# CareerSource North Central Florida



# Workforce Innovation and Opportunity Act Local Workforce Plan Two-Year Modification January 1, 2023 – December 31, 2024 Local Workforce Development Area 09

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# INTRODUCTION

These instructions provide direction for local workforce plans (local plans) submitted under <u>Public Law 113-128</u>, the Workforce Innovation and Opportunity Act (WIOA). WIOA requires each local workforce development board (LWDB), in partnership with the appropriate chief local elected official(s), to develop and submit a comprehensive four-year local plan to the state. Additionally, local plans must be modified at the end of the first two-year period of the four-year local plan to reflect changes in labor market and economic conditions and other factors affecting the implementation of the local plan. Federal regulations require states and LWDBs to regularly revisit and recalibrate state plan strategies in response to changing economic conditions and workforce needs of the state (20 Code of Federal Regulations (CFR) 676.135).

WIOA emphasizes the importance of collaboration and transparency in the development and submission of local plans. LWDBs provide leadership, and should seek broad stakeholder involvement, in the development of their local plan. Chief local elected officials, LWDB members, core program partners, mandatory one-stop career center partners, and local economic development entities are an integral part of the planning process. WIOA encourages an enhanced, integrated system by including core programs in its planning and performance requirements. Affected entities and the public must have an opportunity to provide input in the development of the plan. LWDBs must make the plan available electronically and in open meetings to ensure transparency to the public.

In addition to the specific requirements outlined in these instructions, local plans must:

- A. Identify and describe policies, procedures, and local activities that are carried out in the local workforce development area (local area), consistent with the strategic and operational elements of the state plan as well as <u>CareerSource Florida Strategic Policy</u> <u>2021.12.09.A.1 – Comprehensive Employment Education and Training Strategy</u>.
- B. Align with the CareerSource Florida Board of Directors business and market-driven principles to be the global leader for talent. These principles include:
  - Increasing the prosperity of workers and employers.
  - Reducing welfare dependency.
  - Meeting employer needs.
  - Enhancing productivity and competitiveness.
- C. Address how the LWDB coordinates service delivery with core programs of the Florida Department of Education's Division of Vocational Rehabilitation, Division of Blind Services and Division of Career and Adult Education, as well as other required and optional partners.
- D. Be based on current and projected needs of the local workforce investment system, with an increased emphasis on coordination and collaboration at all levels to ensure a seamless system for employers and job seekers, including veterans, Supplemental Nutrition Assistance Program (SNAP) and Temporary Assistance for Needy Families (TANF) benefit recipients, individuals with disabilities, and individuals residing in rural

areas.

- E. Set forth a strategy to utilize all allowable resources to:
  - Assist Floridians with securing employment that leads to economic self sufficiency and reduces the need for public assistance.
  - Provide opportunities for Floridians to develop skills intended to meet the present and future needs of employers.

• Ensure that workforce-related programs are responsive to present and future needs of business and industry and complement the initiatives of state and local economic development partners, including Enterprise Florida, Inc. in relation to:

- Job training;
- The attainment of a credential of value identified pursuant to Section 445.004(4)(h)4.c., Florida Statutes;
- o The attainment of a postsecondary degree or credential of value; and
- Any other program that has, at least in part, the goal of securing employment or better employment for an individual and receives federal funds or a state appropriation.
- Prioritize evidence-based, results-driven solutions to improve outcomes for Floridians and Florida businesses.
- Develop collaborative partnerships that leverage multiple sources of funding to provide services to all customers seeking assistance, especially Florida's vulnerable populations.
- Identify barriers to coordinating and aligning workforce-related programs and develop solutions to remove such barriers.
- F. Identify the education and skill needs of the workforce and the employment needs of the local area and include an analysis of the strengths and weaknesses of services provided to address identified needs. Assessments include the best available information, evidence of effectiveness, performance information for specific service models and a plan to improve program effectiveness by adopting proven or promising practices as a part of the local vision.
- G. Provide a comprehensive view of the systemwide needs of the local area.
- H. Address how LWDBs foster strategic alignment, improve service integration and ensure the workforce system is industry-relevant, responding to the economic needs of the local workforce development area and matching employers with skilled workers.
- I. Lead to greater efficiencies, reduce duplication, and maximize financial and human resources.
- J. Address current and future strategies and efficiencies to address the continuous improvement of Florida's workforce investment system and its focus on customer service excellence.

# **KEY DATES ON OR BEFORE**

Florida Unified Plan Public Comment	February-March 2022
Florida Unified Plan Reviewed by Federal Agencies	•
Key Dates Sent to Local Boards	March 25, 2022
Local Plan Guidelines Issued	May 25, 2022
Final Revisions and Approval of Florida Unified Plan	July-August 2022
Local Plans Due	October 3, 2022
Local Plans Approved by State Board	December, 2022
Local Plans Effective	January 1, 2023

# PUBLIC COMMENT PROCESS

Prior to the date on which the LWDB submits the local plan, the LWDB must provide an opportunity for public comment on the development of the local plan. To provide adequate opportunity for public comment, the LWDB must:

- (1) Make copies of the proposed local plan available to the public through electronic and other means, such as public hearings and local news media (WIOA § 108(d)(1)).
- (2) Include an opportunity for comment by members of the public, including representatives of business, labor organizations, and education (WIOA § 108(d)(2)).
- (3) Provide no less than a 14-day period and no more than a 30-day period for comment on the plan before its submission to DEO, beginning on the date on which the proposed plan is made available (WIOA § 108(d)(2)).

# PLAN SUBMISSION

#### **ONLINE FORM**

Each LWDB must submit its local plan, required attachments and contact information for primary and secondary points of contact for each local plan via the state's online form established for WIOA local plan submissions. Hard copies of local plans or attachments are not required. All local plans must be submitted no later than 5:00 p.m. (EDT) on Monday, October 3, 2022. Please note, the local plan and all attachments must be submitted in a searchable PDF format that is Americans with Disabilities Act compliant.<sup>2</sup>

<sup>2</sup> A searchable PDF file is a PDF file that includes text that can be searched upon using the standard Adobe Reader "search" functionality [CTRL+F]. In Microsoft Word Click **File > Save As** and choose where you want the file to be saved. In the **Save As** dialog box, choose **PDF** in the Save as type list. Click **Options**, make sure the **Document structure tags for accessibility** check box is selected, and then click **OK**. The web address for the state's online form for submitting local plans, required attachments and links to requested documents is <u>https://careersourceflorida.com/wioa-form/.</u>

### Please carefully review these instructions and those posted online prior to submitting plans.

#### Prior to local plan submission, please ensure:

- The LWDB members reviewed the plan.
- The LWDB chair and the chief local elected official signed the appropriate documents.
- The name and number of the LWDB are on the plan cover page.
- The plan submitted date and point of contact is on the cover page.
- The structure and numbering follow the plan instructions format.
- A table of contents with page numbers is included and each page of the plan is numbered.
- Text is typed, preferably in the fonts Arial or Calibri, with a font size of 11 or greater.
- Responses to all questions are informative and concise.
- The name of the LWDB, the page number and plan submission date are listed in the footer of the document.

#### ATTACHMENTS

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

- A. Executed interlocal agreement that defines how parties carry out roles and responsibilities of the chief local elected official (if the local area includes more than one unit of general local government in accordance with WIOA § 107(c)(1)(B).
- B. Executed agreement between the chief local elected official(s) and the local workforce development board.
- **C. Evidence of designation of the fiscal agent** by the chief local elected official(s), if other than the chief local elected official.
- D. Current bylaws established by the chief local elected official to address criteria contained in 20 CFR 679.310(g) and <u>CareerSource Florida Administrative Policy 110 Local Workforce Development Area and Board Governance.</u>
- E. Current board member roster, meeting minutes for the local plan agenda item, discussions about the plan, and the board's vote on the local plan.

**F.** Agreements describing how any single entity selected to operate in more than one of the following roles: local fiscal agent, local board staff, one-stop operator, or direct provider of career services, will carry out its multiple responsibilities, including how it develops appropriate firewalls to guard against conflicts of interest. Also attach copies of any processes and procedures that clearly detail a) how functions are sufficiently separated; b) descriptions of the steps the local area has taken to mitigate risks that could lead to impropriety; c) firewalls (physical, technological, policies, etc.) created to ensure

such risks are mitigated; and d) oversight and monitoring procedures.

- **G. Executed Memoranda of Understanding for all one-stop partners** (Section III(b)(2) of the State of Florida WIOA Unified Plan).
- H. Executed Infrastructure Funding Agreements with all applicable WIOA required partners (Section III(b)(2) and Section IV(a)(1)(d) of the State of Florida WIOA Unified Plan).
- I. Executed cooperative agreements which define how all local service providers, including additional providers, will carry out the requirements for integration of and access to all services available in the local one-stop delivery system. This includes cooperative agreements (as defined in WIOA section 107(d)(11)(B) between the LWDB or other local entities described in WIOA section 107(d)(11)(C) of the Rehabilitation Act of 1973 (29 U.S.C 721(a)(11)(B)) and the local office of a designated state agency or designated state unit administering programs carried out under Title I of such Act (29 U.S.C. 721(a)(11) with respect to efforts that enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training staff, technical assistance, use and sharing of information, cooperative efforts with employers and other efforts of cooperation, collaboration and coordination.
- J. A description of the process used by the LWDB to obtain input and comment by representatives of business and labor organizations for the development of the plan. This attachment must include any comments submitted during the public comment period that represent disagreement with the local plan (WIOA § 108(d)).

# PLAN APPROVAL

DEO will review each local plan for the requirements outlined in these guidelines using a local plan review checklist that aligns with requirements outlined in these guidelines. If there are questions or concerns, DEO will notify the contact(s) included in the local plan.

DEO will recommend approval of the local plan to the CareerSource Florida Board of Directors (state board), unless DEO notifies the LWDB in writing that:

- There are deficiencies in workforce investment activities that have been identified through audits, and the local area has not made acceptable progress in implementing plans to address the deficiencies;
- The local plan does not comply with applicable provisions of WIOA and the WIOA regulations, including the required consultations and public comment provisions, and the nondiscrimination requirements of 20 CFR Part 38; or
- The local plan does not align with the state plan, including with regard to the alignment of the core programs to support the strategy identified in the state plan in accordance with WIOA § 102(b)(1)(E) and 20 CFR 676.105.

The local plan, including plan modifications, will be considered to be approved upon written notice by DEO advising of state board approval or at the end of the 90-day period beginning the day DEO receives the local plan, or plan modification, unless, in accordance with 20 CFR

679.570, any deficiencies referenced above were identified by DEO in writing and remain unresolved.

Any questions regarding the submission, review and/or approval of local plans should be submitted to DEO at: <u>WIOA-LocalPlans@DEO.MyFlorida.com.</u>

# ORGANIZATIONAL STRUCTURE

The local plan must describe the organizational structure in place in the local area,

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

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

Per the region's Interlocal Agreement, the Chief Elected Official for Alachua County is the Alachua County Board of County Commissioners (ABoCC).

Name: Marihelen Wheeler, Chair Title: Alachua County Board of County Commissioners Mailing Address: 12 S.E. 1st Street, Gainesville, Florida 32601 Phone: 352-339-1113 Email: <u>mwheeler@alachuacounty.us</u>

The Chief Elected Official for Bradford County is: Name: Chris Dougherty, Chair Title: Chair of the Bradford Board of County Commissioners (BBoCC) Address: 945 North Temple Avenue, Starke, Florida 32091. Telephone: 904-966-6327 Email: <u>bocc@bradfordcountyfl.gov</u>

(b) Describe how the chief local elected official(s) was involved in the development, review and approval of the local plan.

The Chief Elected Officials have been actively involved in the process of finalizing this Local Plan, especially as it has aligned with a refreshed Interlocal Agreement and WDB Bylaws. This plan reflects their work to reorganize LWDB 9 and they have had the chance to review and provide feedback to the Board.

According to the Interlocal Agreement section 9, the Chief Elected Officials are responsible for the drafting of the Four-Year Local Plan, and the Two-Year Local Plan Modification as well as the Regional Plan if the NCFWDA is part of a workforce development region based upon:

- The vision and the mission of LWDB 9.
- LWDB 9's strategies and goals for meeting the intent of the vision.
- LWDB 9's analysis of the local labor market in the workforce development area.
- LWDB 9's analysis of the local economy.
- LWDB 9's analysis of available training providers able to deliver skills training to fill job vacancies.
- An operational plan for delivering services.
- A plan for coordinating and integrating service delivery with the legislative one-stop partners; and

• Such other criteria may be required by the authorizing legislation or the State.

#### (2) Local Workforce Development Board

(a) Identify the chairperson of the LWDB by name, title, mailing address, phone number and email address. Identify the business that the chairperson represents.

The CareerSource NCFL Board Chair for 2012-2023 is Dr. Jeffrey Tate, Chief Operating Officer and Chief Quality Officer; Cyclo Therapeutics, Inc (previously CTD Holdings, Inc.); Address: 6714 NW 16<sup>th</sup> Street, Suite B, Gainesville, Florida; Phone (386) 418-8060, Email: jeff@cyclodex.com

(b) If applicable, identify the vice-chairperson of the LWDB by name, title, mailing address, phone number and email address. Identify the business or organization the vice chairperson represents.

Currently, the Vice Chair position is vacant. The process to fill the position is underway.

(c) Describe how the LWDB members were involved in the development, review, and approval of the local plan.

CareerSource NCFL began working on the plan update in July 2022. The modification was posted on the CareerSource NCFL website on August 10, 2022 with notices sent to the two county newspapers of the availability of the plan for public comment. Concurrent with posting the plan for public comments, the plan was sent to each LWD Board member, the Alachua Board of County Commission and the Bradford Board of County Commission for review. Comments from the public and any changes from the Board and Commissioners were incorporated and the Plan Modification went to the NCFWDB and the DCWDC on September 18, 2022. The plan modification was submitted to the Department of Economic Opportunity on October 3, 2022.

#### 3) Local Grant Subrecipient (local fiscal agent or administrative entity)

(a) Provide the name of the entity selected to receive and disburse grant funds (local fiscal agent) if other than the chief local elected official (WIOA § 107(d)(12)(B)(i)(III) and 20 CFR 679.420).

The Dual County Workforce Development Council (DCWDC) has designated the Fiscal Agent for the CSNCFL, which shall be the Alachua County Clerk of Court. The Clerk of Court shall be responsible for ensuring the fiscal integrity of all funds received. Funds shall be accounted for in accordance with:

Generally Accepted Accounting Principles

- Standards for Internal Control in the Federal Government
- The Uniform Administrative Requirements, Cost Principles, and
- Audit Requirements for Federal Awards, 2 CFR 200 et seq
- (b) Provide the name of the entity selected to staff the LWDB (commonly referred to as the administrative entity) and assist the LWDB in carrying out its responsibilities as a board organized under WIOA (20 CFR 679.430). (May be the same as the fiscal agent).

The DCWDC has designated the administrative entity as CareerSource North Central Florida (CSFNCFL), a department of Alachua County BoCC, to provide staff support for the Council and LWDB 9. The Alachua County Clerk of Court shall serve as the sub-grant recipient to receive all workforce grant funds allocated to the North Central Florida Workforce Development Area.

#### (4) One-Stop Operator and One-Stop Career Centers

(a) Provide the name of the entity or entities selected through a competitive process to serve as the one-stop operator and the effective date of the current agreement in place between the LWDB and the one-stop operator.

• SCAD Media effective July 1, 2021.

(b) Describe the steps taken to ensure a competitive process for selecting the one-stop operator(s) (WIOA § 121(d)(2)(A)).

CareerSource NCFL has established procedures for the selection of vendors which follow a Board approved procurement policy which is attached to this plan. The procurement process begins with the development of funding priorities based upon both the local and state goals and strategic objectives. The CareerSource NCFL Board committees develop annual goals that lead to funding priorities. These priorities are the guiding principle for the development of procurement documents (generally Request for Proposals (RFP) or Request for Quotes (RFQ). The procurement specifications are issued and published on the CareerSource NCFL website. All responses are reviewed by Administrative Staff for responsiveness to the procurement document requirements. Only those responses that are deemed responsive will continue to move through the process. A series of evaluation materials are provided to the CareerSource NCFL Board review committee appointed for the specific procurement to aid them in an unbiased and efficient review process. The selection committee may use these rating and scoring materials or define their own processes. The Administrative Entity and other outside professionals review the method chosen for proposal scoring to assure proper compliance and procedures are in place, and are consistent with Board policy and legal requirements. The

responses are then rated using a pre-established rating form by the Board review committee. The scores of the responses are recorded, with recommendations for funding presented to the committees and full Board.

The procurement process is a very important part of providing services to our community. While it is a time consuming process it is critical and needs to be done carefully and in complete compliance, openness, and equality for all respondents.

All proposals received, along with rating forms and other pertinent documentation will be maintained with the Administrative Entity for review by independent and government auditors or other interested parties.

It shall be the policy of CSNCFL to follow the requirements of State DEO policies and 2 CFR 200 as it may be modified in the procurement of goods and services for CSNCFL in accordance with the more restrictive guidance. In general, all goods and services shall be procured using a method of procurement described in 2 CFR 200.320. CSNCFL shall competitively procure all goods and services. The extent of competition shall be consistent with the dollar thresholds established in 2 CFR 200 as they may be amended from time to time by the FAR.1 Breaking down an aggregate purchase into smaller units, to bring the cost below a purchasing threshold, is prohibited. All procurement decisions shall be documented as appropriate to the type of procurement.

A. Following an acceptable method of procurement, the Executive Director or his/her designee is authorized to initiate and approve:

1. The purchase of any individual good or service necessary for the day to day operations of CSNCFL up to \$50,000.

2. The entry into contracts with employers for On-the-Job Training, Customized Training and Incumbent Worker Training opportunities where the contract does not exceed \$50,000 per program year. Incumbent worker contracts and customized training contracts shall be approved by the One Stop Dislocated Worker Committee prior to entry into the contracts.

3. The entry into non-financial agreements to carry out the purposes of the grants such as contracts with public, not-for-profit and for-profit entities which have agreed to serve as host worksites for WIOA work experience (internship) or WTP community work experience or for summer youth work experience participants.

4. The entry into non-financial master agreements with educational institutions approved by the CSNCFL governing boards to be added to the Eligible Training Provider List.

B. Following an acceptable method of procurement the CSNCF governing boards shall Approve:

1. Any single good or service which exceeds \$50,000.

2. The purchase of goods and services necessary to provide the

programs and services funded to implement the grants awarded to CSNCF.

3. The selection of the CSNCFL monitors and audit firm.

C. CSNCFL governing boards' approval may be obtained through:

1. Identification of items in the CSNCFL budget presented for governing boards' approval at a scheduled and publicly noticed meeting, or

2. Submission of specific goods or services for approval of the governing boards at a scheduled and publicly noticed meeting, or

3. Approval of a grant application or acceptance of a grant award containing a description of programs, goods and/or services that must be purchased in order to implement the grant.

D. The use of vendor lists:

Where many entities can provide the same or similar goods or services, or where no one entity can provide sufficient amounts of a good or service, following an acceptable method of procurement and compliance with applicable publication requirements, based upon the responses received CSNCFL may establish a vendor list of all interested responsive providers. CSNCFL may select from the vendor list on a rotating basis, a ranked basis or based upon the entity that can best meet CSNCFL's needs as determined in the sole discretion of the CSNCFL Executive Director.

E. The signatory on all contracts and agreements shall be the Executive Director.

F. All single item purchases of \$5,000 or more with a useful life of one-year, and out-reach/informational items in excess of \$5,000 in total for the program year shall require State Department of Economic Opportunity (DEO) approval prior to purchase in accordance with DEO's Prior Approval Administrative Policy for Regional Workforce Boards effective June 10, 2015 as revised.

G. Items considered "unallowable costs" under the Uniform Guidance 2 CFR 200.420 – 2 CFR 200. 475 may not be procured. In general, CSNCFL shall follow Contract and Other Signatory Powers (allowable and unallowable costs and signatories) approved by the CSNCFL governing boards at the Dual County Workforce Development Council on August 27th, 2020.

H. CSNCFL shall take affirmative steps to assure that minority businesses and women's business enterprises are used above the micro purchase level when possible by:

1. Including minority and women's businesses on solicitation lists

2. Soliciting minority and women's businesses when such firms are potential bidders

3. Dividing total contract requirements where economically feasible to enable more minority participation

I. CSNCFL shall not purchase goods or services from any entity that is debarred or suspended from participation in federal assistance programs. or who is guilty of a Public Entity Crime in accordance with the Florida Statutes.

J. Conflicts of interest in procurement are prohibited, except that purchases of training and program services from individuals represented on the CSNCFL governing boards or a CSNCFL employee is allowable if approved by a 2/3 vote of the governing boards and if greater than \$25,000 with written approval from CareerSource Florida. Purchases of goods o r services other than training or program services for participants from a CSNCFL Board member or employee are prohibited. In addition, board members with a conflict of interest shall complete a State Conflict of Interest Form 8B.

K. Where discounts or credits are available CSNCFL shall take advantage of the discounts or credits offered

(c) If the LWDB serves as the one-stop operator, provide the last date the state board granted approval to the LWDB to serve in this capacity and the approved duration.

The LWDB does not serve as the One Stop Operator. SCAD Media (SCAD) was competitively procured and contracted in 2021 to be the One-Stop Operator. SCAD has a contract with CareerSource NCFL that separates the duties of the one-stop operator. SCAD has established the necessary firewalls to keep One Stop Operator services being provided by SCAD.

