improvement activities to streamline service delivery

Associate Director

Withlacoochee Workforce Development Authority
Ocala, Florida

2003 to 2011

Management and oversight of programs and services delivered through the American Job Centers as a contractor to the Citrus Levy Marion Regional Workforce Development Board.

- Expertise in implementation of all work-based training programs facilitated at local level
- Collaborated with business and educational partners for the development and execution of state funded training grants – Quick Response Training and Incumbent Worker Training
- Conducted Business to Business outreach for all levels of services
- Conducted routine business needs assessments through identification and connection of services available through workforce and local community and educational partnerships
- Planned and hosted large and small scale recruitment campaigns

- Oversaw internal monitoring and tracking processes of all executed work-based training agreements funded at the local level
- Managed programmatic and eligibility quality control for case managed programs
- Handled policy development and implementation
- Staff trainer and administrator for service delivery systems

Professional Experience

General Operations Manager

1998 to 2002

Dunham's Sports

Cadillac, MI

General Manager of a 30,000 sq. ft. retail facility specializing in outdoor sporting equipment

- Managed day to day staffing and operational procedures
- Responsible for weekly and monthly Profit and Loss for a facility averaging \$2.4M in sales per year
- Managed product effectiveness through store marketing and display standards
- Responsible for location inventory management systems
- Handled all internal human resource issues as well as recruiting and screening new talent
- Conducted ongoing product knowledge and sales training for all associates

Additional Experience

Assistant Operations Manager

1996 to 1998

Staples, Inc.

Traverse City, MI

Regional Marketing/Sales Representative

1993 to 1996

Sam's Club

Traverse City, MI

Professional Affiliations

- Past board member for the Levy County Transportation Disadvantaged board
- Past Advisory Committee member for Marion Technical Institute
- Board member for Early Learning Coalition of the Nature Coast
- Member of the Financial Stability Visioning Council for United Way Marion County
- Member of the Forestry Advisory Committee for the College of Central Florida

Education/Certifications

- Diploma - Mesick Consolidated Schools, Mesick Michigan
- FCWDP - Florida Certified Workforce Development Professional – State of Florida
- Currently enrolled: Certified Associate in Project Management (CAPM) – Project Management Institute

Corian Weaver

701 SE 35th Ave • Ocala, FL • (352) 817-4809

cweave01@gmail.com

PROFESSIONAL PROFILE

Workforce Development professional with 14 years of experience specializing in Performance, Grant Writing/Management, Reporting and Program Development. Formal education in Database Management and Managing Information Resources. Select qualifications include:

- Query Writing
- Data Extraction
- Activity Diagraming
- Metric Analysis
- Data Dictionary Writing
- Grant Writing/Management
- Knowledge of project life cycle (SDLC)
- Review/Develop Policy & Procedures
- Excellent Communication Skills (Written/Oral)
- Creating entity relational diagrams/schema
- Data analysis and interpretation
- Policy Writing
- Eliciting Requirements
- Problem Solving
- Regulatory Compliance
- Data Validation
- Assist with State Audits
- Labor Market Analysis

PROFESSIONAL EXPERIENCE

CareerSource Citrus Levy Marion

7/2011-present

Director of Operations (2020-present)

Ocala, FL

Assistant Director of Business Relations (2019-2020)

Program Development & Reporting Manager (2011-2019)

- Oversee writing, implementation and reporting of competitive State and Federal grants (\$2million+)
- Oversee and assist in contract development and procurement activities
- Assist in designing and implementing continuous improvement strategies
- Analyze monitoring reports to identify systemic issues and areas needing improvement through training and policy revision/development
- Identify labor market trends for demand-driven decision-making
- Act as system administrator and security officer for select applications/programs
- Establish reports reflecting system-wide performance for tri-county area including current and past program years for data trend analysis
- Generate and interpret reports for organization-wide intelligence (cumulative and snapshot) of programmatic monitoring for funding allocations equaling over 13.5 million dollars using a combination of proprietary records and SQL databases

Withlacoochee Workforce Development Authority

7/2006-6/2011

MIS Analyst/Performance Reporting

Ocala, FL

- Maintained reports reflecting system-wide performance for tri-county area including current and past program years for data trend analysis
- Created search queries using SQL programming, modified existing queries
- Performed continuous quality review to ensure program elements were in accordance with State and Federal law (Department of Economic Opportunity, Department of Education and the Department of Labor)
- Assisted in researching and editing requests for proposals and grant reporting
- Managed case files involved in the Trade Adjustment Act (TAA) and Workforce Investment Act (WIA)
- Designed and taught workshops in computer operation, MS Word, and MS Excel

Electronic Data Systems

6/2005-6/2006

Data Compositor

Ocala, FL

- Created layouts for engine service manuals as contracted by General Motors
- Coordinated a team of 6 and delegated incoming projects accordingly

- Monitored projects and workloads to ensure all deadlines were met
- Trained new staff in SGML and other proprietary applications

TECHNICAL SKILLS SUMMARY

- Software: Word, Excel, PowerPoint, Publisher, Access, Project, Outlook, Visio
- DBMS Tools: MS SQL Management Studio, Microsoft Power BI
- Labor Market Analysis: Census Statistical Tools, Jobs EQ, EMSI, Bureau of Labor Statistics QCEW, CES and LAUS

EDUCATION

Bachelor of Science, Information Systems Management, *University of South Florida*, (December 2010)

USF Study Abroad - Infosys Campus, *Mysore, India* (Summer 2010)

Received intensive instruction in Software Engineering, Quality Control, Quality Assurance and Global Information Systems at the second largest IT firm in India

OTHER QUALIFICATIONS

Leadership Ocala/Marion County Board of Regents <i>Board Member</i>	7/2014-5/2017 Ocala, FL
Council for Community and Economic Research Applied Analyst Training	11/2016 Arlington, VA
Florida Workforce Performance Funding Model Technical Review Committee	8/2017-09/2018