(d) Describe the roles and responsibilities the LWDB has identified and assigned to the one stop operator. ( Scope of Work from Contract)

The Sub-grant Recipient, SCAD Media, now called One Stop Operator, shall serve as the coordinator of the public one-stop partners pursuant to the strategy and direction of the CSNCFL governing boards as communicated through the CSNCFL Executive Director.

One Stop Operator shall develop a project plan together with the CSNCF Executive Director specifying the various deliverables and milestones to be completed. This shall be accomplished within thirty (30) business days following execution of this Agreement. This shall include:

a. A matrix that contains the following information for the legislative partners:

i. Allowable services and activities by partner / funding stream

ii. Program/funding stream participant eligibility

iii. Legislative partners' performance requirements

iv. Fund, program or expenditure restrictions

b. A schedule of at least 2 meetings over the course of the year with legislative partner representatives to work on a:

i. A cross referral plan.

ii. A plan on sharing information

Including the 2 meetings described immediately above, One Stop operator shall facilitate 2 more meetings (a meeting each quarter) to address one-stop partner services coordination.

One Stop Operator shall assure all CSNCFL one-stop memoranda of understanding (MOUs) and infra-structure/resource sharing budgets are current and shall assist CSNCFL to track and update the MOU's to assure CSNCFL is meeting WIOA requirements.

One Stop Operator shall assist in the development of MOU's with non-mandatory one-stop partners as may be approved by the CSNCFL governing boards

One Stop Operator shall familiarize themselves with the Florida State Department of Economic Opportunity and CareerSource Florida one-stop certification criteria to assure CSNCFL's compliance.

One Stop Operator shall work to facilitate consistency across the two (2) CSNCFL Career Centers as it is related to the creation and maintenance of a welcoming, inclusive and professional environment with a focus on quality customer services to job seekers and employers.

One Stop Operator will work with CSNCFL's Quality Assurance staff to develop a tracking mechanism to gauge the number of cross referrals made to partner agencies on a quarterly basis by one stop staff.

As part of the onboarding of new staff, One Stop Operator will work with the CSNCFL to provide one-stop center partner information as part of a one-stop orientation packet for new employees.

One Stop Operator shall organize and facilitate an annual one-stop partner meeting with the partner "decision makers" to agree on continuous improvement goals and objectives to be communicated to staff through their quarterly meetings.

One Stop Operator shall observe on-site operations, space configuration, customer flow and integration of services and make recommendations for consideration by the one-stop partners, especially identifying best practices that will result in better services to shared customers. One Stop Operator shall work with the CSNCFL One-Stop Centers and One-Stop partners to identify and adopt uniform outreach materials targeted toward job seekers and employers.

One Stop Operator will coordinate a public resource fair to be hosted by CSNCFL to showcase the existing and co-located partner resources/services available to the social service community.

One Stop Operator shall provide a quarterly report to the CSNCFL Executive Director of the activities and accomplishments each quarter so that they can be reported to the CSNCFL governing boards.

One Stop Operator shall work with the one-stop partners to improve on the technological solutions to connect partners not co-located in the CSNCFL Career Centers.

One Stop Operator shall work with the one-stop partners to develop training on WIOA section 188 equal opportunity, and accessibility requirements. The Training shall be provided annually on a rotation basis by the partners.

One Stop Operator shall be provided a workspace in the CSNCFL Comprehensive One-Stop Center.

One Stop Operator shall be provided access to "Go to Meeting" software, and/or "Zoom" and equipment necessary to perform the tasks identified in the Scope of Work remotely if necessary.

One Stop Operator shall work with the partners to define how technological access shall work to assure participant access to services.

One Stop Operator shall provide CSNCFL with a written project plan. The project plan shall include:

a. A schedule including timetable for accomplishing the Scope of Services.

b. The anticipated deliverables associated with the accomplishment of each task identified in Article II

c. Identification of support needed to accomplish the deliverables that is to be provided by CSNCFL staff.

d. Any non-personnel resources needed such as equipment, facilities, and information.

e. The contents of the monthly report to be submitted with One Stop Operator's monthly invoice

(e) Provide the location (address) and type of each access point, indicating whether it is a comprehensive center<sup>3</sup>, affiliate site or specialized center, as described in <u>CareerSource</u> <u>Florida Administrative Policy 093 – One-Stop Delivery System and One-Stop Career</u> <u>Center Certification Requirements</u>.

The CareerSource NCFL one-stop system is rooted in the concept of providing quality employer and worker services and universal access to a variety of programs and services in a seamless and integrated manner, and is designed to facilitate the effective and efficient delivery of workforce services in the region. Information and access to a comprehensive array of employer services, educational, vocational, job training and other workforce development services, including occupational skills training and lifelong learning, job development and support services will be available to all Alachua and Bradford Counties' residents in a single, customer-focused, user friendly system. CareerSource NCFL has two comprehensive physical centers, located in Starke and Gainesville, providing all required core services and access to programs operated by one- stop partners. Information about each center is listed below.

> Alachua County Career Center 10 NW 6th Street Gainesville, FL 32601 (352) 955-2245

Bradford County Career Center TBD Starke, FL 32091 (904) 964-2863

(f) Identify the days and times when each access point is open to customers.

The career centers are open with access for programs, services and activities Monday through Friday from 8:00 a.m. to 5:00 p.m. When evening activities are ongoing, such as providing space for training activities or community events, the centers are open after hours.. Comprehensive career centers must be open to the general public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday.

(g) For each access point, identify how each local area provides customers with access to <u>each</u> required (and any approved optional) one-stop career center partners' programs, services and activities (physical co-location, electronic methods, and/or referrals).

Partner		
Organization	Authorization/Category	Method of Customer Access
	Senior Community Service	
	Employment Program (SCSEP)	
	authorized under title V of the Older	
AARP Foundation	Americans Act of 1965 (42 U.S.C.	
SCSEP	3056 et seq.)	Physical Co-location
	WIOA title II Adult Education and	
Santa Fe	Family Literacy Act (AEFLA) Program	Referrals
	Jobs for Veterans State Grants (JVSG)	
DEO/ Mandated	programs authorized under chapter	
Partner	41 of title 38, U.S.C.	Physical Co-location
	State Vocational Rehabilitation (VR)	
	Services program authorized under	
	title I of the Rehabilitation Act of	
Vocational	1973 (29 U.S.C. 720 et seq.), as	
Rehabilitation	amended by WIOA title IV	Referrals
	Career and technical education	
	programs at the postsecondary level,	
	authorized under the Carl D. Perkins	
North Florida	Career and Technical Education Act of	
Technical College	2006 (20 U.S.C. 2301 et seq.)	Referrals
	Employment and training activities	
Central Florida	carried out under the Community	
Community Action	Services Block Grant Act (CSBG) (42	
Agency	U.S.C. 9901 et seq.)	Referrals
DEO/ Mandated	National Farmworker Jobs Program	
Partner	(NFJP), WIOA Sec. 167	Physical Co-location
	Unemployment Insurance (UI)	
DEO/ Mandated	programs under state unemployment	
Partner	compensation laws	Physical Co-location
	Trade Adjustment Assistance (TAA)	
	activities authorized under chapter 2	
DEO/ Mandated	of title II of the Trade Act of 1974 (19	
Partner	U.S.C. 2271 et seq.)	Physical Co-location
	Wagner-Peyser Act Employment	
	Service program authorized under	
DEO/ Mandated	the Wagner-Peyser Act (29 U.S.C. 49	
Partner	et seq.), as amended by WIOA title III;	Physical Co-location

	Temporary Assistance for Needy	
	Families (TANF) program authorized	
	under part A of title IV of the Social	
	Security Act (42 U.S.C. 601 et seq.),	
DCF /Mandated	unless exempted by the Governor	Physical Co-location, Electronic
Partner	under 20 CFR 678.405(b)	Access and Referrals
DEO/ Mandated	WIOA title I Adult, Dislocated Worker,	
Partner	and Youth Programs	Physical Co-location
	YouthBuild WIOA Sec. 171 (29 USC	
Youthbuild	3226)	Referrals
	Indian and Native American Programs	
N/A	(INA), WIOA sec. 166, 29 USC 3221	Electronic Access
N/A	Job Corps, WIOA Title I, Subtitle C	Electronic Access

(h) Pursuant to the <u>CareerSource Florida Administrative Policy 093 – One-Stop Delivery</u> <u>System and One-Stop Career Center Certification Requirements</u>, provide the required attestation that at least one comprehensive one-stop center in the local area meets the certification requirements contained therein.

Per the CareerSource Florida Administrative Policy for One-Stop Certification, both of CareerSource NCFL's one-stop centers meet the comprehensive one-stop certification requirements. See attached attestation as Attachment \_\_\_\_\_

(i) Describe any additional criteria (or higher levels of service coordination than required in <u>CareerSource Florida Administrative Policy 093 – One-Stop Delivery System and One Stop</u> <u>Career Center Certification Requirements</u>) relating to service coordination achieved by the one-stop delivery system, to respond to education/training needs, labor market, economic, and demographic conditions and trends in the local area (WIOA § 121(g)(3)).

CSNCFL does not have or utilize any additional criteria (or higher levels of service coordination than required in <u>CareerSource Florida Administrative Policy 093 –</u> <u>One-Stop Delivery System and One Stop Career Center Certification Requirements</u>) relating to service coordination achieved by the one-stop delivery system, to respond to education/training needs, labor market, economic, and demographic conditions and trends in the local area.

#### (5) Provider of Workforce Services

(a) Provide the name of the entity or entities selected to provide workforce services (except training services) within the local one-stop delivery system.

Career services are available to all individuals through the local One-Stop. The DCWDC has designated the administrative entity and provider of workforce services as CSNCFL to provide staff support for the Council and LWDB 9. CSNCFL shall serve as the sub-grant recipient to receive all workforce grant funds allocated to the North Central Florida Workforce Development Area.

Basic Career Services - One-Stop service delivery system and career services will be offered in a variety of formats including self-service, limited assistance and will, at a minimum include the following:

• Determinations of whether the individuals are eligible to receive assistance;

• Outreach, intake (which may include Worker Profiling and Reemployment Assistance (RA) of unemployment insurance (UI) claimants), and orientation to the information and other services available through the one-stop service delivery system;

• Initial assessment of skill levels, aptitudes, abilities and supportive service needs;

• Labor exchange services including: Job search and placement assistance, and where appropriate, career counseling; provision of information on in-demand industry sectors and occupations; and provision of information on non-traditional employment;

• Provision of referrals to and coordination of activities with other programs and services;

• Provision of labor market information including information on job vacancies, information on job skills necessary to obtain jobs, and information related to local occupations in –demand;

• Provision of performance information and program cost information on eligible providers of training services;

• Referrals to the Division of Vocational Rehabilitation and the Division of Blind Services;

• Provision of how the local area is performing, the local performance measures and any additional performance information with respect to the one-stop delivery system in the local area;

• Provision of accurate information relating to the availability of supportive services, including child care, housing and transportation, available in the local area and referral to such services, as appropriate;

• Provision of information and assistance regarding filing claims for Reemployment Assistance; and

• Assistance in establishing financial aid eligibility.

Individualized Career Services -

• Comprehensive and specialized assessments including diagnostic testing and in- depth interviewing to identify employment barriers;

- Development of an individual employment plan;
- Group counseling and/or individual counseling;

Follow Up Services - Follow-up services, including counseling regarding the workplace for participants in workforce investment activities that are placed in unsubsidized employment, for not less than 12 months after the first day of employment as appropriate. Training Services - Training activities, most of which will be provided through Individual Training Accounts (ITAs), will be available through the One-Stop System and may include, based on funding and Board priorities:

- Occupational skills training;
- On-the-job training;
- Incumbent worker training;
- Programs that combine workforce training with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with training services above;

• Adult education and literacy activities, including English language acquisition and integrated education and training programs; and

• Customized training.

(b) Identify and describe what workforce services (except training services) are provided by the selected one-stop operator, if any.

No workforce services are provided by the One-Stop Operator.

(c) Identify and describe what career services are provided by the designated provider of workforce services (except training services).

See answer to 5 (a).

(d) If the LWDB serves as the direct provider of workforce services (except training services), provide the last date the CareerSource Florida Board of Directors granted approval to the LWDB to serve in this capacity and the approved duration. The North Central Florida Workforce Development Board (NCFWDB) is not the direct provider of workforce services in the local workforce area. The NCFWDB is a policy and oversight board. Services are provided by Alachua County and therefore approval of the service delivery model was not required.

#### (6) Youth Service Provider

(a) Provide the name of the entity or entities selected to provide youth workforce investment activities (youth program services) and, if the entity was competitively procured, the term through which the entity is contracted to provide these services.

CSNCFL staff, designated as the Administrative Entity and as a department under the Alachua County BoCC, provide Youth Services directly.

(b) Describe the steps taken to ensure a competitive process for the selection of the youth service provider(s) in the local area, if the LWDB does not provide these services.

See answer to 6(a) above.

(c) Describe any additional criteria<sup>4</sup> the LWDB has established to ensure providers best positioned to deliver required youth program elements resulting in strong outcomes for youth participants are used, if applicable.

See answer to 6(a) above.

(d) Identify and describe the youth program element(s) provided by each provider.

See answer to 6(a) above.

#### B. ANALYSIS OF NEED AND AVAILABLE RESOURCES

The local workforce plan must describe strategic planning elements, including:

(1) A regional analysis of:

(a) Economic conditions including existing and emerging in-demand industry sectors and occupations (20 CFR 679.560(a)(1)(i)); and

Due to restructuring and reorganization of the Workforce Board and organization, LWDB 9 has not conducted Strategic Planning and Analysis since the WIOA Annual Plan for 2020 was written. The information and data below is from the 2020 Plan. Strategic Planning and Analysis will take place prior to the next Four Year Plan.

The following analysis contains data collected and analyzed from Economic Modeling Specialists Int'I. (EMSI), U.S. Census Bureau, and the U.S. Bureau of Labor Statistics. Though 2019 is the current calendar year, 2018 labor market data are utilized as these represent the latest full calendar year of data available from federal statistical agencies.

#### INDUSTRY MIX

The table below details the top 20 industries in the CS NCFL region in 2018 at the 2- digit North American Industry Classification System (NAICS) level. Government is the largest industry, constituting over a quarter of all jobs in the region. Health Care and Social Assistance; Retail Trade; and Accommodation and Food Services round out the top jobs in the region behind Government. The greatest percent change in jobs over the last five years was in Mining, Quarrying, and Oil and Gas Extraction (97%), however it is among the smallest industries in the CS NCFL region. Construction, which experienced a 28% increase over the

same time period, added 526 jobs due to the competitive effect (CE). A positive CE number indicates more growth within a particular industry than would have been expected from non-local trends. Industries with significant positive CE scores include Retail Trade (1,199 jobs); Government (942 jobs); and Administrative and Support and Waste Management and Remediation Services (906 jobs).

Location Quotient (LQ) measures the relative importance of an industry's employment to a particular region. Typically, industries with an LQ score above 1.25 represent an importance to the region. Only two industries in the CS NCFL region have an LQ score above 1.25: Government (1.88) and Health Care and Social Assistance (1.27).

Industry	2018 Jobs	% of Total Jobs	% Change 2013- 2018	2018 LQ	2018 CE
Government	43,253	28.26%	4%	1.88	942
Health Care and Social Assistance	24,633	16.09%	12%	1.27	188
Retail Trade	15,890	10.38%	13%	1.03	1,199
Accommodation and Food Services	14,550	9.51%	14%	1.11	149
Professional, Scientific, and Technical Services	7,645	5.00%	19%	0.77	428
Administrative and Support and Waste Management and Remediation Services	7,082	4.63%	27%	0.74	906
Construction	6,485	4.24%	28%	0.76	526
Other Services (except Public Administration)	6,228	4.07%	5%	0.86	(109)
Finance and Insurance	4,734	3.09%	13%	0.77	236
Manufacturing	4,606	3.01%	1%	0.38	(172)
	2.476	2.070/	220/	0.62	60
Transportation and Warehousing Wholesale Trade	3,476	2.27% 1.84%	23% 16%	0.63 0.50	60 353
	2,818				
Real Estate and Rental and Leasing	2,716	1.77%	10%	1.05	(31)
Educational Services	2,476	1.62%	16%	0.63	155
Arts, Entertainment, and Recreation	2,217	1.45%	12%	0.83	(65)
Information	1,555	1.02%	2%	0.55	(53)
Agriculture, Forestry, Fishing and Hunting	1,487	0.97%	(10%)	0.83	(187)
Management of Companies and Enterprises	498	0.33%	(16%)	0.23	(161)
Utilities	431	0.28%	4%	0.82	8
Mining, Quarrying, and Oil and Gas Extraction	256	0.17%	97%	0.40	150
Unclassified Industry	17	0.01%	(11%)	0.08	(8)

#### **KEY INDUSTRIES**

Diving deeper, the table below details the 20 largest 4-digit NAICS industries in terms of employment in the CS NCFL Region in 2018. The top industries include Education and Hospitals (State Government) (23,027 jobs); General Medical and Surgical Hospitals (11,805 jobs); and Restaurants and Other Eating Places (11,662 jobs). In comparison to the top industries at the 2- digit NAICS level, several of the industries in the table are representative of Government and Health Care and Social Assistance. Over half of the top industries in the CS NCFL region have an average earning above \$50,000. Federal Government, Civilian has the highest average earning at \$109,397 which is \$90,408 more than the lowest paid industry, Restaurants and Other Eating Places (\$18,989). However, the latter has over 7,000 more jobs than the former. The top two industries with the greatest number of jobs in 2018 also have the highest LQ score and CE.

Future projections indicate that the greatest percentage of growth will be experienced by the smallest employed industry in the table: Foundation, Structure, and Building Exterior Contractors. State Government, Excluding Education and Hospitals, which experienced the second greatest decrease in jobs over the last five years, is projected to experience the greatest (and only) decrease in jobs over the next five years of all top industries at the 4-digit NAICS level. With a relatively competitive LQ score of 2.24, the continual decrease of jobs for this industry will have a negative impact on the CS NCFL region's economy along with its significant negative CE score.

Industry	2018 Jobs	% Change 2013- 2018	Projected % Change 2018- 2023	2018 LQ	2018 CE	Average Earnings
Education and Hospitals (State Government)	23,027	21%	6%	7.86	426	\$81,941
General Medical and Surgical Hospitals	11,805	19%	8%	2.67	414	\$69,077
Restaurants and Other Eating Places	11,662	13%	6%	1.16	(227)	\$18,989
Local Government, Excluding Education and Hospitals	5,224	2%	1%	0.97	(124)	\$67,043

Industry	2018 Jobs	% Change 2013- 2018	Projected % Change 2018- 2023	2018 LQ	2018 CE	Average Earnings
Education and Hospitals (Local Government)	5,090	(28%)	5%	0.63	81	\$53,147
State Government, Excluding Education and Hospitals	4,758	(10%)	(14%)	2.24	(657)	\$58,651
Federal Government, Civilian	4,570	3%	1%	1.69	32	\$109,397
Grocery Stores	3,574	13%	3%	1.39	40	\$25,922
Services to Buildings and Dwellings	3,541	22%	11%	1.30	111	\$26,125
Offices of Physicians	2,656	15%	10%	1.06	(29)	\$93,792
Building Equipment Contractors	1,983	32%	10%	0.88	28	\$50,289
Department Stores	1,780	10%	4%	1.64	236	\$25,407
Employment Services	1,756	46%	11%	0.51	99	\$30,274
Nursing Care Facilities (Skilled Nursing Facilities)	1,750	(6%)	2%	1.15	27	\$37,911
Religious Organizations	1,677	10%	8%	1.02	49	\$20,069
Warehousing and Storage	1,656	38%	9%	1.58	(150)	\$48,439
Insurance Carriers	1,632	13%	0%	1.38	(26)	\$69,550
Agencies, Brokerages, and Other Insurance Related Activities	1,406	7%	3%	0.95	(88)	\$75,029
Architectural, Engineering, and Related Services	1,402	19%	1%	0.96	(68)	\$71,695
Foundation, Structure, and Building Exterior Contractors	1,344	80%	20%	1.29	182	\$46,687

#### OCCUPATION MIX

The table below identifies the top occupations for the CS NCFL region in 2018 at the 2-digit Standard Occupational Classification (SOC) level. The top occupations include Office and Administrative Support Occupations (21,770 jobs); Education, Training, and Library Occupations (16,842 jobs); Food Preparation and Serving Related Occupations (14,628 jobs); and Healthcare Practitioners and Technical Occupations (14,527 jobs). Only four occupations have an LQ score above 1.25: Education, Training, and Library Occupations (1.944); Life, Physical, and Social Science Occupations (1.55); Healthcare Support Occupations (1.36); and Building and Grounds Cleaning and Maintenance Occupations (1.31). These occupations are considered to be strong occupations in the CS NCFL region.

Median hourly earnings for the top occupations range from \$9.69 for Food Preparation and Serving Related Occupations to \$38.92 for Management Occupations. Of the top five occupations, only two have median hourly earnings below \$15.00.