BUDGET - CSCLM																						
PY 2021(JULY 2021 - JUNE 2022)																						
12/1/2021																						
ITA requirement: 30%	ADULT	YOUTH	TAA	DISL. WORKER	LVER	CORRECTIONS	RURAL INITIATIVES	VOC REHAB	WAGNER PEYSER	VETERAN DVOP	WTP	SNAP	SIGNED BONUS	RECOVERY NAVIGATOR	FOUNDATIONAL SKILLS	YOUTH BUILD 3	RAPID RESPONSE	SECURITY	RWB 6	REA	UN-RESTR	TOTAL
REVENUE																						
P.Y. 2021 CONTRACTS	1,278,426	1,222,997	12,101	733,775	25,040	93,460	62,500	45,494	156,104	28,336	1,676,326	145,000	100,000	260,870	41,666	-	162,177	84,149	5,288	60,000	-	6,193,709
CARRYFORWARD	167,022	342,884	278	142,126	14,036	-	-	-	39,617	19,934	134,389	158,694	-	-	-	624,887	-	-	-	56,453	147,354	1,847,676
INCENTIVES/SUPPLEMENTAL TRANSFER	120,000	209,953	-	(120,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	209,953
TOTAL REVENUE	1,565,448	1,775,834	12,379	755,901	39,076	93,460	62,500	45,494	195,721	48,270	1,810,715	303,694	100,000	260,870	41,666	624,887	162,177	84,149	5,288	116,453	147,354	8,251,338
EXPENDITURES																						
TOTAL ITA 35.45%																						
TRAINING:																						
ITA %	35%	-	-	37%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ITA TRAINING	160,000	-	-	19,000	-	-	-	-	-	-	-	-	-	-	-	27,600	-	-	-	-	-	206,600
OUT	30,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000
EMPLOYED WORKER	30,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000
INTERNSHIPS	30,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000
TRAINING SUPPORT	2,000	-	-	2,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000
TRAINING STAFF	195,500	-	-	195,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	391,000
TOTAL TRAINING	447,500	-	-	216,500	-	-	-	-	-	-	-	-	-	-	-	27,600	-	-	-	-	-	691,600
OPERATING:																						
SUPPORTIVE SVS.	3,000	190,000	3,000	-	-	-	-	-	-	-	196,880	-	90,000	-	-	-	-	-	-	-	-	621,600
DIRECT CHARGE (STAFF)	-	-	-	-	-	61,869	-	14,046	-	-	435,455	82,924	-	-	-	-	56,380	-	-	58,000	-	708,673
ECKERD	30,000	570,000	-	15,000	-	-	-	-	-	-	-	-	-	43,000	-	104,900	-	-	-	-	-	762,900
DEO STAFF TRAVEL	-	-	-	-	1,400	-	-	-	9,600	3,000	-	-	-	-	-	-	-	-	-	-	-	14,000
OPERATING	-	5,350	-	-	-	-	15,498	-	31,000	5,000	-	-	3,634	-	15,140	-	991	30,576	-	-	30,000	137,188
TOTAL OPERATING	33,000	765,350	3,000	15,000	1,400	61,869	15,498	14,046	40,600	8,000	632,335	82,924	93,634	43,000	15,140	243,620	57,371	30,576	-	58,000	30,000	2,244,360
PROGRAM SUPPORT:																						
FACILITIES	31,498	78,104	8,082	21,754	7,327	9,140	18,204	-	74,025	16,844	70,248	14,805	-	9,140	-	13,445	4,457	-	5,288	10,575	-	392,937
PROGRAM	66,966	127,986	-	28,954	173	-	1,913	1,734	5,013	988	78,075	10,239	449	5,309	1,869	-	7,084	3,775	-	1,306	-	341,832
INFORMATION TECHNOLOGY	79,896	171,927	-	38,894	232	10,262	2,570	2,330	6,734	1,327	104,880	13,754	603	7,132	2,511	-	9,516	5,071	-	1,754	-	459,192
OUTREACH	61,419	117,384	-	26,555	159	-	1,755	1,591	4,598	906	71,607	9,391	411	4,869	1,714	-	6,497	3,463	-	1,198	-	313,516
BUSINESS	161,821	228,349	-	69,965	-	-	4,624	4,191	12,113	2,387	188,663	24,741	1,084	12,829	4,517	-	17,117	9,123	-	3,155	-	744,679
SELF SERVICES	102,897	145,200	-	44,489	-	-	2,940	2,665	7,703	-	119,965	15,732	689	8,158	2,872	-	10,884	5,801	-	2,006	-	472,000
CAREER SERVICES	255,852	-	-	110,621	-	-	7,311	6,626	19,152	-	298,292	39,118	1,714	20,284	7,142	-	27,064	14,424	-	4,989	-	812,589
TOTAL PROGRAM SUPPORT	760,150	868,949	8,082	341,233	7,891	19,401	39,318	19,135	129,338	22,452	931,728	127,779	4,950	67,722	20,626	13,445	82,618	41,656	5,288	24,982	-	3,536,745
TOTAL EXPENDITURES	1,240,650	1,634,299	11,082	572,733	9,291	81,270	54,815	33,181	169,938	30,452	1,564,064	210,703	98,584	110,722	35,765	284,665	139,989	72,232	5,288	82,982	30,000	6,472,705
ADMIN POOL	151,381	105,364	1,020	69,295	825	9,588	6,044	4,187	17,892	3,064	193,998	25,878	1,114	13,534	4,641	4,506	17,451	9,372	-	10,111	3,893	653,157
GENERAL POOL	41,087	28,597	277	18,808	224	2,602	1,641	1,136	4,856	832	52,654	7,024	302	3,673	1,260	1,223	4,736	2,544	-	2,744	1,057	177,276
TOTAL INDIRECT COST RATE	192,468	133,961	1,297	88,103	1,049	12,190	7,685	5,323	22,748	3,895	246,651	32,902	1,416	17,207	5,900	5,729	22,188	11,916	-	12,856	4,949	830,433
BALANCE	132,330	7,574	(0)	95,065	28,737	(0)	(0)	6,990	3,036	13,923	(0)	60,089	0	132,941	0	334,493	0	0	0	20,615	112,405	948,200
INDIRECT RATE CALCULATION																						
DIRECT TOTAL COSTS	1,240,650	1,634,299	11,082	572,733	9,291	81,270	54,815	33,181	169,938	30,452	1,564,064	210,703	8,584	110,722	35,765	284,665	139,989	72,232	-	82,982	30,000	6,377,418
LESS: LEASES	(43,976)	(62,273)	(3,219)	(23,684)	(2,934)	(7,378)	(8,232)	(912)	(32,050)	(6,841)	(68,949)	(11,262)	-	(6,420)	-	(6,319)	(5,495)	-	-	(5,056)	-	(295,000)
SUBAWARD (ECKERDS)	(30,000)	(760,000)	-	(15,000)	-	-	-	-	-	-	-	-	-	-	-	(243,620)	-	-	-	-	-	(1,048,620)
TOTAL MTDC	1,166,674	812,026	7,863	534,049	6,357	73,892	46,583	32,269	137,888	23,611	1,495,115	199,441	8,584	104,302	35,765	34,726	134,494	72,232	-	77,926	30,000	5,033,798