Occupation	2018 Emp.	% of Total Emp.	Median Hourly Earning	2018 Location Quotient
Office and Administrative Support Occupations	21,770	14.2%	\$15.20	0.98
Education, Training, and Library Occupations	16,842	11.0%	\$17.42	1.94
Food Preparation and Serving Related Occupations	14,628	9.6%	\$9.69	1.14
Healthcare Practitioners and Technical Occupations	14,527	9.5%	\$29.04	1.71
Sales and Related Occupations	14,224	9.3%	\$11.56	0.94
Building and Grounds Cleaning and Maintenance Occupations	7,362	4.8%	\$11.14	1.31
Transportation and Material Moving Occupations	7,006	4.6%	\$14.40	0.67
Business and Financial Operations Occupations	6,522	4.3%	\$25.50	0.82
Management Occupations	6,487	4.2%	\$38.92	0.75
Healthcare Support Occupations	5,669	3.7%	\$12.29	1.36
Construction and Extraction Occupations	5,185	3.4%	\$16.39	0.74
Installation, Maintenance, and Repair Occupations	5,140	3.4%	\$17.70	0.86
Personal Care and Service Occupations	5,055	3.3%	\$10.65	0.77
Production Occupations	3,989	2.6%	\$14.88	0.44
Protective Service Occupations	3,765	2.5%	\$16.83	1.10
Computer and Mathematical Occupations	3,532	2.3%	\$27.54	0.80
Community and Social Service Occupations	2,766	1.8%	\$19.29	1.09
Arts, Design, Entertainment, Sports, and Media Occupations	2,253	1.5%	\$18.57	0.80
Life, Physical, and Social Science Occupations	1,950	1.3%	\$24.83	1.55
Architecture and Engineering Occupations	1,912	1.2%	\$29.45	0.74
Legal Occupations	1,113	0.7%	\$28.18	0.88
Farming, Fishing, and Forestry Occupations	1,054	0.7%	\$9.94	0.92
Military-only occupations	301	0.2%	\$17.68	0.32

#### TOP OCCUPATION BY EMPLOYMENT

A closer look at the top occupations in the CS NCFL region are displayed in the table below at the 5-digit SOC level. The top occupations for the region include Postsecondary Teachers (8,471 jobs); Registered Nurses (5,834 jobs); Combined Food Preparation and Serving Workers, Including Fast Food (4,741 jobs); and Retail Salespersons (4,075 jobs). Over the last five years, nearly all of the region's top occupations experienced positive job growth, with the exception of Bookkeeping, Accounting, and Auditing Clerks, which experienced a 1% decline. Future projections indicate positive growth for all occupations aside from Secretaries and Administrative Assistance, Except Legal, Medical, and Executive, which is projected to experience very little decline.

The greatest number of annual openings (921) were experienced by Combined Food Preparation and Serving Workers, Including Fast Food, followed by Waiters and Waitresses (627). Though these occupations offer the greatest number of opportunities for employment, they are also associated with lower median hourly earnings which limits economic growth by the labor force in the region. Median hourly earnings for the CS NCFL region range from \$9.30 for Combined Food Preparation and Serving Workers, Including Fast Food to \$31.02 for Registered Nurses, a difference of \$21.72.

Occupation	2018 Emp.	% Change 2013- 2018	% Change 2018- 2023	Median Hourly Earnings	Annual Openings
Postsecondary Teachers	8,471	18%	10%	\$17.45	865
Registered Nurses	5,834	18%	8%	\$31.02	445
Combined Food Preparation and Serving Workers, Including Fast Food	4,741	16%	6%	\$9.30	921
Retail Salespersons	4,075	5%	4%	\$10.18	609
Cashiers	3,945	12%	2%	\$9.29	775
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	3,694	14%	9%	\$10.59	586
Office Clerks, General	3,606	6%	3%	\$14.30	453
Waiters and Waitresses	3,113	12%	5%	\$9.71	627
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	2,720	4%	(0%)	\$14.68	331
Customer Service Representatives	2,687	31%	5%	\$13.17	421
Nursing Assistants	2,102	4%	5%	\$11.90	252
Maids and Housekeeping Cleaners	1,656	0%	4%	\$10.98	245
Bookkeeping, Accounting, and Auditing Clerks	1,642	(1%)	1%	\$17.15	191
Stock Clerks and Order Fillers	1,632	20%	6%	\$11.27	241
Laborers and Freight, Stock, and Material Movers, Hand	1,603	22%	8%	\$ <mark>11</mark> .11	256
Cooks, Restaurant	1,508	26%	7%	\$11.28	247
Maintenance and Repair Workers, General	1,456	13%	6%	\$15.95	166
First-Line Supervisors of Retail Sales Workers	1,431	6%	4%	\$18.42	163
First-Line Supervisors of Office and Administrative Support Workers	1,372	8%	3%	\$23.48	148
Landscaping and Groundskeeping Workers	1,335	9%	7%	\$11.36	192

(b) The employment needs of employers in existing and emerging in-demand industry sectors and occupations<sup>5</sup> (20 CFR 679.560(a)(1)(ii)).

North Florida Regional Chamber of Commerce has been a CareerSource NCFL contracted business services provider since 2006, and the Greater Gainesville Chamber of Commerce was previously contracted but still remains an integral partner. The Board recognizes that Chambers of Commerce are better positioned and have better knowledge and skills to serve business needs than any other organization in our

community. Chambers of Commerce have the "ear" of the business community and can be a liaison between employers and the Board.

The Chambers collect data through regular Chamber and Community events, company presentations, and recruitment events. These activities allow the Chamber to verify employment needs of employers. Recently, the Greater Gainesville Chamber worked with the North Central Florida chapter of the Society of Human Resource Managers to host their regional conference and learn about employment needs. Additionally, the Chambers are hosting a yearly "State of the Workforce" summit in conjunction with an annual State of the Workforce Report that provides data and analysis of the talent landscape of the region. The report commissioned by the Board will include and annual summary of CS NCFL activities, an updated scorecard, resource allocation details, and labor market intelligence, including growing and emerging industries, occupational demand, skills gaps, demographic information, training/skills attainment, etc. that are supported by both qualitative and quantitative data.

Additionally, the strategic planning process included three focus groups composed of business with a purpose of gaining an assessment of workforce needs in Alachua and Bradford counties. The participants thought that there is a lack of low and middle skilled talent; the middle-skilled talent refers to workers that require more than a high school diploma. Participants would like more education and to explore other avenues in order for the workforce to become knowledgeable of soft skills such as: attitude, professional communication, listening skills, problem-solving skills, mechanical Skills, and basic Mathematics and English skills. Multiple participants were fond of increasing work-based learning programming such as internships and apprenticeships. Participants would like support of vulnerable groups in the community, particularly low income individuals, and assistance with supportive services.

The strategic planning process also included a survey for business and industry. Survey respondents identified some of the most significant talent or workforce development challenges facing business growth today. The responses were reviewed and organized into common themes. The most significant challenges identified by respondents were an abundance of unqualified workers in the region and lack of soft skills. Soft skills that were identified included punctuality, work ethic, workplace communication, teamwork, positive attitude, and strong motivation.

The first goal of CareerSource NCFL's strategic plan is to cultivate a workforce that meets the needs of businesses today and the future. The strategies to accomplish the goal are 1) Institute a Board-level culture of data-driven policymaking and 2) Decrease the skills gap in targeted industries.

CareerSource NCFL has used data from the CEO and local and state labor market information to identify our targeted sectors which are:

- Logistics
- Advanced Manufacturing
- Construction
- Healthcare
- Technology

- Leisure and Hospitality
- (2) An analysis of the knowledge and skills needed to meet the employment needs of the employers in the local area, including employment needs in in-demand industry sectors and occupations (WIOA § 108(b)(1)(B) and 20 CFR 679.560(a)(2)).

In a survey of employers from the strategic planning process, the participating employers identified the most significant talent or workforce challenges as an abundance of unqualified workers in the region and lack of soft skills. Advanced Manufacturing had the greatest number of respondents identify unqualified workers as their most significant challenge compared to Leisure and Hospitality which had the greatest number of respondents identify soft skills as the most significant challenge. Advanced Manufacturing was also one of the few industries that did not cite retention or recruitment as a challenge. Healthcare had the widest ranging responses, including leadership, unqualified workers, lack of experienced workers, unrealistic expectations, healthcare, retention, and recruitment.

Employers state that they need workers who possess basic employability and soft skills combined with strong technical skills. Many employers state that they are unable to find workers that meet their needs. CS CNF offers a team of business services executives with services including custom recruitment events, job fairs, assessments, on-the-job training, work experience programs, incumbent training, and other training grants.

The following table shows the academic and technical competencies for the four industry sectors:

Industry Sector	Academic Competencies	Industry Wide Technical Competencies
Advanced Manufacturing	Science Basic computer skills Mathematics Reading Writing Communication – Listening & Speaking Critical & Analytic Thinking Information Literacy	Manufacturing Process Design & Development Production Maintenance Installation & Repair Supply Chain Logistics Quality Assurance/Continuous Improvement Sustainable & Green Manufacturing Health, Safety, Security & Environment
Information Technology	Reading Writing Mathematics Science Communication Critical & Analytical Thinking Fundamental IT User Skills	Principles of Information Technology Databases and Applications Networks, Telecom, Wireless & Mobility Software Development & Management

		User & Customer Support Digital Digital Media and Visualization Compliance Risk Management, Security, and Information Assurance
Healthcare	Reading Writing Mathematics Science & Technology Communication – Listening & Speaking Critical & Analytical Thinking Basic Computer Skills Information Literacy	Health Industry Fundamentals Healthcare Delivery Health Information Health Industry Ethics Laws & Regulations Safety Systems
Logistics	Communication – Visual & Verbal Reading Locating & Using Information Writing STEM Critical & Analytical Thinking Information Technology Fundamentals	Industry Fundamentals Design & Development Operations & Management Maintenance & Repair Technology Applications Regulations Safety & Security
Leisure and Hospitality	Reading for Information Business Writing Math Basic Computer Skills Communication Skills Locating and Using Information	Sales Customer Services Merchandising/Retailing Operations Human Resources

(3) An analysis of the workforce in the local area, including current labor force employment and unemployment data, information on labor market trends, and the educational and skill levels of the workforce, including individuals with barriers to employment (WIOA § 108(b)(1)(C) and 20 CFR 679.560(a)(3)).

In a survey of employers from the strategic planning process, the participating employers identified the most significant talent or workforce challenges as an abundance of unqualified workers in the region and lack of soft skills. Advanced Manufacturing had the greatest number of respondents identify unqualified workers as their most significant challenge compared to Leisure and Hospitality which had the greatest number of respondents identify soft skills as the most significant challenge. Advanced Manufacturing was also one of the few industries that did not cite retention or recruitment as a challenge. Healthcare had the widest ranging responses, including leadership, unqualified workers, lack of experienced workers, unrealistic expectations, healthcare, retention, and recruitment.

Employers state that they need workers who possess basic employability and soft skills combined with strong technical skills. Many employers state that they are unable to find workers that meet their needs. CS CNF offers a team of business services executives with services including custom recruitment events, job fairs, assessments, on-the-job training, work experience programs, incumbent training, and other training grants.

(4) An analysis of the workforce development activities, including education and training, in the local area. This analysis must include the strengths and weaknesses of workforce development activities and the capacity to provide the workforce development activities to address the education and skill needs of the workforce, including individuals with barriers to employment, and the employment needs of employers (WIOA § 108(b)(1)(D) and (20 CFR 679.560(a)(4)).

The workforce development activities in the local area provide services to all programs, including WIOA Adult, Dislocated Worker and Youth; Trade Adjustment Assistance (TAA); Wagner Peyser; SNAP; and Welfare Transition program to assist all workers to obtain employment and self-sufficiency through an individualized mix of career and training- related activities and work experience.

#### **Basic Career Services**

Career services are available to all individuals through the local One-Stop service delivery system and will be offered in a variety of formats including self-service, limited assistance and will, at a minimum include the following:

• Determinations of whether the individuals are eligible to receive assistance;

 Outreach, intake (which may include Worker Profiling and Reemployment Services systems of unemployment insurance (UI) claimants), and orientation to the information and other services available through the one-stop service delivery system;
 Initial assessment of skill levels, aptitudes, abilities and supportive service needs;

• Labor exchange services including:

- Job search and placement assistance, and where appropriate, career counseling; provision of information on in-demand industry sectors and occupations; and provision of information on non-traditional employment;
- Provision of referrals to and coordination of activities with other programs and services; • Provision of labor market information including information on job vacancies, information on job skills necessary to obtain jobs, and information related to local occupations in –demand;
- Provision of performance information and program cost information on eligible providers of training services;
- Provision of how the local area is performing, the local

performance measures and any additional performance information with respect to the one-stop delivery system in the local area;

- Provision of accurate information relating to the availability of supportive services, including child care, housing and transportation, available in the local area and referral to such services, as appropriate;
- Provision of information and assistance regarding filing claims for unemployment compensation; and
- Assistance in establishing financial aid eligibility.

#### Individualized Career Services

- Comprehensive and specialized assessments including diagnostic testing and in- depth interviewing to identify employment barriers;
- Development of an individual employment plan;
- · Group counseling and/or individual counseling;
- Career planning;
- Short-term pre-vocational services;
- Internships and work experience linked to careers;
- Workforce preparation activities;
- Financial literacy services;
- Out of area job search assistance and relocation assistance; and
- English language acquisition and integrated education and training programs.

Follow-up Services

• Follow-up services, including counseling regarding the workplace for participants in workforce investment activities that are placed in unsubsidized employment, for not less than 12 months after the first day of employment as appropriate.

Business and industry are the primary customers of the workforce development system. The Board's focus is to seek to understand and anticipate the needs of business, and make strategic decisions and craft policies that will generate a skilled pipeline of qualified talent. Employer needs are identified through targeted sector outreach by business services representatives, surveys, focus groups and team meetings to identify jobseekers with greater skills to meet the continuing growth of new technologies. Each year nearly 1000 employers in Alachua and Bradford counties come to CareerSource NCFL to recruit candidates and grow businesses. Staff work with employers to carefully vet, train, and refine candidates.

CareerSource NCFL offers a wide range of training options for our customers, funded through WIOA formula dollars and special grants received from the Department of Labor and State of Florida. Traditional classroom occupational training is mostly used for our WIOA participants in need of training to gain self-sufficiency. However, many individuals also benefit from work experience, internships and experience- based training. Our employer customers are interested in on-the-job training and internships to train their own employees in skills that the individual business needs. They are also interested in incumbent worker training to upskill their current, proven employees in the newest technologies. Additionally, CareerSource NCFL is increasing registered apprenticeships in non-traditional apprenticeship occupations such as information technology.

CareerSource NCFL utilizes monitoring, monthly management reports, Employ Florida Marketplace reports and predictive reports, and surveys to assess services including results and customer satisfaction.

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

In addition to the career services listed above, CareerSource NCFL may provide the following training services to eligible Adults and Dislocated Workers, based on availability of funding. Training services are provided to equip individuals to enter the workforce and retain employment. Additionally, the training programs will be linked to employment opportunities in demand in the local area.

#### Training Services

Training activities, most of which will be provided through Individual Training Accounts (ITAs), will be available through the One-Stop System and may include, based on funding and Board priorities:

- Occupational skills training;
- On-the-job training;
- Incumbent worker training;
- Programs that combine workforce training with related instruction;
- Training programs operated by the private sector;
- · Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;

• Job readiness training provided in combination with training services above;

• Adult education and literacy activities, including English language acquisition and integrated education and training programs; and

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

CareerSource NCFL targets at-risk out-of school youth with barriers to employment and academic achievement. Services to youth are integrated with services offered through the One Stop system in order to maximize the use of all resources. Co-enrollments are also achieved through community-based youth program partnerships who serve out-of-school youth. In most instances we work to co-enroll youth participants so that we may offer layered services to ensure the participant's success. Youth ages 18 to 24 may be co-enrolled in other programs such as WIOA Adult, Dislocated Worker, or

Special Programs if services provided under those programs are appropriate. CareerSource NCFL priority is to connect youth to local employers and provide mutually beneficial matches leading to job placements and work-based training. Inclusion and integration of youth and career services occurs as frequently as possible with a focus on avoiding redundancy in service delivery. Youth services include the following: outreach and recruitment; one stop orientation; eligibility determination; objective assessment; development of service strategies; career development; work-based learning; support services; program outcomes; follow-up services; case management and quality case noting.

Leveraging partnerships is key in-service delivery. CareerSource NCFL utilizes partnerships to expand relationships throughout the community and attract more youth in need of career center services. Staff regularly participate in community events, offer presentations to schools, associations, and various community partner locations.

CareerSource NCFL works closely with the local colleges- Santa Fe College (SFC), North Florida Technical College (NFTC) and University of Florida (UF), to develop training opportunities that are in line with Alachua and Bradford County labor market needs. Training in customer service, maintenance, retail sale and entrepreneurship are offered to all youth participants. Youth participate in occupational training and job shadowing to ensure an adequate translation of skill sets.

CareerSource NCFL youth staff regularly complete management reports to monitor the services provided. For example, with youth services, CareerSource NCFL utilizes Employ Florida Marketplace reports and predictive reports to review WIOA youth caseloads, measurable skills gains, education and employment rates, and credential attainment rates.

Additionally, CareerSource NCFL established a youth council/workgroup known as WIOA Youth Engagement Group (YEG) to assist CareerSource NCFL to monitor and address employment, training, education, human and supportive service needs of all eligible youth. YEG will work to improve and monitor programming in areas such as:

1. Policy recommendations to help with the design, development, and implementation of programs that benefit all youth

2. Recommend the design of a comprehensive community workforce development system to ensure a full range of services and opportunities for all youth, including disconnected youth

3. Recommend ways to leverage resources and coordinate services among schools, public programs, and community-based organizations serving youth;

4. Recommend ways to coordinate youth services and recommend eligible youth service providers;

5. Provide on-going leadership and support for continuous quality improvement for local youth programs;

6. Assist with planning, operational, and other issues relating to the provision of services to youth; and

7. If so delegated by the Local WDB after consultation with the chief elected official (CEO), oversee eligible youth providers, as well as other youth program oversight responsibilities.

The WIOA Youth Engagement Group (YEG) consist of members from community-based organizations who have demonstrated a record of success in serving eligible youth, and other individuals with appropriate expertise and experience. YEG meeting attendance is offered in person or virtual. Members are asked to serve a one-year membership (can renew for 3) and be active (offering suggestions, questions, concerns, feedback).

WIOA Youth Engage	ement Group 2022-2023
Member Name	Organization
Aida Diaz, Transition Specialist	North Central Florida Public Charter School
Amielia Holt, Former Youth Participant	CareerSource NCFL
Angela Howard, President/CEO NCFL YMCA	NCFL YMCA
Cherie Kelly, Resource Center Manager	Partnership for Strong Families
Erika Howard, Former Participant's Mother	CareerSource NCFL
Joseph Borek, WIOA Youth Navigator	CareerSource NCFL

Julie Falt, SFC Adult Education Program Coordinator	Santa Fe College
Karen Black, Employment Specialist	Florida Department of Corrections
Lynda Bowie-Locklear, WIOA Youth Coordinator	CareerSource NCFL
Marilyn Roberts, Employment Specialist	Gainesville Housing Authority
Patrice Crooms, CEO/Founder PC Virtual Tutoring & Educational Solutions, LLC	PC Virtual Tutoring & Educational Solutions, LLC
Tekevia McNiel-Jenkins, Program Manager	Alachua County Sheriff's Office Jail
Evelitza Soto, S.N.A.P. Program Supervisor	CDS Family & Behavioral Health Services, Inc

## C. LOCAL WORKFORCE DEVELOPMENT BOARD STRATEGIC VISION AND GOALS

Local plans describe how LWDBs implement strategies that help Floridians secure good jobs, while providing employers with the skilled workers needed to compete in the global economy. Local strategies must prioritize employment, emphasize education and training, and ensure LWDBs are responsive to Florida employers' demand for qualified workforce talent.

(1) Describe the LWDB's strategic vision to support regional economic growth and economic self-sufficiency. This must include goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), and goals relating to the performance accountability measures based on primary indicators of performance described in WIOA § 116(b)(2)(A) (20 CFR 679.560(a)(5)).

Following are the strategic goals and strategies of the CareerSource NCFL Board:

GOAL 1: Cultivate a workforce that meets the needs of businesses today and in the future.

Strategy 1.1: Institute a Board-level culture of data-driven

policymaking.

Strategy 1.2: Decrease the skills gap in targeted industries.

GOAL 2: Become a nationally recognized leader on collaboration among regional economic and workforce development partners.

Strategy 2.1: Convene and engage all economic and workforce development system partners regularly.

Strategy 2.2: Position all partners to be ambassadors of the system by implementing a consistent messaging and advocacy agenda.

GOAL 3: Excel among workforce systems in accessibility and customer service.

Strategy 3.1: Increase access to skill development and employment opportunities among targeted populations.

Strategy 3.2: Establish a culture of continuous improvement to enhance the customer experience.

(2) Taking into account the analyses described in (1) through (4) in Section B. Analysis of Need and Available Resources above, describe the local area's strategy to work with entities that carry out the core programs and required partners to align resources available to the local area, to achieve the strategic vision and goals described above (20 CFR 679.560(a)(5)).

CareerSource NCFL's mission is to be a strategic hub of partners that provides advocacy and invests resources to spur economic growth through talent development with a goal of becoming a nationally recognized leader on collaboration among regional economic and workforce development partners. To accomplish this goal, CSNCFL regularly convenes and engages all economic and workforce development partners as well as positions all partners to be ambassadors of the system by implementing consistent messaging and advocacy. The regular partner convening meetings share information on how each agency/organization can work together to coordinate services and reduce duplication of services while providing better, streamlined services to our customers. An essential component for the Board is to position itself as the centralized hub for regional workforce development activities through the convening of these partners, consistent messaging, and creating a network of ambassadors that disseminate consistent information and advocate for the workforce development needs of the community. This network of ambassadors helps to create a vibrant talent ecosystem where businesses are served efficiently and are able to access the resources available to them through a customer friendly environment. The centralized hub allows the Board and partners to maintain a proactive, coordinated approach that can adjust to the changing needs of customers.

CareerSource NCFL also meets regularly with our business consumers and our

economic development collaboratives to ensure that the workforce strategy is consistent with the needs of the business community. The Board's focus is to seek to understand and anticipate the needs of business, and make strategic decisions and craft policies that will generate a skilled pipeline of qualified talent.

#### D. DESCRIPTION OF STRATEGIES AND PROGRAM SERVICES

The local plan must address how the LWDB coordinates service delivery with core programs of the Division of Vocational Rehabilitation, the Division of Blind Services and the Division of Career and Adult Education, as well as required partners including, but not limited to TANF, SNAP Employment and Training (E&T), Senior Community Service Employment Program, Community Service Block Grant, programs authorized under the state's unemployment insurance laws (referred to as Reemployment Assistance in Florida), programs authorized under section 212 of the Second Chance Act of 2007, and Housing and Urban Development, where available.

- (1) Workforce Development System Description: Describe the local workforce development system, including:
  - (a) All of the programs that are included in the system; and
  - (b) How the LWDB supports the strategy identified in the state plan under 20 CFR 676.105 and works with entities carrying out core programs and other workforce development programs, including programs of study authorized under <u>The Strengthening Career and</u> <u>Technical Education for the 21st Century Act (Perkins V)</u> (20 U.S.C. 2301 et seq.) to support service alignment (WIOA § 108(b)(2) and 20 CFR 679.560(b)(1)).

As CareerSource NCFL has documented throughout this plan, there are two comprehensive one-stop centers in the local area – one in Gainesville in Alachua County and one in Starke in Bradford County. These two cities are the population centers for each county.

Programs that are included in the local workforce system and directly provided by CareerSource NCFL service providers include:

- · Wagner-Peyser
- Veterans Services
- · WIOA Adult and Dislocated Worker
- · WIOA Youth
- · Temporary Assistance to Needy Families/Welfare Transition Program
- Trade Adjustment Assistance

- · Reemployment Services and Eligibility Assessment (RESEA)
- · Supplemental Nutrition Assistance Program (SNAP)
- · WIOA Get There Faster funding

Additional programs that are available through partner organizations:

- · Adult education and literacy
- · Vocational Rehabilitation Services
- · Senior Community Service Employment Program
- · Housing and Urban Development employment and assistance programs
- · Community Block grants

## (2) Adult and Dislocated Worker Employment and Training Activities:

Describe and assess the type and availability of adult and dislocated worker employment and training activities in the local area (WIOA §108(b)(7) and 20 CFR 679.560(b)(6)). This must include a description of local policies and procedures for individualized career and training services in the Adult program to give priority to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.

Career services for adults and dislocated workers are made available in the Gainesville and Starke one-stop centers. Individualized career services are made available to customers based on their employment needs and determined jointly by the customer and CSNCFL staff. Individualized career services offered to customers include the following: comprehensive and specialized assessments, interviewing/evaluation to identify employment barriers and appropriate employment goals, the development of an Individual Employment Plan and could include group counseling, individual counseling, career planning, short-term pre-vocational services, Internships and Work Experiences, financial literacy services, out-of-the-area job search assistance and relocation. Training services are made available and are conducted in a manner that maximizes the customer's choice for training.

Adults and dislocated workers interested in training are provided with a Targeted Occupations List, the State's Eligible Training Providers List and a Programs of Training List. At CSNCFL, the customers' Training Program of choice must be directly linked to occupations in demand in the area as established by the local CSNCFL board and as published on the CSNCFL area's Targeted Occupation List. Eligible adults and dislocated workers needing and approved for training are provided with individual training accounts. **Reference is made to the Careersource NCFL Individual Training Account Policy #OPS-03.** Types of training services provided include

Occupational Skills Training, On-The-Job Training, Incumbent Worker Training, Entrepreneurial Training, Job Readiness Training, Adult Education and Literacy, English Language provided concurrently or in combination with other eligible services and Customized Training. **Reference is made to the Careersource NCFL WIOA Adult and Dislocated Workers Eligibility and Services Policy #OPS-16**.

Careersource staff are available to meet with customers but also facilitate and provide access to employment and training activities through the use of technology. Customers who have the capability to upload applications and other supporting documentation through the use of technology are encouraged to use this resource in order to expedite processing and to facilitate the needs of individuals with disabilities or other barriers.

There is an established process for collecting information to support a determination of WIOA Individualized and Training eligibility. During this process, staff are trained to identify and serve individuals with barriers to employment and staff are also trained to coordinate programs and services with other community partners when needed. Priority of service is always in effect when determining WIOA Adult eligibility.

Careersource NCFL implemented a Priority of Service Policy that prioritizes the way Individualized and Training services are provided to individuals who are served with WIOA Adult funding. Veterans and eligible spouses continue to receive a priority of service for all services funded by the Department of Labor. **Reference is made to the Careersource NCFL WIOA Priority of Service Policy #OPS-12.** Career Center staff working with WIOA Adult eligible individuals must give priority for receipt of career and training services to participants in the following order:

**First** - priority shall be given to eligible adults who are recipients of public assistance, other low-income individuals or individuals who are basic skills deficient who also meet the definition of veteran or eligible spouse.

**Second** - priority of service shall be given to non-veteran eligible adults who are recipients of public assistance, other low-income individuals or individuals who are basic skills deficient.

**Third** - priority shall be given to adult program eligible veterans or eligible spouses who are not low income, not public assistance recipients or who are not basic skills deficient.

**Fourth** - priority is for adult program eligible non-veterans who are not low income, not public assistance recipients or who are not basic skills deficient.

- (3) **Training Services:** Describe how training services outlined in WIOA section 134 are provided, including:
  - (a) A description of the process and criteria for issuing ITAs, including a description of any ITA limitations established by the LWDB and a description of any exceptions to the use of ITAs;

20 CFR Part 680.210(b) stipulates that approved training services are to be directly linked to occupations in demand in the area as established by the local area board and as published on the area Targeted Occupation List (TOL).

All recipients of an ITA from CSNCFL must be eligible for WIOA services as described in 20 CFR part 680.100 through 680.350, or an active, open and participating customer of the Welfare Transition Program and must be residents of Alachua or Bradford counties. **Reference is made to the Careersource NCFL Individual Training Account Budgeting and Fund Coordination Policy #OPS-03.** 

The purpose of training is to provide eligible participants with the means to obtain the necessary skills to become gainfully employed or re-employed at a self-sufficient wage. Prior to the development of an ITA, all CSNCFL staff must provide customers with a copy of the TOL and Eligible Training Provider List. Next step is to have the customers complete a comprehensive/initial assessment and take a specialized career interests assessment to assist them with identifying their career interests, educational/training needs, employment goals and barriers to employment. In addition, CSNCFL staff must conduct an interview/evaluation with the customer for the purpose of confirming the customer's employment barriers, appropriate employment goals as identified in the assessments and to maximize the customers' choice for training. Enrollment into training must not only factor in eligibility but also factor in suitability for the training of choice.

The comprehensive/initial and specialized career assessments, educational provider administered entrance exams, Employ Florida Interest Profiler and Employ Florida Work Values Indicator assist with identifying the customers' suitability for the training. Suitability is established when training aligns with a customers' existing skill set or educational background and the customer is deemed to have the core competencies to be successful in the training program of choice. Some training programs that are on the TOL and Eligible Training Provider List do not require customers to have a High School Diploma or GED.

For customers without a High School Degree or GED, CSNCFL staff administer the TABE. The TABE scores are used to determine the customers' specific grade level in order to meet the requirements of the training provider. Customers must exhibit the skills, ability and competency to successfully complete a training program prior to the issuance of an ITA. Exceptions to the assessment requirements may be granted by the CSNCF CEO or Senior Management. A career assessment is not required for customers who are only seeking assistance with obtaining a GED.

Priority of Service is always in effect when determining WIOA Adult eligibility. When determining eligibility for WIOA Training and the development of an ITA, the following is required for issuing an ITA:

• Completion and review of customers' Initial Assessment and Career Interest Assessment

• Customers' interview/evaluation with CSNCFL staff to determine genuine career interests and the customers' training of choice

- Development of an Individual Employment Plan jointly with customers
- An acceptance letter for the customer from the Training Provider

• Customers' school transcript, unofficial transcript or degree/High School Diploma/GED

• Copy of school schedule for identified training of choice

• Itemized school cost for tuition, books, and other related training costs for the entire length of the training program

• Pell Award and other FAFSA acceptance/denial documentation

• Total costs applied from the Pell Grant or FAFSA towards tuition for the semester/quarter

• Documentation training is on the eligible training provider list and Targeted Occupational List

• TABE testing if no High School or GED

All sources of funds, excluding loans, shall be considered in determining a customer's overall need for WIOA funds. A primary focus of our customer's training and support funds shall be directed at Dislocated Workers, Adults and Out-of-School Youth who meet priority of service for: On-the-Job Training, Customized Training, Internship, Work Experience, Apprenticeships and classroom/online training programs.

ITAs may be issued/renewed for a time period equivalent to the time required to complete a two-year degree program with documentation that the participants are maintaining at least a passing "C" average grade point average. There are exceptions to the ITA issued/renewal rule. Additional training requirements should be considered when establishing a timeline for completion.

CSNCFL reserves the right to limit the amount of funding for an ITA. The funding limit for any approved training shall not exceed the published in-state tuition rate at a local, public educational institution or community college. Funding may exceed the published in-state tuition rate at public schools when funding is being coordinated for education at a private institution with higher rates.

At CSNCFL, ITAs have an established cost cap for training-related expenses of \$5,000.00 per individual per Program Year. However, the ITA cost cap can be increased by the CEO for certificate based training. Certificate based training is a valuable resource for customers that need additional assistance to re-enter the job market. An example of a certificate based training offered regionally is The Culinary Training Program where the expectation for successful completion of the Training Program is over a 16 week period and the students must complete 110 clock hours of online class work, 192 hours of kitchen-based laboratory and 120 clock hours of externship experience. Culinary training program certification that will either advance their careers or provide them with the certifications needed for immediate employment at a self-sufficient wage rate.

(b) If contracts for training services are used, how the use of such contracts are coordinated with the use of ITAs;

At Careersource NCFL, ITAs are the primary method used for procuring training training contracts for services services. However. may be used for On-The-Job-Training, which may include paying for the on-the-job training portion of a Registered Apprenticeship Program, Customized Training, Incumbent Worker Training or Transitional Jobs. On-The-Job-Training can be conducted in conjunction with Customized Training or Registered Apprenticeships with an ITA as justified by industry standards. At Careersource NCFL, OJT and Customized Training activities are conducted under a contract with the employer of record as needed. Individual vouchers are used on a per participant level that defines training, costs and provides accountability for the training provided.

Our contracts include the guideline to ensure that if we are working with an employer who has a bargaining unit/union that we obtain the unions concurrence to provide the training. This ensures that our funding does not fill a position that is vacant due to a labor dispute or will in any way affect union organizing.

While ITAs are the preferred method of training delivery, CSNCFL reserves the right to use a contract for training services instead of an ITA (or in combination with an ITA) in certain circumstances as allowed under the DOL Final Rule.

Additional contract exceptions to an ITA are:

- To use a training services program of demonstrated effectiveness offered in a local area by a community-based organization or other private organization to serve individuals with barriers to employment. The local CSNCFL board will develop criteria to be used in determining demonstrated effectiveness, particularly as it applies to individuals with barriers to employment. The criteria may include:
  - Financial stability of the organization
  - Demonstrated performance in the delivery of services to individuals with barriers to employment through such means as program completion rate; attainment of the skills, certificates, or degrees the program is designed to provide; placement after training in unsubsidized employment, and retention in employment; and
  - How the specific program relates to the workforce investment needs identified in the local plan

• If the CSNCFL board determines that the most appropriate training could be provided by an institution of higher education or other provider of training services in order to facilitate the training of a cohort of multiple individuals for jobs in demand sectors or occupations, provided that the contract does not limit consumer choice; and

• If the CSNCFL Board determines that pay-for-performance contract is suitable consistent with 683.500 (note that no more than 10 percent of the local funds may be spent on pay-for-performance contract strategies as they are defined in section 3(47) of WIOA, and be consistent with 20 CFR 683.510)

Using a pay-for-performance (PFP) contract strategy will remove unintended incentives for agencies to take advantage of providing services that are motivated solely by profit. CSNCFL will conduct a feasibility study to identify the problem that the PFP project will address, the targeted population, services that will be provided, and the performance outcomes that will be used as criteria. In addition, the study will estimate the acceptable costs associated with achieving the projected performance outcomes using government funding. CSNCFL will also provide a description of how CSNCFL will reallocate funds not paid to a provider because the achievement of the performance did not occur and for further activities related to such a procurement strategy.

Details and processes for these exceptions will be outlined in procedures.

(c) How the LWDB will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided (WIOA §108(b)(19) and 20 CFR 679.560(b)(18)).

Prior to the development of an ITA, all CSNCFL staff must ensure the customers have been provided the areas Targeted Occupations List, the local Eligible Training Provider List, that they have completed a comprehensive and/or specialized assessment and that the customers have been interviewed and evaluated in order to identify their employment barriers and appropriate employment goals. These requirements guarantee the customers' participation in identifying their occupational strengths, career interests, training program of choice and desired outcomes. This process also assists CSNCFL staff with determining the customers' suitability for the training. In addition, during the interviewing process with the customers, staff engage and require the customers' participation in making the decision about their training needs.

For customers without a High School Degree or GED, CSNCFL staff administer the TABE. The TABE scores are used to determine the customers' specific grade level in order to meet the requirements of the training provider. Customers must exhibit the skills, ability and competency to successfully complete a training program prior to the issuance of an ITA. Exceptions to the assessment requirements may be granted by the CSNCFL CEO or Senior Management.

(d) How the LWDB ensures training provided is linked to in-demand industry sectors or occupations in the local area, or in another area to which a participant is willing to relocate (WIOA §134(c)(3)(G)(iii)). Include strategic or other policies that align training initiatives and Individual Training Accounts (ITAs) to sector strategies and demand occupations (WIOA §134(d)(1)(A)(ix)(II)(aa)).

## Reference is made to the Careersource NCFL Targeted Occupation List and Training Provider Selection Policy #OPS-06.

20 CFR section 680.210(b) stipulates that approved training services are to be directly linked to occupations in demand in the area as established by the local area board and as published on the area targeted demand list.

The State of Florida issues Regional Demand Occupation Lists and Eligible Training Providers Lists (ETPL) and is used as the foundation for provider and program selection. These State-issued lists also act as guidance for projections to be used by educational partners in their development of occupational training programs.

Benchmark performance standards are required for all Targeted Occupation List (TOL) occupations based on reporting data received through the Florida Education and the Training Placement Information Program as well as local training and employment placement data for previous Welfare Transition Program and WIOA training completers. Local labor market and economic needs are considered in the approval of training programs offered to WIOA and WTP participants. Final approval of the TOL will be at the discretion of the CSNCFL Board and the Dual County Workforce Development Council.

All locally approved training programs must have been offered by the approved institution for a minimum period of 12 consecutive months and have data available for review through FETPIP and/or the Commision for Independent Education, or be able to provide a copy of the last report submitted to FETPIP or CIE regarding program performance.

All proposed programs must be fully accredited, allow for the issuance of credentials upon training completion (certificate, degree, and diploma) or skills and competencies recognized by employers.

All locally approved training programs must meet at least one of the criteria listed below based on data provided by or acquired through:

FETPIP

- an 80% completion rate with at least 70% of the completers found in employment, or
- an 80% completion rate of training completers (training-related placement not required) or
  - a 70% completion rate with one of the following:
    - Placement wages equal to or above the local LLSIL, or
    - 90% placement rate of training completers (training-related placement not required)

Local Management Information System (MIS)

- Previous 12 months of local WIOA/WT placement data that shows all of the following:
  - At least 80% successful program completion rate of trainees no longer in training activities
  - At least 90% of training completers with employment at closure OR
  - 80% of training completers with training related placement at closure
  - Average employment wage rate at closure represents 90% of the local LLSIL.

Local

• Quantifiable local data that exhibits an immediate or projected need for training in a specific occupation or occupational field (data approved by the CSNCFL Committees and Board).

Participants who are willing to relocate to another area are provided a localized in-demand occupation list for their chosen area of relocation. All training requests are reviewed on a case by case basis to assess demand in the area.

Reference is made to the Careersource NCFL Individual Training Account Budgeting and Fund Coordination Policy #OPS-03.

(e) How the LWDB incorporates/includes work-based training activities in the local area's service delivery model.

Work-based training is employer driven and presents an opportunity for Careersource NCFL to increase employer engagement, implement sector strategies and encourage industry partnerships. Careersource NCFL's design for service delivery has all of its services competitively procured and contracted with independent contractors. Work-based training activities include On-The-Job Training, Customized Training, Incumbent Worker Training and Registered Apprenticeships.

Work-based training is generally required to be on the in-demand occupation list or be an occupation that is part of our sector based strategy within the following industries: Advanced Manufacturing, Logistics & Transportation, Healthcare, Construction & Information Technologies, Agricultural Science & Technology, Human Life Sciences and Leisure & Hospitality. However, there are instances where a specific occupation may not be included in any of these industries. Under these circumstances, if the training is not listed in one of the industries but will provide the necessary skills needed to be employed in a different in-demand occupation, the training may be granted on a case by case basis with case notes entered in the MIS to describe the in-demand linkage and included as part of the customer's Individual Service Strategy. Any additions to the TOL must be approved by the Board. Work Experience, Community Work Experience and Transitional Jobs are considered Work-based Learning activities focused on soft skill development and do not require inclusion on the TOL.

All training is required to be developed with the participant and be a part of a full service strategy. This service strategy is developed jointly by the participant and the career center staff and is based on the results of the objective assessment and career planning. Reference is made to the Careersource NCFL Work Based Training Overview Policy #OPS-083.

(4) Youth Workforce Investment Activities: Describe and assess the type and availability of youth workforce investment activities (services) in the local area, including activities for youth who are individuals with disabilities. The description and assessment must:

(a) Identify successful models of such youth workforce investment activities (WIOA §108(b)(9) and 20 CFR 679.560(b)(8)).

## Overview

CareerSource NCFL targets at-risk out-of school youth with barriers to employment and academic achievement. Services to youth are integrated with services offered through the One Stop system in order to maximize the use of all resources. Co-enrollments are also achieved through community-based youth program partnerships who serve outof-school youth. In most instances we work to co-enroll youth participants so that we may offer layered services to ensure the participant's success. Youth ages 18 to 24 may be co-enrolled in other programs such as WIOA Adult, Dislocated Worker, or Special Programs if services provided under those programs are appropriate. CareerSource NCFL priority is to connect youth to local employers and provide mutually beneficial matches leading to job placements and work-based training. Inclusion and integration of youth and career services occurs as frequently as possible with a focus on avoiding redundancy in service delivery. Youth services include the following: outreach and recruitment; one stop orientation; eligibility determination; objective assessment; development of service strategies; career development; work-based learning; support services; program outcomes; follow-up services; case management and quality case noting.

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1. Policy recommendations to help with the design, development, and implementation of programs that benefit all youth

2. Recommend the design of a comprehensive community workforce development system to ensure a full range of services and opportunities for all youth, including disconnected youth

3. Recommend ways to leverage resources and coordinate services among schools, public programs, and community-based organizations serving youth;

4. Recommend ways to coordinate youth services and recommend eligible youth service providers;

5. Provide on-going leadership and support for continuous quality improvement for local youth programs;

6. Assist with planning, operational, and other issues relating to the provision of services to youth; and

7. If so delegated by the Local WDB after consultation with the chief elected official (CEO), oversee eligible youth providers, as well as other youth program oversight responsibilities.