MARION COUNTY

SERVICES: PY2020-2021

UNEMPLOYMENT DATA

	MAY 2021	JUN 2021
MARION	5.3 % (7,744)*	6.2% (9,152)
FLORIDA	5.0%	5.7%
US	5.5%	6.1%

Not seasonally adjusted

AVERAGE ANNUAL WAGE

	2018	2019
MARION	\$38,265	\$39,546
FLORIDA	\$50,092	\$51,744

CANDIDATE SERVICES	BUSINESS SERVICES
<ul style="list-style-type: none"> • Online Job Listings and Referrals • Computers and Office Equipment (Copiers, Fax and Telephones) • Resume Writing Assistance • Networking Events and Job Fairs • Employability Workshops • Career Counseling 	<ul style="list-style-type: none"> • Recruitment Assistance • Targeted Industry Talent Marketplaces • Outplacement Services • Training Grants • Labor Market Data • Financial Incentives

TOTAL RECEIVING SERVICES	CENTER TRAFFIC
5,032	12,353
VETERANS SERVED	TRAINING PROVIDED
381	403
BUSINESSES SERVED	WELFARE TO WORK TRANSITION
507	807
POSITIONS POSTED	TOTAL PLACEMENTS
5,556	500
	Average Placement Wage: \$14.62

Your Employment Solution Starts Here

CareerSource Citrus Levy Marion brings together business and community partners, economic development leaders and educational providers to connect employers with qualified, skilled talent and candidates with employment and career development opportunities. **Contact us at 1.800.434.5627.**

CareerSource Citrus Levy Marion is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. If you need accommodations, please call 1 800 434-5627, ext. 7878 or e-mail accommodations@careersourceclm.com. Please make request at least three business days in advance. CareerSource Florida Member.



CITRUS COUNTY

SERVICES: PY2020-2021

UNEMPLOYMENT DATA

	MAY 2021	JUN 2021
CITRUS	6.1 % (2,998)*	7.2% (3,571)
FLORIDA	5.0%	5.7%
US	5.5%	6.1%

Not seasonally adjusted

AVERAGE ANNUAL WAGE

	2018	2019
CITRUS	\$37,288	\$38,122
FLORIDA	\$50,092	\$51,744

CANDIDATE SERVICES	BUSINESS SERVICES
<ul style="list-style-type: none"> • Online Job Listings and Referrals • Computers and Office Equipment (Copiers, Fax and Telephones) • Resume Writing Assistance • Networking Events and Job Fairs • Employability Workshops • Career Counseling 	<ul style="list-style-type: none"> • Recruitment Assistance • Targeted Industry Talent Marketplaces • Outplacement Services • Training Grants • Labor Market Data • Financial Incentives