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WIOA Youth Engagement Group 2022-2023	
Member Name	Organization
Aida Diaz, Transition Specialist	North Central Florida Public Charter School
Amielia Holt, Former Youth Participant	CareerSource NCFL
Angela Howard, President/CEO NCFL YMCA	NCFL YMCA
Cherie Kelly, Resource Center Manager	Partnership for Strong Families

Erika Howard, Former Participant's Mother	CareerSource NCFL
Joseph Borek, WIOA Youth Navigator	CareerSource NCFL
Julie Falt, SFC Adult Education Program Coordinator	Santa Fe College
Karen Black, Employment Specialist	Florida Department of Corrections
Lynda Bowie-Locklear, WIOA Youth Coordinator	CareerSource NCFL
Marilyn Roberts, Employment Specialist	Gainesville Housing Authority
Patrice Crooms, CEO/Founder PC Virtual Tutoring & Educational Solutions, LLC	PC Virtual Tutoring & Educational Solutions, LLC
Tekevia McNiel-Jenkins, Program Manager	Alachua County Sheriff's Office Jail
Evelitza Soto, S.N.A.P. Program Supervisor	CDS Family & Behavioral Health Services, Inc

## Eligibility

## **Outreach and Recruitment**

Outreach and recruitment of potential WIOA Youth may be accomplished through building ongoing collaborative relationships and maintaining those partnerships with human service organizations, Alachua & Bradford County local law enforcement, Alachua County Public School (ACPS) & Bradford County School District (BCSD) guidance counselors/GED/ESOL, faith based organizations, mentorships programs, resource centers, housing programs, homeless shelters, juvenile justice centers, low income neighborhoods, and educational institutions. WIOA Youth Program outreach and recruitment is a year-round process to actively locate and recruit WIOA Youth participants

## Marketing efforts which include:

· direct advertising

- · press/media releases
- · print materials such as brochures/flyers
- · participation in community events, festivals, and job fairs
- · social media platforms

## Internal outreach and recruitment efforts include:

• CareerSource NCFL Center's front line staff are trained in the basics of WIOA so they may identify, refer and provide information to customers regarding WIOA youth services

• Partners are educated and have a basic understanding of WIOA youth services and targeted populations. Partners are emailed periodic updates regarding available WIOA Youth services and special grant opportunities. CSNCFL staff strive to be readily available to partners and respond in a timely manner

• WIOA Youth Coordinator serving on committees/boards of partners

• WIOA Youth information will be presented at the Reemployment Services and Eligibility Assessment (RESEA) orientations (if applicable)

• TAA participants are directly referred to the WIOA Youth team (if applicable)

• WIOA Youth Program services information is displayed in the Career Center on TV monitors, brochure holder near resource room and receptionist area throughout the center displaying current WIOA Youth Events/Program Flyers

• WIOA Youth Program services information is posted on the CareerSource North Central Florida's website

# Potential eligible youth are identified through various community partners and sources:

- · ACPS & BCSD Adult Education
- · ACPS & BCSD McKinney-Vento

· ACPS & BCSD Teachers, Guidance Counselors, or other Administrative Staff Referrals

- · Alachua & Bradford County Library District
- · Alachua County Public Housing
- · Alachua County Sheriff Office (ACSO) Program Manager

• Alachua County Social Services Service & Health Department Other Community Service Organizations

· Alternative Schools (Alachua & Bradford County)

CDS Family & Behavioral Health Services (Interface Youth Shelter & Independent Living)

Center for Independent Living of North Central Florida High School High Tech Program Coordinator

- Division of Juvenile Justice (DJJ)
- · Gainesville Housing Authority Employment Specialist
- · Job Corps
- · North Florida Technical Center

• Partnership for Strong Families Resource Centers (Library Partnership, SWAG Family Resource Center, Cone Park Library Resource Center. Foster Care

- · Self-referral
- · SFC Adult Education Program
- · SFC Educational Opportunity Center Grant Director
- · Word of mouth
- · YouthBuild

## Who is Eligible

CareerSource NCFL Youth Department determines eligibility for all youth participants ensuring the individual meets either the out-of-school (OSY) or in-school youth (ISY) criteria. All youth participants must be a United States citizen or have a right to work in the United States. Males 18 and older must comply with the selective service registration requirement. Interested youth will begin with an orientation session to determine eligibility and submit their application to the program.

OSY & ISY Eligibility Criteria	
OSY	ISY
<ul> <li>g) Pregnant or Parenting</li> <li>h) Disabled individual requiring</li> <li>additional assistance</li> </ul>	
i) Low-income	

## **Determining School Status**

A WIOA youth participant's school status is based on status at the time of eligibility determination during the initial enrollment process. The school status remains the same throughout the youth participation in the WIOA Youth program. CareerSource NCFL determines a youth at enrollment out of school if the youth 16-24 years: graduated high school and registered for postsecondary education, but did have not started at the onset of registration, is enrolled in a non-credit bearing postsecondary classes, enrolled in home but is not required to attend per state school attendance requirement, or youth

is enrolled in a pre-apprenticeship or apprenticeship program. A youth is considered an out of school youth drop out if the youth has not received a high school diploma or equivalent. This rule does not apply to youth who previously dropped out of secondary school but subsequently returned or those who has dropped out of postsecondary education.

In school youth (ISY) are determined in school at enrollments if the youth 14-16 years: is in between school years (summer) and enrolled to continue in the fall, between high school graduation and credit bearing postsecondary education and has registered but not started, youth attending a high equivalence program (including drop-out re-engagement programs) funded by public K-12 school system classified by the school as enrolled in school, Homeschoolers per home education requirement set forth by Florida DEO, a youth attending Florida Virtual School (FLVS), or youth in a Florida DJJ youth facility and does not have a high school diploma or equivalence.

## **Determining Low Income Status**

All ISY and some OSY must be low-income to qualify for the WIOA youth services unless the youth qualifies under the low-income exceptions. CareerSource classifies an applicant as low income if the individual or family member currently receives or has received assistance through the Supplemental Nutrition Program or Supplemental Security, or any public assistance within the last six months. Low- income youth are also those with a total income not exceeding the higher of poverty line, 70 percent of the lower living standard income level, receive free or reduced lunch, homeless, a disabled person whose income meets the low-income level, and a foster child receiving payment from the local government. The high poverty area designation is determined by using The Department of Economic Opportunity (DEO) Poverty Rate Map Tool. The rate used to determine if the youth lives in a high poverty area should be at least 25%. Other ways youth will be classified as lower income such as sources of income will be used as outlined in state law.

(b) Include the local area's design framework for the local youth program and how the 14 program elements required in 20 CFR 681.460 are made available within that framework (WIOA § 129(c)(1)).

CareerSource NCFL will implement the WIOA Youth 14 program elements required under state law through contracted services with Success Training Institute 14 Element <a href="https://14elements.net/">https://14elements.net/</a> platform. All 14 program elements are available to eligible youth including participants with disabilities, through the mentioned platform. Eligible youth will also be able to access several WIOA Youth required 14 element coursework through UF Office of Professional & Workforce Development Pathways to Success modules at <a href="https://pwd.aa.ufl.edu/">https://pwd.aa.ufl.edu/</a>. CareerSource NCFL has the discretion to determine which elements to provide based on the individual's assessment and individual service strategy. WIOA Youth 14 elements charted below are categorized into a progression phase the three A's (Awareness, Access, Achieve). The categories reflect stages as the youth move through the program from beginning to end. All elements are designed to prepare youth to successfully obtain post-secondary education, employment (self-employment if applicable), apprenticeships, or join the U.S. Armed Forces.

Awareness	Access	Achieve
Knowledge to remove barriers and provide options/resources offering internal/external support	Enrolled youth gain access to more personalized service opportunities	Commitment to complete goals by transiting into higher level activities
<ul> <li>Adult Mentoring</li> <li>Alternative secondary school services &amp; Dropout Recovery Services</li> <li>Financial Literacy</li> <li>Leadership &amp; Development Opportunities</li> <li>Supportive Services</li> <li>Tutoring</li> </ul>	<ul> <li>Education offered concurrently and workforce preparation activities</li> <li>Entrepreneurial skills training</li> <li>Labor market and employment information</li> <li>Paid &amp; Unpaid work experience</li> </ul>	<ul> <li>Comprehensive Guidance &amp; Counseling</li> <li>Follow-up Services</li> <li>Occupational Skills Training</li> <li>Postsecondary Preparation &amp; Transition Activities</li> </ul>

CareerSource NCFL provides the 14 program elements as follows below: All 14 Elements will be implemented through contracted services with Success Training Institute 14 Element <u>https://14elements.net/</u> platform. WIOA Youth 14 Element PDF course alignment overview document is available upon request which shows courses, assignments, and assessment information

• Tutoring – CareerSource NCFL provides tutoring as needed to youth who are basic skills deficient through vendors in each county: Study Edge provides tutoring in Bradford County Khan Academy online services, and Gale Presents: Peterson's Test Prep; Sylvan Learning provides tutoring in Alachua County, Khan Academy online services, and Alachua County Library District online Tutor.com, and Santa Fe College Educational Opportunity Center (EOC).

• Alternative Secondary School Services – CareerSource NCFL works with the local education agencies in each county to provide information regarding alternative school resources. Examples: North Central Florida Public Charter School, AMI4Kids, PACE Center for Girls, Youth Build, Job Corps, etc.

• Paid and Unpaid Work Experiences – CareerSource NCFL provides eligible youth with opportunities to participate in internships with local employers who agree to be host sites. Work experience can be either summer-based or year-round. At least

20% of CareerSource NCFL's funding is spent on paid work experience opportunities.

Occupational Skill Training – youth who are assessed and found to need occupational skill training to obtain employment are enrolled in in-demand occupations.

• Education offered concurrently with and in the same context as Workforce Preparation Activities – youth in need of remedial academic preparation can participate in programs that either offer both basic skills remediation and occupational skills training.

Leadership Development activities – CareerSource NCFL contracted with UF Office of Professional & Workforce Development to offer Pathways to Success <a href="https://pwd.aa.ufl.edu/">https://pwd.aa.ufl.edu/</a> leadership training curriculum to each youth enrolled in the WIOA youth program. Youth can be referred to LYFEhouse origination <a href="http://lyfehouse.com/">http://lyfehouse.com/</a>. They are dedicated to building youth through 4 core values: Passion, Action, Community, and Knowledge. LYFEhouse youth programs includes Strive Career & Leadership Center ages 16-24, Youth Leadership Awards, YouthMax, Building Positive Relationships, Job search Strategies, and Design your Future trainings.

• Supportive services – youth in need of support to participate in WIOA youth activities will be assessed and provided with support in accordance with support service policy. Youth participants are not entitled to support service funds as they depend on the availability of funding. The basic WIOA Youth Support Service Community Resource Guide below will be discussed and shared (through email or print) with all youth participants at enrollment. The Resource Guide will be updated as needed to remove and or add new community-based resources.

	WIOA Youth Support Service Community Resource Guide
Linkage to Community Services	<ol> <li>Alachua County Social Service Services (alachuacounty.us) 352-264-6750 Case management services, emergency financial Assistance Program (EFAP), general services, health and wellness, and waiver assessment services. Mortgage, Deposit Assistance, Prescriptions (\$5 co-pay), Prescription Discount Cards, Primary Care, Bus passes, Cremations, Glasses, and other urgent special needs</li> <li>Central Florida Community Action Agency 352-373-7667 Services - Central Florida Community Action Agency, Inc. (cfcaa.org) Raising and improving self-sufficiency expectations Program, low-income home energy assistance program, aging in place home rehabilitation Program, and affordable housing (coming soon)</li> <li>Gainesville Community Ministry (GCM) 352-372-8162 gemhelp.org/contact_us0.aspx GCM services food pantry, USDA food, clothing, work path program, rental deposit assistance, GRU utility assistance, Identification replacements, dental/vision clinic, therapeutic listening and care counseling, medical clinic, strategies to empower people for success, GED, job search, prayer time, special needs, credit counseling, and homeless recovery program.</li> <li>Catholic Charities of Gainesville 352-373-7667 www.catholiccharitiesgainesville.org Electricity: Call for appointments (no walk-ins accepted) Financial Fitness: (352) 372-0294 ext. 1004 Pregnancy Counseling: ext. 1005 ESOL (English as a second language) ext. 1014. Food</li> <li>Partnership for Strong Families Resource Centers - Partnership For Strong Families (pfsf.org) SWAG Resource center 352-505-6823, Library Partnership 352-334-0160, Cone Park Resource Center Food, clothing closets, youth programs, case management services, Branch of Alachua County Library Onsite</li> </ol>
Assistance with Transportation	<ol> <li>Gainesville Regional Transit System (RTS) 352-334-2600 <u>https://go-rts.com/</u> Beginning Friday, Oct. 1, individuals 18 years of age and under, as well as those 65 and over, are eligible to ride the City of Gainesville's Regional Transit System (RTS) for free.</li> <li>MV Transportation 352-375-2784 <u>https://mvtransit.com/</u> Paratransit, fixed route, multimode, shuttle, school transport, Professional Svcs</li> <li>CareerSource NCFL 352-955-2245 Bus passes &amp; Gas Cards when funding available</li> </ol>
Assistance with Child care and dependent care	<ol> <li>Early Learning Coalition of Alachua County (ELC) 352-375-4110 Early Learning Coalition of Alachua County (elcalachua.org)</li> <li>Episcopal Children's Services (ECS) 352-240-6533 Home - Episcopal Children's Services (ecs4kids.org) serving Alachua &amp; Bradford County</li> <li>Alachua County Public Schools (ACPS) Pre-K ESE 3-5 yrs old, ACPS VPK Program 4 years old only by Sept 1<sup>st</sup>, and HIPPY Programs home instruction</li> <li>Bradford County School District (BCSD) VPK Program 4 yrs old only by Sept 1<sup>st</sup> at Rainbow Family Education Center</li> </ol>

Assistance with Housing	<ol> <li>Gainesville Housing Authority (GHA) 352-872-5500 Gainesville Housing <u>Authority</u></li> <li>Alachua County Housing Authority 352-372-2549 <u>https://www.acha-fl.com</u></li> <li>Our Florida <u>https://www.ourflorida.com/</u> 1-833-493-0594 <u>Helping Florida Recover</u> and Rebuild from the COVID-19 Public Health Emergency   Our Florida Refer to Linkage to community services for other community resources</li> </ol>
Needs Related Payments	Salvation Army (352) 376-1743 Pre-screening Form on website No walk-ins or phone calls accepted Alachua County Only (FL Power & Light, GRU and Clay Electric) www.salvationarmygainesvillefl .org. For clothing vouchers, bus passes and inquiries about other needs call: (352) 376-1743, ext. 7111 Refer to Linkage to community services for other community resources
Assistance with Educational Testing	<ol> <li>SFC Educational Opportunity Center 352-381-7228 https://www.sfcollege.edu/studentaffairs/trio/eoc/ Services offered: applying for state, local, or private scholarships, tuition assistance for some degree tracks, support funds for GED tutoring and test fees, financial wellness resources, and assistance filling out the FAFSA (free Application for Federal Student Aid)</li> <li>Alachua County Public Schools (ACPS) 352-955-7035 https://www.sbac.edu/domain/37 GED Testing/Adult Education information</li> <li>North Florida Technical College 904-966-6764 or 904-966-6769 Adult Basic Education (ABE) and Adult Secondary Education (ASE) https://www.bradfordschools.org/site/Default.aspx?PageID=481</li> </ol>
Reasonable accommodations for youth with disabilities	Center for Independent Living of North Central Florida (CIL) 352-378-7474 http://www.cilncf.org/services/ Advocacy, information/referral, independent living skills, peer support, transition, durable medical equipment closet, employment services/solutions, high school high tech, sign language interpreting services, and ADA paratransit screenings
Legal Aid Services	Three Rivers Legal Services Home - Three Rivers Legal Services Free Civil Legal Help (trls.org) domestic violence/family law, housing/landlord-tenant, consumer law and bankruptcy, education, elder law/life planning, homeownership/probate, foreclosure defense, hurricane/natural disaster assistance, public benefits, helping veterans, and expungement/record sealing

Referrals to Health Care	<ol> <li>Department of Children &amp; Families ACCESS Customer Call Center: (850) 300-4323 Abuse Hotline: (800) 962-2873 Apply for benefits online or locate local ACCESS site: www.mvflorida.com/accessflorida</li> <li>Alachua County Health Department 352-334-7900 https://alachua.floridahealth.gov/ Adult/Child health, dental health, family planning, school health services Other Programs: WIC NUTRITION PROGRAM (352) 225-4343Services include nutrition education, nutrition counseling, nutritious foods and breastfeeding support for eligible pregnant, breastfeeding and post-partum women, infants, and children under the age of five. WE CARE PROGRAM (352) 334-7926 The We Care network of volunteer professionals provides medical and dental services to qualified uninsured Alachua County residents. The Florida Breast &amp;Cervical Cancer Early Detection Program provides mammograms and pap smears to qualified women. BIRTH/DEATH CERTIFICATES (352) 334-7970 Birth certificates for persons born in Florida are available at any of our clinic locations. Death certificates for deaths occurred in Florida from 2009 to current are available at the East Gainesville and the Alachua location only. All certificates issued are certified copies. COMMUNITY HEALTH PROGRAMS (352) 334-8889 OBESITY PREVENTION-SNAP-EDSNAP-Ed is short for Supplemental Nutrition Assistance Program Education. This program offers nutrition education to teach families how to make healthy food choices on a limited budget and to be physically active for good health. Tobacco Free Florida https://tobaccofreeflorida.com/</li> <li>Meridian Behavioral Healthcare 352-374-5600 – Levels of Care, Crisis Services, Rehabilitation Services, Telehealth, Housing, Outreach/Prevention Services, Business Services, and Supportive Services for Veteran Families (Veterans only) 352-244-9827 ssvf@mbhci.org</li> <li>National Alliance on Mental Illness (NAMI) 352-949-6925 www.namigainesville.org NAMI Connection, family support group, family-to-family, peer-to-peer. Educate, listen and l</li></ol>
Homeless Shelters	<ol> <li>St. Francis House, Inc. 352-378-9079 www.stmco.org Clothing and other essentials Mon - Fri 9:00 AM – Noon</li> <li>Grace (352) 792-0800 www.gracemarketplace.org Homeless Services call: (352) 792-0800 ext. 124</li> <li>Family Promise of Gainesville 352-378-2030 www.familypromisegvl.org Homeless prevention services: Families with children whose lease state utilities need to be on to stay housed</li> </ol>
Assistance with uniforms or other appropriate work attire and work-related tools including items as eyeglasses and protective eye gear	<b>CareerSource NCFL</b> <u>https://careersourcencfl.com/</u> Gainesville 352-955-2245 or Starke 904-964-8092 (when funds are available and participant meet criteria)

Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes	<b>CareerSource NCFL</b> <u>https://careersourcencfl.com/</u> Gainesville 352-955-2245 or Starke 904-964-8092 (when funds are available and participant meet criteria)
Payments and fees for employment and training related applications tests and certifications	<b>CareerSource NCFL</b> <u>https://careersourcencfl.com/</u> Gainesville 352-955-2245 or Starke 904-964-8092 (when funds are available and participant meet criteria)

Adult mentoring – Mentoring is currently being offer through CareerSource NCFL youth staff and built into work experience. CareerSource NCFL Youth Engagement Group Members have volunteered to be a mentor if needed to youth participants. CareerSource NCFL has identified a specific Licensed Marriage and Family Therapist (LMFT) Lakesha Bowie to refer youth as needed at no cost. CareerSource NCFL is working to secure other community-based youth mentoring program.

• Follow-up Services – all youth who are exited from a WIOA youth program receive 12 months of follow-up to ensure that they remain on track with the positive outcome. CareerSource youth staff will contact youth to inquire of any barriers they may be experiencing and to inform youth of activities such as: internal /external hiring fairs/recruitment events, career counseling, job clubs, workshops, mentoring, and tutoring solutions/strategies as needed.

• Comprehensive guidance and counseling – WIOA youth provider career navigators provide career counseling and guidance to all enrolled WIOA youth as part of the case management process. Youth who may require substance and alcohol abuse counseling and mental health counseling will be referred to partner programs.

Financial literacy education – CareerSource NCFL contracted with UF Office of Professional & Workforce Development to offer Pathways to Success <a href="https://pwd.aa.ufl.edu/">https://pwd.aa.ufl.edu/</a> financial literacy training curriculum to all youth enrolled in the WIOA youth program. Local banks and other finance professional will be invited to present financial workshops periodically.

Entrepreneurial skills training – CareerSource NCFL contracted with UF Office

of Professional & Workforce Development to offer Pathways to Success <u>https://pwd.aa.ufl.edu/</u> entrepreneurial skills training curriculum to each youth enrolled in the WIOA youth program.

Labor Market Information – all enrolled WIOA youth are provided with information on the local labor market occupations in demand during the initial intake. Eligible youth will also be able to access labor market information through UF Office of Professional & Workforce Development Pathways to Success modules at <a href="https://pwd.aa.ufl.edu/">https://pwd.aa.ufl.edu/</a>.

Transition Activities to Post-Secondary Education and Training – as part of the career planning sessions, youth career navigators provide information to youth on transitioning from the program to post-secondary education or another positive outcome.

(c) Describe the LWDB's policy regarding how the local area will determine when an individual meets the definition of basic skills deficient contained in <u>CareerSource Florida</u> <u>Administrative Policy 095 – WIOA Youth Program Eligibility</u>.

CareerSource NCFL defines youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society as an eligible youth who is unable to read or write at an 8th grade level as determined by Test of Adult Basic Education (TABE) testing. Reasonable accommodations are made to ensure that youth with disabilities can participate in the assessment process.

(d) Define the term "a youth who is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society" and describe how the LWDB defines whether a youth is unable to demonstrate these skills sufficiently to function on the job, in their family, or in society and what assessment instruments are used to make this determination (20 CFR 681.290).

CareerSource NCFL defines a youth who is unable to compute or solve problems, or read, write or speak English at a level necessary to function on the job, in the individual's family, or society as follows:

• Reading, math, or language comprehension at or below the 8<sup>th</sup> grade level as indicated by youth participant's Test for Adult Basic Education (TABE) assessment tool results. Basic Skills Deficient (BSD).

• Documented Disability- Submission of SSI disability award letter, Individual Education Plans (IEP), letters from a physician, licensed therapist, social workers, and other individuals who can verify a diagnosed disability which serves as a barrier to be able to function on the job or in society.

• Youth is unable to communicate in English in everyday conversation or do not have the ability to interact. Severe language barriers and not able to interact socially or professionally.

(e) Define the term "requires additional assistance to complete an educational program or to obtain or retain employment" and describe the circumstance(s) or other criteria the LWDB will use to qualify a youth under this eligibility barrier (20 CFR 681.300).