TOTAL RECEIVING SERVICES	CENTER TRAFFIC
1,699	4,723
VETERANS SERVED	TRAINING PROVIDED
120	121
BUSINESSES SERVED	WELFARE TO WORK TRANSITION
178	245
POSITIONS POSTED	TOTAL PLACEMENTS
1,239	101
	Average Placement Wage: \$13.59

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LEVY COUNTY

SERVICES: PY2020-2021

UNEMPLOYMENT DATA

	MAY 2021	JUN 2021
LEVY	4.8% (850)*	5.8% (1,018)
FLORIDA	5.0%	5.7%
US	5.5%	6.1%

Not seasonally adjusted

AVERAGE ANNUAL WAGE

	2018	2019
LEVY	\$32,670	\$33,646
FLORIDA	\$50,092	\$51,744

CANDIDATE SERVICES

- Online Job Listings and Referrals
- Computers and Office Equipment (Copiers, Fax and Telephones)
- Resume Writing Assistance
- Networking Events and Job Fairs
- Employability Workshops
- Career Counseling

BUSINESS SERVICES

- Recruitment Assistance
- Targeted Industry Talent Marketplaces
- Outplacement Services
- Training Grants
- Labor Market Data
- Financial Incentives

TOTAL RECEIVING SERVICES	CENTER TRAFFIC
538	2,863
VETERANS SERVED	TRAINING PROVIDED
27	11
BUSINESSES SERVED	WELFARE TO WORK TRANSITION
59	112
POSITIONS POSTED	TOTAL PLACEMENTS
1054	37
	Average Placement Wage: \$13.50

Your Employment Solution Starts Here

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Quarter 1 PY2021 FLORIDA WORKFORCE INDICATORS OF PERFORMANCE

LWDA 10 – CareerSource Citrus Levy Marion

July 1, 2021 – September 30, 2021

Measures	PY2020-2021 4th Quarter Performance	PY2020-2021 % of Performance Goal Met For Q4	PY2020-2021 Performance Goals	PY2021-2022 1st Quarter Performance	PY2021-2022 % of Performance Goal Met For Q1	PY2021-2022 Performance Goals
Adults:						
Employed 2nd Qtr After Exit	88.60	103.99	85.20	89.50	97.28	92.00
Median Wage 2nd Quarter After Exit	\$6,419	91.70	\$7,000	\$7,181	102.59	\$7,000
Employed 4th Qtr After Exit	81.10	97.71	83.00	81.70	90.78	90.00
Credential Attainment Rate	86.90	98.75	88.00	86.70	98.52	88.00
Measurable Skill Gains	89.30	178.60	50.00	68.90	137.80	50.00
Dislocated Workers:						
Employed 2nd Qtr After Exit	60.00	72.12	83.20	50.00	58.82	85.00
Median Wage 2nd Quarter After Exit	\$7,432	106.17	\$7,000	\$5,401	60.01	\$9,000
Employed 4th Qtr After Exit	80.00	101.27	79.00	83.30	98.00	85.00
Credential Attainment Rate	100.00	132.98	75.20	100.00	132.98	75.20
Measurable Skill Gains	100.00	133.33	75.00	83.30	111.07	75.00
Youth:						
Employed 2nd Qtr After Exit	83.30	110.33	75.50	83.00	103.75	80.00
Median Wage 2nd Quarter After Exit	\$3,076	96.13	\$3,200	\$2,962	92.56	\$3,200
Employed 4th Qtr After Exit	73.80	101.10	73.00	72.20	96.27	75.00
Credential Attainment Rate	98.50	115.47	85.30	99.20	107.83	92.00
Measurable Skill Gains	97.90	111.25	88.00	94.00	106.82	88.00
Wagner Peyser:						
Employed 2nd Qtr After Exit	65.50	100.77	65.00	65.10	94.35	69.00
Median Wage 2nd Quarter After Exit	\$4,971	99.42	\$5,000	\$5,120	96.60	\$5,300
Employed 4th Qtr After Exit	66.00	102.80	64.20	62.90	92.50	68.00