The local definition for "requires additional assistance" for youth as defined by the Board's WIOA Youth Eligibility Policy is a low-income individual with one or more of the following:

- 1. Personal or family substance/alcohol abuse,
- 2. Gang involved/affiliated/affected,
- 3. Victim of child/sexual abuse or domestic violence
- 4. Victims of trafficking
- 5. Individual who has a parent that is incarcerated
- 6. Military family absent parent due to deployment
- 7. Migrant Seasonal Farm Workers (ESOL)
- 8. Individuals with language Barriers
- 9. An individual who is lacking a significant or positive work history:

 $\cdot$   $\,$  Has a poor work history (been fired from 1 or more jobs within the last six months, OR

 $\cdot$  Has a history of sporadic employment: has held 3 or more jobs within the last 12 months, and is no longer employed, OR

Has actively been seeking employment for at least 2 months, but remains unemployed or underemployed. This includes a youth with no employment history, with limited work experience, and/or actively seeking full-time employment, but have only achieved part time employment

- (5) Self-Sufficiency Definition: Under WIOA § 134(c)(3)(A) training services may be made available to employed and unemployed adults and dislocated workers who need training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment. Describe the definition of "self-sufficiency" used by your local area for:
  - (a) Adults (distinguish if there are different definitions for unemployed individuals or employed workers); and
  - (b) Dislocated Workers (WIOA § 134(c)(3)(A(xii)).

If self-sufficiency is defined differently for other programs or populations served in the local area, describe the definition of "self-sufficiency" used for those programs as well. NOTE: if the local area utilizes a self-sufficiency definition that exceeds 250% of the Lower Living Standard Income Level (LLSIL) or LLSIL wage rate, the description must include the rationale/methodology used by the local area to determine the local area's self-sufficiency standard.

The local definition of economic self-sufficiency for employed workers is defined as 250% of the federal poverty level adjusted for family size at the time of first service. For an employed individual who is served with WIOA Dislocated Worker funds, self-sufficiency is defined as income of not less than 80% of the earnings prior to job separation.

The self-sufficiency level for Welfare Transition Program participants is defined as 200% of the federal poverty level.

(6) Supportive Services and Needs-Related Payments: Describe the types of supportive services offered in the local area to include any applicable limits and levels. The supportive services offered by the LWDB in the local area must align with the supportive services outlined in <u>CareerSource Florida Administrative Policy 109 – Supportive Services and Needs-Related Payments</u>.

## Reference is made to Careersource NCFL Supportive Services Policy #OPS 04

Supportive services may only be provided to adults, dislocated workers or youth who are participating in career or training services authorized under WIOA secs. 129(c)(2) or 134(c)(2)-(3) and who are unable to obtain supportive services through other programs providing such services. Supportive services are services that are necessary to enable an individual to successfully participate in activities authorized under WIOA. In addition, Welfare Transition Customers who are actively participating in assigned program activities are eligible to receive support services. Services may include, but are not limited to:

- 1) Linkages to community services;
- 2) Assistance with transportation;
- 3) Assistance with childcare and dependent care;
- 4) Assistance with housing;
- 5) Needs-related payments, does not apply to WTP
- 6) Assistance with educational testing;
- 7) Reasonable accommodations for individuals with disabilities;
- 8) Legal aid services; Does not apply to WTP
- 9) Referrals to health care; Does not apply to WTP

10) Assistance with uniforms or other appropriate work attire and work-related tools,

including such items as eyeglasses and protective eye gear;

11) Assistance with books, fees, school supplies and other necessary items for

students enrolled in postsecondary education classes; and

12) Payments and fees for employment and training-related applications, tests, and

certifications.

Supportive service in the form of travel assistance is routinely reserved for customers that are participating in a career or training service and that are not eligible for additional financial aid through PELL. Travel assistance is also reserved for Welfare Transition participants who are engaged in job search or work activities.

In addition, Welfare Upfront Diversion recipients and Welfare Transitional participants are eligible for transitional transportation support services.

Travel assistance will only be reimbursed when documentation showing attendance at training or other assigned activities is provided to the customer's Career Navigator. This documentation must be in the form of a Career Source North Central Florida issued attendance sheet or documentation provided by the educational institution, online training provider or other training provider such as timesheets or paystubs supplied by an employer while a customer is engaged in work-based training.

Customers that are deemed eligible to receive travel assistance will be issued supportive service assistance in one of two ways:

• Customers may receive a flat amount of \$25.00 weekly for weeks where eligible activities are documented.

• Customers that travel a total of 50 miles or more a day to attend activities may receive .15 cent per mile. Note: this is limited to approved training providers in the local area of Alachua and Bradford Counties.

Travel assistance to any customer shall not exceed \$100.00 or the permissible calculation based on actual mileage driven in a four week period. However, flexibility is key in assisting program participants achieve their goals. Exceptions to this policy may be permitted at any time based on current economic conditions. Exceptions require approval from the Director of Operations or the CEO. A case note or documentation will be required and included in the customer's e-file detailing the reason for the exception.

Support services are limited per participant per year by an annual cap. The cap will be determined by an annual review of the budget and announced by the CEO to be entered into the current voucher system for CSNCFL staff to manage participant budgets.

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

CareerSource NCFL has and will continue to work diligently to provide workforce services to target populations to enhance the ability of individuals to become employed. One of our strategic plan goals is to excel among workforce systems in accessibility and customer service. With a strategy of increasing access to skill development and employment opportunities among targeted populations. CareerSource NCFL ensures that priority for receipt of career services is given to individuals with disabilities, veterans, older workers, recipients of public assistance (including food stamps, subsidized housing, Medicaid, etc.) ex-offenders, those who are basic skills deficient, homeless, unemployed, employed, and other economically disadvantaged individuals.

Through special grant programs and partnerships, CareerSource NCFL strives to provide viable opportunities for individuals of targeted populations to enter the workforce. CareerSource NCFL has an MOU in place with Vocational Rehabilitation (VR) and is looking into expanding more integrated services with VR, for example - to increase transition services and opportunities to youth with disabilities. Additionally, CareerSource NCFL has a reasonable accommodations policy to address the requirements of Section 188. The objective is to ensure that universal access is a reality for all persons interested in participating in programs, projects, and activities through CareerSource NCFL, including persons with disabilities. The policy states that "with regard to aid, benefits, services, and training, CareerSource NCFL will provide reasonable accommodations to qualified individuals with disabilities" unless providing the accommodation would cause undue hardship.

CareerSource NCFL will also make reasonable modifications in policies, practices and procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless making the modifications would alter the nature of the service, program, or activity. In those situations, CareerSource NCFL will work with our Equal Opportunity Officer for an alternative accommodation. This includes the adoption of effective communication strategies for applicants, participants, and the general public with a wide range of physical, perceptual, communication and cognitive abilities.

(8) Linkage with Unemployment Insurance (referred to as Reemployment Assistance in Florida) programs: Describe strategies and services used in the local area to strengthen linkages between the one-stop delivery system and the Reemployment Assistance program (WIOA § 134(d)(1)(A)(vi)(III) and 20 CFR 679.560(b)(3)(iv)).

CareerSource NCFL has two full service career centers with resource rooms providing access to the CONNECT program and dedicated staff who are on-hand to assist individuals with making reemployment assistance applications. Career center staff are cross- trained on all programs to serve each participant based on their needs in a customer centric manner, making the various programs, regulations and funding as "invisible to the user" as possible. Initial claim questions and further assistance may be provided through assistance from CSNCFL staff which include contacting RA using the PEGA system and a direct telephone line to a CONNECT representative. Reemployment assistance claimants may meet their work test requirement any given week by meeting with career center staff and engaging in reemployment services.

CareerSource NCFL is engaged in the Re-employment Services and Eligibility Assessment (RESEA) program to strengthen the services provided to persons receiving reemployment assistance. Individuals participating in the RESEA program receive dedicated hands-on assistance including orientations to the one- stop system, an initial assessment, labor market information and the development of an Employability Development Plan. Individuals are also provided with job referrals and a work search activity specific to their need that will enhance their ability to obtain work. Staff keep a working document of RESEA claimants that have attended their RESEA appointments and completed all activities successfully. Once a month staff will reach out to the successful claimants with a short- term goal date for that month via email specific to their needs. Staff inquire if they have returned to work. If they have, staff asks for employment information. If not, staff reminds them of the services that are offered by Career Source NCFL if they need additional assistance.

(9) Highest Quality of Services to Veterans and Covered Persons: Describe the LWDB's strategies and policies for providing veterans and covered persons with the highest quality of service at every phase of services offered. Policies must be implemented to ensure eligible veterans and covered persons are aware of their entitlement to priority of service, the full array of programs and services available to them, and applicable eligibility requirements for those programs and/or services.

CareerSource NCFL has a WIOA Priority of Service policy that contains the criteria for implementing priority of career and training services to comply with WIOA requirements. In instances where a covered person does not self-identify at registration, but is later determined to be eligible, staff must ensure the covered person is provided information regarding their priority of service rights and document this staff-assisted service through Employ Florida service code 189 (Notification of Veteran Priority of Service) and include the appropriate documentation/case note that aligns with the requirements prescribed in the Employ Florida Service Code Guide.

Career center staff working with WIOA Adult eligible individuals must give priority for receipt of services. Priority for career and training services will be granted to participants in the following order:

• First priority shall be given to eligible recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient who also meet the definition of veteran or eligible spouse.

• Second priority of service shall be given to non-veteran eligible adults who are recipients of public assistance, other low- income individuals, or individuals who are basic skills deficient.

• Third priority shall be given to adult program eligible veterans or eligible spouses who are not low income, not public assistance recipients or who are not basic skills deficient.

• Fourth priority is for adult program eligible non-veterans who are not low income, not public assistance recipients or who are not basic skills deficient. WIOA federal priority guidelines apply to adult funds only, therefore funds allocated for dislocated workers are not subject to this requirement. However, dislocated workers who are also veterans shall receive priority for career or training services over dislocated workers who are not veterans.

CareerSource NCFL enables transitioning service members, veterans, and eligible spouses to self-identify at the point of entry of the career center so that they may take full advantage of priority of service and be apprised of the full range of services available to them. Veterans are identified through several means, including, but not limited to:

• Ensuring staff (receptionists, welcome team) ask individuals at the point of entry if he/she, or his/her spouse, is currently serving, or has ever served, in the United States (U.S.) military;

• Prominent priority of service signage that encourages veterans and eligible spouses to self-identify;

• Electronic kiosk intake systems which allow the individual to self-identify as a transitioning service member, veteran, or eligible spouse; or

• Staff review of the individual's military service section of the State's Management Information System (MIS), Employ Florida.

#### Intake Screening for Enhanced Services

Wagner-Peyser and Workforce Innovation and Opportunity Act (WIOA) programs provide employment services to most veterans, which permits JVSG-funded DVOP specialists to focus their efforts on eligible veterans with Significant Barriers to Employment (SBEs) and/or special populations as designated by DOL.

#### To facilitate the intake screening:

CareerSource NCFL uses the Veteran Intake Form to determine the individual's service level needs and eligibility for enhanced services from a DVOP specialist. Individuals determined eligible for DVOP specialist services are immediately referred to a DVOP specialist. Individuals who are not found to be eligible are provided services by the first available qualified and appropriate career center staff member. In instances where a DVOP specialists is not available, individuals who would normally be served by DVOP specialists are served by the next available qualified and appropriate career center staff member. Services to veterans with Significant Barriers to Employment (SBEs) and special population veterans are not delayed or postponed due to the unavailability of a DVOP.

In accordance with Title 38, U.S.C., CareerSource NCFL applies a more narrowly defined definition of veteran (i.e. eligible veteran) or veteran/military spouse (i.e. eligible spouse) when determining eligibility for services from a DVOP specialist.

#### a) Eligible veteran means a veteran who meets any of the following:

i. Served on active duty for a period of more than 180 days and was discharged or released with a character of service other than dishonorable;

ii. Was discharged or released from active duty because of a service-connected disability;

iii. Was discharged or released from active duty by reason of a sole survivorship discharge; or

iv. As a member of a reserve component under an order to active duty, served on active duty during a period of war or in a campaign or expedition for which a campaign

badge is authorized and was discharged or released from such duty with a character of service other than dishonorable.

## b) Eligible spouse means the spouse of any of the following:

i. A veteran who died of a service-connected disability;

ii. A member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days:

- a. Missing in action;
- b. Captured in the line of duty by a hostile force;
- c. Forcibly detained or interned in the line of duty by a foreign government or power;

iii. A spouse of any veteran who has a total disability resulting from a service-connected disability, as evaluated by the Department of Veterans Affairs; or iv. A spouse of any veteran who died while a total, service-connected disability was in existence.

## Significant Barriers to Employment and Special Populations

In addition to meeting the definition of eligible veteran or spouse, CareerSource NCFL ensures individuals referred to and/or who receive services from a DVOP specialist qualify under one of the following categories:

- Veterans aged 18-24;
- Vietnam-era Veterans;
- Transitioning Service Members
- (Ages 18-24, RIF, DD eForm 2648);
- Receiving care in a Military Treatment Facility (MTF) or Wounded Warrior Transition unit (WTU);
- Special disabled or disabled veterans entitled to compensation;

• Discharged or released from active duty because of a service-connected disability (this includes a pending VA disability claim);

• Homeless veterans, or who are at risk of being homeless, or who are fleeing or attempting to flee domestic violence, sexual assault, stalking, etc.;

- Recently separated service member (36 months) who have been unemployed 27 or more weeks in the previous 12 months;
- Incarcerated veterans, or those who have been released from incarceration;
- Veterans lacking a high school diploma or its equivalent; and
- Low-income veterans as defined by WIOA.

## (10) Entities Carrying Out Core Programs: Describe how the LWDB works with entities carrying out core programs to:

(a) Expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment;

CSNCFL regularly convenes, engages and positions all economic and workforce development partners, including community-based organizations, to be ambassadors of the system by implementing consistent messaging and an advocacy agenda. The

regular partner convening meetings share information on how each agency/organization can work together to coordinate services and reduce duplication of services while providing better, streamlined services to customers with barriers to employment and the priority of service customers. Staff are trained to identify employment barriers and to work with individuals based on their needs to include that staff-assisted technology services are available. Staff are also trained in regards to enhancing the provision of services to include referrals to vocational rehabilitation services.

Additionally, individuals with employment barriers are co-enrolled, when appropriate, in order to maximize the level of services provided.

(b) Facilitate the development of career pathways and co-enrollment, as appropriate, in core programs; and

In order to effectively promote and develop career pathways, CSNCFL staff work together to ensure a customer-centered approach is used when developing co-enrollment as a key strategy to service delivery and that co-enrollment best benefits the participant. CSNCFL, in partnership with elmpact, worked together to develop myCareerPathway<sup>™</sup> Dashboard. The first-of-its-kind software product will help job seekers leverage the power of data visualization highlighting in-demand skills and job market trends tailored to their career area and location.

Staff are trained to identify an individual's need for strategic co-enrollment and encouraged to enroll customers in more than one core WIOA program when appropriate. Careersource has a seamless referral system for co-enrollment by using common assessments that are shared among staff and partner agencies. Careersource and partner agencies make a concerted effort to treat the customer as part of one system. The ability to share data is key to assisting staff with the determination for co-enrollment.

(c) Improve access to activities leading to a recognized postsecondary credential (including a portable and stackable credential that is an industry-recognized certificate or certification) (WIOA § 108(b)(3) and 20 CFR 679.560(b)(2)(iii) to include credentials contained on Florida's Master Credentials List.

Individuals seeking services from the one-stop system have access to career pathway development, co-enrollment amongst various programs, and access to training activities that lead to recognized credentials including portable and stackable credentials that are industry-recognized certifications. CSNCFL encourages and supports partner agencies to increase opportunities for adult learners to transition to Apprenticeships postsecondary credentials. eg, Registered and other industry-recognized credentials that are portable. CSNCFL recognizes that not every apprentice will complete their apprenticeship program and therefore tracks their progress through the use of recording interim credentials for Nationally Recognized Registered Apprenticeships. The ultimate goal however is for the apprentice to successfully complete the Nationally recognized Registered Apprenticeship Program and associated journeyworker status and document the success by recording a

portable credential.

Careersource, in partnership with the local area College, other Community Partners and local Employers, continue to work collaboratively to provide individuals with career pathways focused on sets of competencies within the pathway rather than placing focus on the entire career field. The University of Florida launched a Community Health Worker Training Program as identified on the Florida Master Credentials List as a Certified Healthcare Documentation Specialists (CHDS). Stackable certificates are used as part of a sequence of certificates to include completion of occupational training, completion of Mentorship and On-The-Job Training, and ultimately completion of the State of Florida Certification for the credential.

## (11) Employer Engagement: Describe strategies and services used in the local area to:

(a) Facilitate engagement of employers in workforce development, including small employers and employers in in-demand industry sectors and occupations; and (b) Support a local workforce development system that meets the needs of businesses in the local area.

Such strategies and services may include the implementation of initiatives such as incumbent worker training programs, on-the-job training programs, customized training programs, industry and sector strategies, career pathways initiatives, utilization of effective business intermediaries, and other business services and strategies designed to meet the needs of regional employers. These initiatives must support the strategies described above.

CareerSource NCFL works closely with the Gainesville and North Florida Chambers and their partners and members to define the local industry sectors of demand. The Greater Gainesville Chamber has identified five key focus industries that not only represent pre-existing regional assets but also contain within them the opportunities for upward economic mobility for residents in the region. Labor market data is utilized in conjunction with the partners to define those industries that are most likely to provide the most work in the future, including those industries and occupations that may be high-skill and high-wage.

CareerSource NCFL works closely with its stakeholders in a regional partnership that has defined the regional sectors based on a shared vision. Recently the Greater Gainesville Chamber of Commerce completed a strategic plan Collaborate 2025 and identified 2020-2025 Targeted Industry Clusters with focused sectors. CareerSource North Central Florida also completed a strategic plan and process that included labor market analysis, business and industry focus groups and surveys to identify priority sectors.

Career Source NCFL defines business as the primary customer and is focused on delivering employer and jobseeker services with the current and future needs of the

region in mind. We use a combination of staff resources, technology, collaborative relationships and proven best practices to provide demand-driven services that are flexible and adaptable to the changing economic climate of the region. The Chambers provide advocacy, support, and promotional services to a variety of businesses throughout the area. Chamber representatives meet with business to understand the varied employment needs and then coordinate with CareerSource NCFL to assure needs are being met or report any barriers to the Board. CareerSource NCFL Employer Services staff utilize social media, print, electronic, radio and other communication strategies to promote workforce activities. Chamber representatives reach out to members and business customers to solicit participation in job fairs, recruitment events, or other workforce-related events.

CareerSource NCFL engages employers in key targeted industries regularly in groups and individually to determine their greatest human capital and skilled workforce needs and how the workforce system can help them meet those needs. We work to identify future trends in employer needs and shifts in local economic development priorities and develop plans to assist employers in their hiring needs and retention, matching those employers to resources such as employed worker and incumbent work grants, rapid response coordination, hosting and coordinating jobs fairs, and providing employer tax incentive information. CareerSource NCFL Employer Services staff provide outreach and recruitment to inform businesses and community partners about all programs and services include but not limited to job order development and support, recruitment services, job fairs, job description services, work experience, community service, paid internships, on-the-job training, pre- and Registered Apprenticeships, or other work and learn opportunities. Staff develop plans to assist businesses and the plans are developed and implemented in collaboration with one-stop partners to recruit skilled workers in an effort to seamlessly and effectively fill open positions.

CSNCFL's Employment Services Team (EST) engages the community in a tiered fashion, where the lower-level services are utilized for "lead generation" and the higher-level services are provided to our more engaged employers and jobseekers, as detailed below:

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

Careersource works with industry leaders to create apprenticeships in key industries including electrical, construction and advanced manufacturing. Customers are provided with information on the registered apprenticeships currently available within the region and are referred to the apprenticeship sponsors as appropriate based on their career interests. Information about registered apprenticeships is also provided to local employers as a method to train and retain skilled employees.

The Florida Department of Education assists apprenticeship sponsors with development of program service delivery, eg, business involvement, On-The-Job Training, Instruction related to technical and academic competencies that apply to the job, rewards for skill gains, and Nationally Recognized Credentialing.

Employers interested in sponsoring a registered apprenticeship, contact the State of Florida Apprenticeship Section to either participate in an existing program or work with apprenticeship training representatives to develop a new Registered Apprenticeship Program.

## E. DESCRIPTION OF THE LOCAL ONE-STOP DELIVERY SYSTEM

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

In accordance with the local plan requirements at WIOA 108(b)(6), CareerSource NCFL provide a One-Stop system that utilizes all programs, including WIOA, TAA, Wagner Peyser, SNAP, and TANF to assist all workers to obtain employment and self-sufficiency through an individualized mix of career and training services.

**Career Services** 

Career services will be available to all individuals through the local One-Stop service delivery system and will be offered in a variety of formats including self-service, limited assistance and will, at a minimum include the following:

• Determinations of whether the individuals are eligible to receive assistance;

• Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the one-stop service delivery system;

• Initial assessment of skill levels, aptitudes, abilities and supportive service needs;

• Labor exchange services including:

• Job search and placement assistance, and where appropriate, career counseling; provision of information on in-demand industry sectors and occupations; and provision of information on non-traditional employment

• Appropriate recruitment and other business services on behalf of employers;

• Provision of referrals to and coordination of activities with other programs and services;

• Provision of labor market information including information on job vacancies, information on job skills necessary to obtain jobs, and information related to local occupations in –demand;

• Provision of performance information and program cost information on eligible providers of training services;

• Provision of how the local area is performing, the local performance measures and any additional performance information with respect to the one-stop delivery system in the local area;

• Provision of accurate information relating to the availability of supportive services, including child care, housing and transportation, available in the local area and referral to such services, as appropriate;

• Referral to supportive services;

- Provision of information regarding filing claims for unemployment compensation;
- Assistance in establishing financial aid eligibility;

• Services, if determined to be necessary for an individual to obtain or retain employment:

• Comprehensive and specialized assessments including diagnostic testing and in-depth interviewing to identify employment barriers;

· Development of an individual employment plan;

- Group counseling;
- Individual counseling;
- Career planning;
- Short-term pre-vocational services;
- Internships and work experience linked to careers;
- Workforce preparation activities;
- Financial literacy services;
- Out of area job search assistance and relocation assistance;
- English language acquisition and integrated education and training programs;

• Follow-up services, including counseling regarding the workplace for participants in workforce investment activities authorized under this subtitle that are placed in unsubsidized employment, for not less than 12 months after the first day of employment as appropriate.

### Training Services

Training activities are funded by normal WIOA and TANF formula funds. Training activities, most of which will be provided through Individual Training Accounts (ITAs), will be available through the One-Stop System and may include, based on funding and Board priorities:

- Occupational skills training;
- On-the-job training;
- Paid internships and work experience;
- Apprenticeships;
- Incumbent worker training;
- Programs that combine workforce training with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with training services above;

• Adult education and literacy activities, including English language acquisition and integrated education and training programs; and

- Customized training.
- (a) Describe how required WIOA partners contribute to the LWDB's planning and implementation efforts. If any core or required partner is not involved, explain the reason.

All of the required partners are included in the CareerSource NCFL one-stop delivery system. All of the WIOA mandatory program partners continue to be accessed through virtual or physical means. The one additional partner, TANF, has been a partner in the Florida system since integration of the Workforce Innovation Act of 2000. Services provided on site include Wagner-Peyser, WIOA Adult and Dislocated Worker, WIOA

Youth, Supplemental Nutrition Assistance Program, Welfare Transition Program, Trade Adjustment Assistance, Veteran's services, Reemployment Assistance and other special programs.

The CareerSource NCFL Gainesville is an accessible location within downtown Gainesville, decreasing the physical distance for access to partners such as the Division of Vocational Rehabilitation. The previous location was located on the far south side of town, far removed from the areas of town housing those most needing services. Vocational Rehabilitation is in the Starke Career Center on a weekly basis and is planning on being co-located within the Gainesville Center this upcoming year. The Senior Community Service Employment Program offers services within the career center.

(b) Identify any optional/additional partners included in the local one-stop delivery system.

CareerSource NCFL has a referral network with multiple community-based organizations to provide services within the one-stop system. The Supplemental Nutrition and Assistance Program is co-located within the current comprehensive one-stops.

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

CareerSource NCFL employs a supply and demand system to serve the needs of both businesses and individual workers. CareerSource NCFL employs Employer Services staff to provide business services to the business community. Employer Services manages the demand side of the equation through outreach and recruitment with the local business community. Job orders obtained and entered into Employ Florida are utilized for direct recruitment of candidates-the supply side of the equation. In addition to recruiting active caseloads, staff recruit for assigned job orders by conducting skill and resume searches in Employ Florida. When viable candidates are identified, referrals are made in Employ Florida. Skill gaps are addressed through seeking out and securing training providers and programs that meet the needs of local employers.

The Gainesville Career Center has a designated Business Services suite where individual businesses may access jobseekers for interviewing and screening. Job orders are gathered from participating employers and entered into Employ Florida so that jobseekers are aware of the jobs available.

(a) Describe how entities within the one-stop delivery system, including one-stop operators and one-stop partners, comply with the Americans with Disabilities Act regarding physical and programmatic accessibility of facilities, programs and services, technology and materials for individuals with disabilities, including providing staff training and support for addressing needs of individuals with disabilities. Describe how the LWDB incorporates feedback received during consultations with local Independent Living Centers on compliance with Section 188 of WIOA (WIOA §108(b)(6)(C)).

CareerSource NCFL ensures that individuals with disabilities have equal opportunity to access programs, benefits, and activities. Providers must provide individuals with disabilities the same opportunities to participate in programs, projects, and activities offered to individuals without disabilities. Individuals with disabilities are served through the same channels as individuals without disabilities, while receiving reasonable accommodation, modifications, and auxiliary aids and services, as appropriate. This includes access to employment opportunities and all functions performed by CareerSource NCFL, including: registration for and provision of aid, benefits, services, training, support services and any right, privilege, advantage, or opportunity enjoyed by others.

Additionally, staff are trained to assist and can access professionals to provide sign language or other services needed to accommodate participants that will benefit from such assistance.

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

Qualified individuals with disabilities will be given a meaningful opportunity to participate in and benefit from aid, benefits, services, or training, and support services in the most integrated setting appropriate. This includes the adoption of effective communication strategies for applicants, participants, and the general public with a wide range of physical, perceptual, communication, and cognitive abilities. The objective is to ensure that universal access is a reality for all persons interested in participating in programs, projects, and activities contracted through CareerSource North Central Florida, including persons with disabilities.

With regard to aid, benefits, services, and training, CareerSource NCFL will provide reasonable accommodations to qualified individuals with disabilities unless providing the accommodation would cause undue hardship. CareerSource NCFL will also make reasonable modifications in policies, practices, and procedures when the modifications are necessary to avoid discrimination on the basis of disability unless making the modifications would fundamentally alter the nature of the service, program, or activity. In those situations, CareerSource NCFL will work with the region's Equal Opportunity Officer for an alternative accommodation. The reasonableness of an accommodation will depend upon the circumstances of each case. Furthermore, where more than one possible reasonable accommodation exists, CSNCFL will give primary consideration to the individual's preference in determining what accommodation it will provide. Examples of reasonable accommodations include:

Providing or modifying equipment, devices or materials (e.g., raising a desk on boards for a person who uses a wheelchair, providing flashing lights and volume controls on intercoms and telephones, installing text telephones [TTYs], utilizing the Florida Relay Service (7-1-1), providing large-print computer display programs, or materials in

alternative formats, including Braille, audio tape or enlarged print, etc.);

Providing qualified readers, interpreters, or other support services for all aspects of programs and activities including the application, interview, and testing processes, and during training and employment-related activities;

Making facilities physically accessible to and usable by people with disabilities (e.g., providing ramps, restroom grab bars, signage, etc.).

CareerSource NCFL prohibits discrimination in the provision of services on the basis of an individual's race, color, creed, sex, sexual orientation, gender identity, national origin, religion, age, or disability. In utilizing the Section 188 Disability Checklist as a foundation, CareerSource NCFL provides universal access to programs and activities such as:

- Ensuring Equal Opportunity
- Implementing Universal Access and Equal Opportunity through the following:
  - Designation of Qualified Equal Opportunity Officer
  - Notice and Communication
  - Assurances
  - Data and Information Collection, Analysis and Maintenance
  - Monitoring For Compliance
  - Complaint Processing Procedures
  - Corrective Actions/Sanctions
- (c) Describe how the LWDB facilitates access to services provided through the local delivery system, including remote areas, using technology and other means (WIOA §108(b)(6)(B)).

CareerSource NCFL facilitates access to services through our website and one stop facilities located throughout the County. To the extent possible, one-stops are strategically located to provide physical access to workers and employers. We have worked very closely with our one stop operator to develop online videos and forms for workers, program applicants/participants, and employers to access from external locations.

These on-line services include but are not limited to; program orientation, applications for training services, e-signature for forms required by law for participation, job search assistance videos, internship website, virtual job fairs, and basic job exchange activities through EFM.

Additionally, we have worked collaboratively with the county library system to train library staff how to assist job seekers register in EmployFlorida to do job search and connect with one-stop staff remotely as needed. Once participants are registered, the state Wagner-Peyser staff manages bulk email outreach efforts. This allows staff to target for specific employer recruitment needs, target those newly on UC benefits that do not come into the centers, those on cash benefits or other high-risk groups. These practices increase access by people in rural areas using very cost effective technology tools.

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

CareerSource NCFL is continuing to implement improved, streamlined processes to better utilize technology in serving customers, including both jobseekers and employers. For example, we offer web-based orientations, short informational videos, and online intake and assessments.

CareerSource NCFL uses an electronic records management system, ATLAS. ATLAS is an all in one web-based software solution developed specifically for the Workforce Development industry and includes features such as electronic document management, service tracking by swiping driver's licenses or logging in manually, and self-service document submission. Customers entering the career centers signs in through the ATLAS kiosk system located in the lobby, and is routed to the appropriate staff person or location based on the reason for his or her visit. The system is also used as a centralized database for programmatic records. Forms and all records are stored in this paperless environment for participants enrolled in case management programs such as WIOA, WTP, SNAP, RESEA, and other special projects. Extensive data reporting and variable information is now available to staff to increase data driven decision-making and trend analysis.

The quality of workforce development services is improved through the provision of consistent, integrated, and non-duplicative services across education, rehabilitation, economic and workforce activities and a focused communication strategy. CareerSource NCFL providers and partners infuse strategies so individuals with barriers to employment will be integrated and achieve successful competitive employment. Workforce delivery systems will work in concert to provide workers with the skills, work-based learning opportunities, resources, accommodations and supports needed through the systematic development of career pathways for in-demand industries. All jobseekers will have access to the occupational and training resources and skills needed to work to their fullest potential and to secure and maintain self-sustaining employment.

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

CareerSource NCFL has established procedures for the selection of vendors which follow a Board approved procurement policy which is attached to this plan. The procurement process begins with the development of funding priorities based upon both the local and state goals and strategic objectives. The CareerSource NCFL Board committees develop annual goals that lead to funding priorities. These priorities are the guiding principal for the development of procurement documents (generally Request for Proposals (RFP) or Invitation to Negotiate (ITN). The procurement specifications are

issued and published on the CareerSource NCFL website. All responses are reviewed by technical consultants for responsiveness to the procurement document requirements. Only those responses that are deemed responsive will continue to move through the process. A series of evaluation materials are provided to the CareerSource NCFL Board review committee appointed for the specific procurement to aid them in an unbiased and efficient review process. The selection committee may use these rating and scoring materials or define their own processes. CSNCFL staff and other outside professionals review the method chosen for proposal scoring to assure proper compliance and procedures are in place, and are consistent with Board policy and legal requirements. The responses are then rated using a pre-established rating form by the Board review committee. The scores of the responses are recorded, with recommendations for funding presented to the committees and full Board.

The procurement process is a very important part of providing services to our community. While it is a time consuming process it is critical and needs to be done carefully and in complete compliance, openness, and equality for all respondents.

All proposals received, along with rating forms and other pertinent documentation will be maintained with the CSNCFL staff for review by independent and government auditors or other interested parties.

(5) Service Provider Continuous Improvement: Describe how the LWDB will ensure the continuous improvement of eligible providers through the system and that such providers will meet the employment needs of local employers, workers and job seekers (WIOA §108(b)(6)(A) and 20 CFR 679.560(5)(i)).

One of the focus areas of the CSNCFL staff is ongoing Career Center Operations improvement. CSNCFL strives for improvement in program delivery, performance achievement, program integration, the development of teamwork and effective communication, collaboration with other service providers, vendors, and the Administrative Entity. CareerSource NCFL actively practices and promotes seamless integration and collaboration with all one-stop partners, providers, and vendors who are all focused on fostering an innovative, creative, and entrepreneurial culture with open communications and encouragement of leadership at all levels. This culture drives and supports continuous improvement.

Information and data integrity and accuracy is a critical component to assess program effectiveness and performance of contracted service providers. Data collected and recorded into the various reporting systems (i.e. EFM/OSST) are utilized in analyzing performance as well as reporting outcomes and performance to the state and federal governments. Thus, it is important that file and system data is accurate in order to facilitate appropriate analysis and subsequent decision-making. CSNCFL has internal Quality Assurance staff as well as contracts with two third party professional organizations to provide Fiscal and Programmatic monitoring. Ongoing monitoring and performance reports are provided to the board to assure data is accurate and is entered in a timely and correct manner.

With that data integrity priority in place, actual services performed by staff and entered into the system are pulled in monthly reports and reviewed with operations and finance to review how staff activities are driving performance as well as cost allocations. The cost allocation plan provides methods to calculate staff time working on each program, based on the activities they perform for participants being served through each program's funding source. Consequently, staff performance is constantly reviewed and analyzed in real time, by pulling ongoing reports of activities, which then drives continuous improvement and cost allocations simultaneously.

Systems and case record reviews are completed to ensure that contracted service providers, if there are any, are in compliance with written policies, procedures, and directives; to recommend changes that improve the effectiveness and quality of service delivery; and to respond to compliance issues related to performance. In order to achieve the desired level of accuracy, ongoing monitoring of the data systems and case files are and will continue to be performed.

In the event that deficiencies or a need for improvement are identified, staff are obligated to prepare a corrective action plan that identifies the steps they will take to correct the deficiency and the plan for eliminating or greatly reducing these deficiencies in the future. CSNCFL QA staff then conduct follow-up reviews to ensure the corrective action plan was implemented and results show improvements.

### F. COORDINATION OF SERVICES

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

The One-Stop Operator coordinates service delivery between contracted vendors and community and one-stop partners. Specifically, this includes ongoing coordination by actively participating in all Career Center system leadership meetings and other forums that address operational issues and promotes increased effectiveness, integration, and efficiency. The one-stop operator has daily communications and coordination with management staff to facilitate the alignment of job seekers and employer services.

An understanding of what each agency partner brings to the local area is essential in ensuring that there is no duplication of services. Ongoing meetings with agency stakeholders will be held to continue to explore ways in which the local workforce system can meet the needs of the community while reducing redundancy of service. CareerSource NCFL regularly meets with regional partners (Vocational Rehabilitation, Adult Education, DCF) and career center staff. These groups meet to discuss the coordination of individualized career services to prevent duplication and improve services to customers. During these meetings, partners give overviews of the services they offer and provide program updates. Representatives of each of the agencies are members of the CareerSource NCFL Board and are present at meetings to provide

information on services available.

• Services provided to the universal customer at the CareerSource NCFL centers through our contracted one-stop operator and career services provider includes:

- · Labor exchange services by Wagner-Peyser staff
- Trade Adjustment Assistance programs
- Veteran's employment programs
- Welfare Transition Programs
- RESEA
- WIOA Adult, Dislocated Worker and Youth programs
- SNAP employment and training program

(2) Coordination with Economic Development Activities: Describe the strategies and services that are used in the local area to better coordinate workforce development programs and economic development (20 CFR 679.560(b)(3)(iii)). Include an examination of how the LWDB will coordinate local workforce investment activities with local economic development activities that are carried out in the local area and how the LWDB will promote entrepreneurial skills training and microenterprise services (WIOA §108(b)(5) and 20 CFR 679.550(b)(4)).

CareerSource NCFL has a strategic plan goal of becoming a nationally recognized collaboration among regional economic and workforce development leader on partners. Our supporting strategies include convening and engaging all economic and workforce development system partners regularly and positions all partners to be ambassadors of the system by implementing consistent messaging and advocacy. Additionally, we partner with the Gainesville Area Chamber of Commerce (GACC) and the North Florida Regional Chamber of Commerce (NFRCC) to provide outreach and recruitment to our business partners. The GACC is the designated economic development entity for the Greater Gainesville region. We focus on creating jobs and strengthening our economy, The Employer Services Team understands the varied employment needs of area businesses, the needs of businesses considering a move to the area, and participates in local economic development activities to expand the area's economic growth potential. Through coordinating activities, CSNCFL identifies future trends in employer needs and shifts in the local economic development priorities and develops plans to assist employers in their hiring needs and retention, matching those employers to resources. Each Chamber is responsible for economic development activities including the creation of new businesses.

(3) Coordination with Rapid Response: Describe how the LWDB coordinates workforce investment activities carried out in the local area with statewide rapid response and layoff aversion activities (WIOA §108(b)(8) and 20 CFR 679.560(b)(7). The description must include how the LWDB implements the requirements in <u>CareerSource Florida Strategic</u> <u>Policy 2021.06.09.A.2. – Rapid Response and Layoff Aversion System and CareerSource Florida Administrative Policy 114 – Rapid Response Program Administration.</u>

In the case of mass job dislocation at a local employer, CareerSource NCFL has established rapid response activities that are designed to respond quickly to employer, worker, and community needs when a mass layoff or plant closure appears imminent. CareerSource NCFL operates under the appropriate State and Federal guidelines and has a Layoff Aversion policy to provide guidance on Rapid Response activities, attached to this plan.

CareerSource NCFL first seeks to avert layoffs, when possible, while maintaining the capacity to return workers to productive employment as quickly as possible if the layoff is unavoidable. The objectives of rapid response are reemployment on or before the affected worker's last day of employment and, upon notification of layoff, the successful transition of dislocated workers to appropriate services (intensive or training services) to help facilitate a quick return to work.

In addition, rapid response is part of the comprehensive system of services to employers. The local Business Services team utilizes the team resources to match the skills of workers being laid off with the skills requirements of companies that are hiring. It is widely recognized that maintaining a positive relationship with an employer that is conducting a layoff creates opportunities to assist the company with future staffing needs. The rapid response team will hold informational meetings at affected employers to provide information on the services available through the local workforce system and community partners.

When mass layoffs occur where state-level rapid response funding is needed, CareerSource NCFL will request funds to assist workers in need.

- (4) Industry Partnerships: Describe how the LWDB identifies and collaborates with existing key industry partners in the local area. Describe how the LWDB coordinates and invests in partnership infrastructure where key industry partnerships are not yet developed (WIOA §108(b)(4)A)). The local area must describe how the following elements are incorporated into its local strategy and operational sector strategy policy:
  - A. Describe how selected industries or sectors are selected based on, and driven by, high-quality data (cite data source used);

The CareerSource NCFL local area promotes key industry sectors within the one-stop system:

- Healthcare
- Technology
- Advanced Manufacturing
- Logistics
- Leisure and Hospitality

These sectors promote the in-demand jobs within the local area and are those occupations that are represented on the local area Targeted Occupation List (TOL). Training with individual training accounts are predicated on the occupation being in – demand and on the TOL. Customer choice is maximized by offering training to a wide

variety of occupations that are within our industry sectors through individual training accounts to eligible training providers.

CareerSource NCFL is utilizing innovative real time data tools embedded into our website developed by elmpact. These tools use EMSI data and update as the data is updated.

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

CareerSource NCFL works closely with its stakeholders in a regional partnership that has defined the regional sectors based on a shared vision. The Greater Gainesville Chamber of Commerce completed a strategic plan- Collaborate 2025- and identified 2020-2025 Targeted Industry Clusters with focused sectors. CareerSource North Central Florida also completed a strategic plan and process that included labor market analysis, business and industry focus groups and surveys to identify priority sectors.

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

The CareerSource NCFL Board is led by business and industry representatives that provide leadership and direction on industry priorities and sector strategies. Additionally, by partnering with the primary economic development organizations in each county, whose members are industry leaders, we ensure that the strategies that CareerSource NCFL has developed are driven by regional industry needs and plans.

The Chambers regularly convene multiple industry councils of which CareerSource NCFL is a partner. The Advanced Manufacturing Council's mission is to champion a globally competitive and self-sustaining manufacturing ecosystem in the Greater Gainesville Region by connecting regional manufacturers with each other and developing and growing the regional manufacturing workforce and talent pipelines through collaboration with workforce, education, government and other strategic partners. Organized and guided by a group of industry leaders. The Council also serves as the Regional Manufacturing Association for North Central Florida and has worked with both the Manufacturing Association of Florida and Florida Makes. Since its inception, the Council has established collaborative relationships with education institutions in the region, hosted two successful Manufacturing Months to raise awareness of career options in manufacturing, and launched madeingnv.com as a community resource for information about the region's manufacturing industry and the opportunities it presents.

The mission of the Tech Council is to foster the growth of Alachua County's technology sector. In 2015, the four founding members created a Tech Council Board of technology executives to expand and enhance the mission of the council. As the voice of the Gainesville tech community, the Council has worked collaboratively with community partners to address common industry-specific issues.

Additionally, the Healthcare and Life Sciences Council represents regional business leaders in these rapidly growing industry sectors. These councils along with the Chambers and NCFL Board Members ensure that sector strategies are driven by industry.

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

Using the key industry sectors as defined by our industry and economic development partners, CareerSource NCFL aligns program offerings to those industries and occupations in-demand. CareerSource NCFL actively researches alternative funding from federal and state resources that support training in the industry demand occupations as defined by our partners.

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

CSNCFL has developed industry-focused case management and job development teams that align with the regional industry sectors. Career Navigators are assigned to a team and work closely with individuals who are interested and have aptitude in the occupations within each industry.

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

CareerSource NCFL and the Chamber of Commerce partners actively use existing and emerging data and industry demand to guide our work. We are pursuing ideas that include analysis of the outcomes of workers within our identified in-demand sectors, whether or not training in industry sectors is effective and results in training-related employment, industry sector recruitment events, industry sector surveys and using the WIOA employer performance indicators. Additionally, the Chamber's strategic plan Collaborate 2025 contains projected outcomes.

(5) Coordination with Relevant Secondary and Postsecondary Educations: Describe how the LWDB coordinates relevant secondary and postsecondary education programs and activities with education and workforce investment activities to coordinate strategies, enhance services, and avoid duplication of services (WIOA §108(b)(10) and 20 CFR 679.560(b)(9)).

CareerSource NCFL has strong relationships with the School Boards of Alachua and Bradford County as well as institutions of higher education. CareerSource NCFL has Memoranda of Understanding with North Florida Technical College and Santa Fe College that define the services that each will provide without duplicating services.