Not Met (less than 90% of negotiated)

Met (90-100% of negotiated)

Exceeded (greater than 100% of negotiated)

Measures	PY 2019 Actual Negotiated Performance Levels	PY 2020 Proposed Performance Levels	Accept Proposed Performance Levels? (Select Yes or No From Drop Down)	Proposed Level of Performance (Leave blank if accepting State Performance Level)	Negotiated
Adults:					
Employed 2nd Qtr After Exit	85.2%	95.0%	NO	85.2%	85.2%
Employed 4th Qtr After Exit	82.5%	93.0%	NO	82.5%	83.0%
Median Wage 2nd Quarter After Exit	\$6,850	\$7,100	NO	\$6,850	\$7,000
Credential Attainment Rate	88.0%	88.0%	YES		
Measurable Skills Gain	N/A	50.0%	YES		
Dislocated Workers:					
Employed 2nd Qtr After Exit	83.2%	85.0%	NO	83.2%	83.2%
Employed 4th Qtr After Exit	76.0%	85.0%	NO	76.0%	79.0%
Median Wage 2nd Quarter After Exit	\$6,850	\$10,500	NO	\$6,850	\$7,000
Credential Attainment Rate	75.2%	75.2%	YES		
Measurable Skills Gain	N/A	75.0%	YES		
Youth:					
Employed 2nd Qtr After Exit	75.5%	81.0%	NO	75.5%	75.5%
Employed 4th Qtr After Exit	69.2%	78.0%	NO	69.2%	73.0%
Median Wage 2nd Quarter After Exit	\$3,100	\$3,300	NO	\$3,100	\$3,200
Credential Attainment Rate	85.3%	90.0%	NO	85.3%	85.3%
Measurable Skills Gain	N/A	88.0%	YES		
Wagner-Peyser:					
Employed 2nd Qtr After Exit	62.2%	73.5%	NO	62.2%	65.0%
Employed 4th Qtr After Exit	64.2%	69.0%	NO	64.2%	64.2%
Median Wage 2nd Quarter After Exit	\$4,850	\$5,800	NO	\$4,850	\$5,000

Measures	PY 2021 Proposed Performance Levels	Accept Proposed Performance Levels? (Yes or No)	Proposed Level of Performance (Leave blank if accepting State Performance Level)	Negotiated
Adults:				
Employed 2nd Qtr After Exit	95.0%	NO	92.0%	92.0%
Employed 4th Qtr After Exit	95.0%	NO	90.0%	90.0%
Median Wage 2nd Quarter After Exit	\$7,300	NO	\$7,000	\$7,000
Credential Attainment Rate	88.0%	YES		
Measurable Skills Gain	50.0%	YES		

Dislocated Workers:				
Employed 2nd Qtr After Exit	90.0%	NO	85.0%	85.0%
Employed 4th Qtr After Exit	87.0%	NO	85.0%	85.0%
Median Wage 2nd Quarter After Exit	\$10,750	NO	\$9,750	\$9,000
Credential Attainment Rate	75.2%	YES		
Measurable Skills Gain	75.0%	YES		

Youth:				
Employed 2nd Qtr After Exit	83.0%	NO	80.0%	80.0%
Employed 4th Qtr After Exit	80.0%	NO	75.0%	75.0%
Median Wage 2nd Quarter After Exit	\$3,500	NO	\$3,200	\$3,200
Credential Attainment Rate	92.0%	YES		
Measurable Skills Gain	90.0%	NO	88.0%	88.0%

Wagner-Peyser:				
Employed 2nd Qtr After Exit	75.0%	NO	69.0%	69.0%
Employed 4th Qtr After Exit	71.0%	NO	68.0%	68.0%
Median Wage 2nd Quarter After Exit	\$5,900	NO	\$5,500	\$5,300