CareerSource NCFL regularly meets with stakeholders at the secondary and postsecondary school levels to discuss emerging programs, program needs, educational needs, and other mutual service delivery concerns. CareerSource NCFL refers youth and adults needing assistance with adult education, training, remedial education and GED to the respective institutions and departments. CareerSource NCFL also receives referrals from these institutions. These collaborative activities will be solidified in jointly-signed memorandums of understanding either at the state or local level.

(6) Coordination of Transportation and Other Supportive Services: Describe how the LWDB coordinates WIOA Title I workforce investment activities with the provision of transportation assistance, including public transportation, and other appropriate supportive services in the local area (WIOA §108(b)(11) and 20 CFR 679.560(b)(10)).

CareerSource NCFL has policies in place to provide transportation and other supportive services to eligible participants. Each of the primary funding sources administered by CareerSource NCFL has its own definitions and parameters associated with the provision of support services. It is the intent of CareerSource NCFL to interpret the diversity of each program broadly in an effort to ensure needed services are available to customers to reduce barriers to program participation and employment. Support services are viewed individually and creatively to enable customers to participate in education and training activities identified in his/her employment plan. Support services expenditures should be based on careful consideration of the workforce region's funding limitations and the availability of other community resources, to leverage limited program resources to the greatest extent possible.

Due to limited funding the majority of support services provided are transportation services in the form of gas cards and bus passes for Alachua County's Regional Transit Authority.

Support services include, but are not limited to:

• Transportation including mileage reimbursement, gas cards or vouchers, taxi fare, and bus passes;

Clothing, footwear, and personal appearance/hygiene products for adequate presentation at job interviews or work;

• Housing assistance to stabilize the household including security deposits, rent, mortgage payments, and utilities;

· Vehicle repair, replacement, and acquisition;

· Driver and vehicle licensing and personal liability insurance, and

• Specialized assistance not otherwise specifically listed that is required to participate in program services or to accept or retain employment.

(7) Coordination of Wagner-Peyser Services: Describe plans, assurances, and strategies for maximizing coordination, improving service delivery, and avoiding duplication of Wagner-Peyser Act (29 U.S.C 49 et seq.) services and other services provided in the local area through the one-stop delivery system (WIOA §108(b)(12) and 20 CFR 679.560(b)(11)).

In accordance with the local plan requirements at WIOA 108(b)(6), CareerSource NCFL provide a One-Stop system that utilizes all programs, including WIOA, TAA, Wagner Peyser, SNAP, and TANF to assist all workers to obtain employment and self-sufficiency through an individualized mix of career and training services.

### **Career Services**

Career services will be available to all individuals through the local One-Stop service delivery system and will be offered in a variety of formats including self-service, limited assistance and will, at a minimum include the following:

• Determinations of whether the individuals are eligible to receive assistance;

• Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the one-stop service delivery system;

• Initial assessment of skill levels, aptitudes, abilities and supportive service needs;

• Labor exchange services including:

• Job search and placement assistance, and where appropriate, career counseling; provision of information on in-demand industry sectors and occupations; and provision of information on non-traditional employment

· Appropriate recruitment and other business services on behalf of employers;

• Provision of referrals to and coordination of activities with other programs and services;

• Provision of labor market information including information on job vacancies, information on job skills necessary to obtain jobs, and information related to local occupations in –demand;

• Provision of performance information and program cost information on eligible providers of training services;

• Provision of how the local area is performing, the local performance measures and any additional performance information with respect to the one-stop delivery system in the local area;

• Provision of accurate information relating to the availability of supportive services, including child care, housing and transportation, available in the local area and referral to such services, as appropriate;

· Referral to supportive services;

• Provision of information regarding filing claims for unemployment compensation;

· Assistance in establishing financial aid eligibility;

• Services, if determined to be necessary for an individual to obtain or retain employment:

• Comprehensive and specialized assessments including diagnostic testing and in-depth interviewing to identify employment barriers;

• Development of an individual employment plan;

• Group counseling;

Individual counseling;

- · Career planning;
- Short-term pre-vocational services;
- Internships and work experience linked to careers;
- Workforce preparation activities;
- Financial literacy services;
- Out of area job search assistance and relocation assistance;
- English language acquisition and integrated education and training programs;

• Follow-up services, including counseling regarding the workplace for participants in workforce investment activities authorized under this subtitle that are placed in unsubsidized employment, for not less than 12 months after the first day of employment as appropriate.

Career services are offered directly through CareerSource NCFL staff:

### **Training Services**

Training activities are funded by normal WIOA and TANF formula funds as well as significant additional grants funded directly from DOLETA from both WIOA and H-1B funds. Training activities, most of which will be provided through Individual Training Accounts (ITAs), will be available through the One-Stop System and may include, based on funding and Board priorities:

- Occupational skills training;
- On-the-job training;
- Paid internships and work experience;
- Apprenticeships;
- Incumbent worker training;
- Programs that combine workforce training with related instruction;
- Training programs operated by the private sector;
- Skill upgrading and retraining;
- Entrepreneurial training;
- Transitional jobs;
- Job readiness training provided in combination with training services above;

• Adult education and literacy activities, including English language acquisition and integrated education and training programs; and

• Customized training.

Documentation of all services in the state reporting system Employ Florida of all activities provided in all programs to ensure no duplication of services.

(8) Coordination of Adult Education and Literacy: Describe how the LWDB coordinates WIOA Title I workforce investment activities with adult education and literacy activities under WIOA Title II. This description must include how the LWDB carries out the review of local applications submitted under Title II WIOA § 108(b)(10), consistent with WIOA sections 107(d)(11)(A) and (B)(i) and WIOA § 232 (20 CFR 679.560(b)(12)).

Title II of WIOA defines the purpose of adult education and literacy as assisting adults to become literate and obtain the knowledge & skills necessary for employment and

economic self-sufficiency, to assist adults who are parents or family members to obtain the education and skills that are necessary to becoming full partners in the educational development of their children and that lead to the sustainable improvements in the economic opportunities for their family, to assist adults in attaining a secondary school diploma and to assist in the improvement of English literacy.

CareerSource NCFL staff are trained to administer the TABE (Test of Adult Basic Education). If the TABE assessment reveals a customer's reading or math skill levels are below an 8th grade level, the customer is referred to developmental Basic Skills/GED classes.

CareerSource NCFL has a collaborative agreement with the Santa Fe College Adult Education Program which administers the Adult Education and Family Literacy Adult General Education and Integrated English Literacy and Civics Educational Grants. Through this partnership, CareerSource NCFL either sends a representative to the SF College Adult Education Sites or works virtually to assist students in obtaining information and applying for appropriate workforce programs.

In addition, Santa Fe College (SFC) Adult Education staff members advertise and share information with students on upcoming Careersource NCFL visits, workshops and services. SFC Staff members also assist students with EmployFlorida registration so that Careersource NCFL staff are better able to assist students with job search efforts and to ease their transition into appropriate programs and services.

Additionally, Careersource NCFL has developed strong relationships with the School Boards of Alachua and Bradford County. Careersource NCFL staff refer youth and adults that need assistance with adult education, remedial education and GED to the respective Adult Education Departments. These collaborative activities are solidified in jointly-signed memorandums of understanding either at the state or local level.

Coordination between Adult Education and Literacy and the workforce system will include the review of applications for providing adult education and literacy activities for demonstrated effectiveness prior to becoming an eligible provider.

(9) Reduction of Welfare Dependency: Describe how the local board coordinates workforce investment activities to reduce welfare dependency, particularly how services are delivered to TANF/Welfare Transition and Supplemental Nutrition Assistance Program (SNAP) Employment & Training (E&T) participants, to help individuals become self-sufficient. This description must include strategies and services that will be used in the local area to support co-enrollment of Welfare Transition and SNAP E&T participants into other workforce development programs. 20 CFR 675.100(h) and 20 CFR 680.620

CareerSource NCFL provides welfare transition services to applicant, mandatory and transitional TANF recipients. CareerSource NCFL also provides SNAP employment and training activities to Able Bodied Adults Without Dependents (ABAWD). The case management provided includes orientation, assessment, development and management of an Individual Responsibility Plan, and assignment to and supervision of countable

work activities. Emphasis is placed on assisting participants to obtain and retain self sufficient employment and providing individualized services leading to employment dependent on the initial and comprehensive assessments. Services to these individuals are closely aligned with the universal customer and other eligible individuals being served in our integrated one - stop career system with case managers working multiple funding stream caseloads (including WIOA) Career Source has partnered with the University of Florida to provide opportunities in two different fields. Both programs are designed to serve low income individuals, the targeted population being Welfare Transition and Supplemental Nutrition Assistance Program (SNAP) participants.

The programs are:

### Community Health Worker Mentorship Program with CareerSource

In partnership with CareerSource, the Office of Professional and Workforce Development offers Alachua and Bradford County residents the opportunity to become a Certified Community Health Worker. The program pays for the course, on-the-job training, and group mentorship. The program is designed for anyone interested in becoming a Community Health Worker. This program has an online component that takes 10 weeks to complete. There will be a 40-hour in-person mentorship component at the conclusion of the ten-week online class, students will have an opportunity to complete their 500 practicum hours at one of our partner employers.

The University of Florida program is designed to prepare participants for the educational requirements for State of Florida certification. Participants who successfully complete the course will receive a certificate of completion from the University of Florida Office of Professional and Workforce Development. Participants that successfully complete the course and their 500 practicum hours are eligible to sit for the Certified Community Health Worker state exam and earn their CCHW credential.

### Professional Culinary Arts Program

In partnership with CareerSource, the University of Florida Continuing Education Division offers Alachua and Bradford county residents the opportunity to become certified as a Professional Cook as well as obtaining the National Restaurant Associations' managerial SERVSAFE certification. This certification is recognized in all 50 states and is valid for five years. The mission of The University of Florida Continuing Education Division's Professional Culinary Arts Program is to provide a high-quality educational program in the hospitality/food service industry. Utilizing a blend of online foundations, skill development, kitchen practical application and externships, students will gain the necessary experience to successfully enter the food service industry. At the end of this course students will be able to:

- Understand basic food and kitchen safety and sanitation
- Select, handle and maintain a knife and demonstrate knife cuts
- Understand flavoring
- Explain and demonstrate principles of egg cookery
- Explain and demonstrate principles of salad production and vegetable cookery

- Identify, describe and apply dry-heat cooking methods
- Identify, describe and apply moist-heat cooking methods
- Explain and demonstrate stock, short stock, and broth production
- Prepare and present a variety of classic and contemporary sauces
- Explain and demonstrate principles of meat, poultry and fish cookery
- Demonstrate knowledge and application of seasoning and flavoring
- Explain and demonstrate principles of pasta, legume, rice, and grain cookery
- Demonstrate knowledge of basic bread, baking, and gluten functions
- Demonstrate knowledge and application of basic pastry and chocolate use
- Demonstrate and apply knowledge of plant-based and dairy-free diets
- Determine and evaluate basic nutrition in foods and specialty diets
- Assemble beautiful plating presentations

### G. PERFORMANCE & EFFECTIVENESS

The local workforce plan must include:

(1) The local levels of performance negotiated with the Governor and CLEO(s) with WIOA section 116(c), to be used to measure the performance of the local area and to be used by the LWDB for measuring the performance of the local fiscal agent (where appropriate), eligible providers under WIOA Title I Subtitle B, and the one-stop delivery system in the local area. (WIOA §108(b)(17) and 20 CFR 679.560(16)(b))

Attached are the local levels of performance negotiated between LWDB 09 and the Department of Economic Opportunity.

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

As part of our plan, in accordance with WIOA 108(b)(18), CareerSource NCFL will continue its practices and processes that have, to date, resulted in a high-performing board that is business-led, market-responsive, results oriented and integrated with other workforce development system partners. CareerSource NCFL has been recognized both nationally and locally for their achievements in workforce development. We will continue to build off our successes and be a regional catalyst for advancement of the talent ecosystem.

Monthly review of performance is conducted and reviewed with the Board committees. Quarterly performance improvement plans are developed for any standards that do not meet negotiated goals. The Board monitors trends and future opportunities to ensure the work of CareerSource NCFL remains relevant and impactful in the community. In 2018, the Board initiated a process of developing a strategic plan to take a refreshed look at its goals, initiatives, partnerships, and services and promote efforts that would continue raising the bar for the organization and aligning efforts with regional needs. CareerSource NCFL plans to conduct additional Strategic Planning with community and industry partners in PY 22-23.

(3) Describe how the LWDB considered feedback from one-stop career center customers when evaluating the effectiveness of its one-stop career centers.

CareerSource NCFL has developed and implemented a new Customer Satisfaction survey. The comments and rating of each responding customer is reported to the CEO and the Board on a monthly basis. The LWDB considers the feedback received from the customers and diligently tries to correct any issues, respond to all ideas and suggestions, and consider the comments when developing any new processes or programs.

END OF LOCAL PLAN INSTRUCTIONS

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

#### Alachua and Bradford

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

**CareerSource North Central Florida CEO** 

Date

Workforce Development Board Chair

Signature

11 OCTOBER 22 Date

Alachua County Chief Elected Official

helen Wherler

10/10/22

Signature

Date

**Bradford County Chief Elected Official** 

Signature

Ictober 4, 2022

# **CSNCFL One-Stop Center Certification Review Form**

LWDA: 09			Date	e: 09/22/2022	2		
Review Team Le	ead: Phyllis Mart	У	Job Ti	i <b>tle:</b> CareerS	ource l	Manager/CEC	)
Phone: 352-681	-3320		Ema	il: pmarty@	careers	ourcencfl.con	n
Address (At tin Line 1: 1112 N Line 2: N/A	ved (Office Name ne of review) North Main Stree Check One): Cor	t	enter X Ot	her (describe		Gainesvi e: Florida ode: 32601	lle
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Review Team N	/lembers:	1					1
First Nar	ne Las	st Name	Role	P	hone		Email
Phyllis	Marty		CareerSource Manager/CEO	352-681	-3320	-	y@careerso cfl.com
Anna	Mendo		Director of Operations				doza@caree encfl.com
Erika	Howar		Director of Continuous Improvement				ard@career encfl.com

## **Access to Required Programs/ Partners**

Check the appropriate box for each required Program/ Partner. This section will require an interview with the Center Manager.

Note- Access to ALL partner programs is only required for comprehensive one-stop centers.

Required Program/ Partner	Program Staff On-Site (Average hours per week)	Partner Program Staff On-Site (Check box)	Direct Linkage (Check box)	Not Applicable (Partner not in region)	Non- Compliant with Access Requirements
WIOA Title I Adult	40				
WIOA Title I Dislocated Worker	40				
WIOA Title I Youth	40				
Job Corps				Х	
YouthBuild			Х		
WIOA Title II Adult Education and Literacy	Click here to enter text.		Х		
WIOA Title III Wagner- Peyser	40				
Migrant and Seasonal Farmworker Programs (MSFW)	As needed				
WIOA Title IV Vocational Rehabilitation			Х		
Senior Community Service Employment Program (SCSEP)			Х		

# Access to Required Programs/ Partners on Site or Virtually

(Continued)

Check the appropriate box for each required Program/ Partner. This section will require an interview with the Center Manager. Note- Access to ALL partner programs is only required for comprehensive one-stop centers.

Required Program/Partner	Program Staff On-Site (Average hours per week)	Partner Program Staff On-Site (Check box)	Direct Linkage (Check box)	Not Applicable (Partner not in region)	Non- Compliant with Access Requirements
Temporary Assistance for Needy Families (TANF)	40				
Post-Secondary Career and Technical Education			Х		
Veteran's Employment Services	40				
Trade Adjustment Assistance (TAA)	40				
Housing and Urban Development Employment and Training				Х	
Unemployment Compensation	40				
Community Development Block Grant Employment and Training			Х		
Second Chances Act			Х		
WIOA Title I Native American Programs	Click here to enter text.			Х	

### **Services Checklist**

Select the appropriate choice from the drop-down list in the "Access Available" box. Note- All services MUST be provided through comprehensive one-stop centers. Affiliate centers only need to provide one or more of these services.

Service	Access Available	Service	Access Available	Service	Access Available
		Career Service	25		
Determinations of whether the individuals are eligible to receive assistance from adult, dislocated worker, or youth programs	Yes	Referrals to and coordination of activities with other programs and services, including programs and services within the one- stop delivery system and, in appropriate cases, other workforce development programs	Yes	Information, in formats that are usable by and understandable to one-stop center customers, relating to the availability of supportive services or assistance	Yes
Outreach, intake (which may include worker profiling), and orientation to the information and other services available through the one-stop delivery system	Yes	Workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas	Yes	Information and assistance regarding filing claims for unemployment compensation	Yes
Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs	Yes	Performance information and program cost information on eligible providers of training services	Yes	Establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under WIOA	Yes
Labor Exchange Services (job search/ placement, career counseling, business services on behalf of employers)	Yes	Information in formats that are usable by and understandable to one- stop center customers, regarding how the local area is performing on the local performance accountability measures	Yes	Services, if determined to be appropriate in order for an individual to obtain or retain employment	Yes
Follow-up Services	Yes				

### **Services Checklist**

Select the appropriate choice from the drop-down list in the "Access Available" box.

#### Note- All services MUST be provided through comprehensive one-stop centers. Affiliate centers only need to provide one or more of these services.

Service	Access Available	Service	Access Available	Service	Access Available
		Training Servio	ces		
Occupational skills training, including training for non-traditional employment	Yes	On the job training (OJT)	Yes	Incumbent worker training	Yes
Programs that combine workplace training with related instruction, which may include cooperative education programs	Yes	Training programs operated by the private sector	Yes	Skills upgrading and retraining;	Yes
Entrepreneurial training	Yes	Transitional jobs	Yes	Job readiness training provided in combination with other identified training services	Yes
Adult education and literacy activities, including activities of English language acquisition, integrated education and training programs, provided concurrently or in combination with the aforementioned training services (excluding transitional jobs)	Yes	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training	Yes		
		Business Servi	ces		
Service				Access Avai	able
Labor Exchange Activities				Yes	
Develop, Convene, or Impleme	nt Sector Partner	rships <sup>4</sup>		Yes	

<sup>&</sup>lt;sup>4</sup> The one-stop center's role in providing this service is ensuring the business services team is sharing information acquired through employer engagement with one-stop partners and the local WDB. This can be verified through monthly board/partner meeting minutes.

### **Certification Criteria Checklist**

The following are the criteria by which the local workforce development boards shall assess and certify the one-stop centers. The local certification review team shall assess and determine if the one-stop center has met each criterion below by indicating "Meets," "Does Not Meet," or "In Progress." Comments are required for each criterion for which "Does Not Meet" or "In Progress" are denoted.

Standards highlighted in green are <u>NOT</u> applicable to affiliate centers.

Sta	ndard 1 - One-Stop Administration			
	The Local MOU between the local workforce board and all required one-stop partners is	Meets	Does Not Meet	In Progress
1.1	signed and in place.			Х
	Request a copy of the local MOU to ensure the require	ment has been met.		
	Comments: All mandatory partner MOU/IFAs signed time of review	by CEO and sent to	partner agencies fo	or signature at
	Cost sharing agreements are in place with all Job Center Partners ensuring the center is	Meets	Does Not Meet	In Progress
1.2	maximizing resources, both financially and in- kind, to provide the best possible services to customers. <sup>5</sup>			Х
	Verify cost sharing processes and procedures are in pla amongst all partners attached to the local MOU/ IFA.	ce and that there is	a current cost shari	ng agreement
	Comments: All mandatory partner MOU/IFAs signed time of review	by CEO and sent to	partner agencies f	or signature at
	There are no center-specific, unresolved programmatic, administrative, or Equal	Meets	Does Not Meet	In Progress
	Opportunity compliance findings.			Х
1.3	Request a copy of all monitoring reports since the prio findings.	r center certificatio	n, showing final res	olution of all
	Comments: PY 21-22 Corrective Action Plan due to D	EO on October 21, 2	2022.	

<sup>&</sup>lt;sup>5</sup> Some local WDBs may have been granted an extension for these agreements. If this is the case, the cost-sharing agreements will need to be in place by the date identified in the request for extension.

	The center has a "center manager" (may be referred to by other titles) who has oversight of center	1	Meets		es Not Veet	In	Progress
1.4	operations.		Х				
	Identify the center manager. This will likely be the same	e man	ager as the	comp	rehensive c	entei	r(s).
	Comments: Phyllis Marty, Alachua County staff/CEO						
	There is regular and meaningful communication between the center manager and front line one-	I	Meets		oes Not Veet	In	Progress
1.5	stop center staff regarding center operations. This includes regularly scheduled meetings attended by all staff.		Х				
	Does the center hold staff meetings? How regularly? Commaningful communication is occurring on a regular bo		t staff interv	views t	o determin	e if cl	lear
	Comments: The CareerSource Manager holds monthly	/ All St	taff meeting	gs.			
	Does the one-stop center adhere to branding and utilize the official American Job Center (AJC)	I	Meets		es Not Veet	In	Progress
1.6	logo?		Х				
1.0	<i>Review all signage, websites and request copies of all p in compliance?</i>	rinted	materials?	Does	the center o	appe	ar to be
	Comments:						
	The one-stop center adheres to all applicable issuances, guidance, and procedure manuals issued		Meets	5	Does No Meet		In Progress
1.7	by DEO.		Х				
	Conduct staff interviews to determine if they are aware they know where to access them? Does the center appe	-			•	ire m	anuals. Do
	Comments:						

	Do one-stop center staff utilize the State case management system (EF), or other applicable	Meets	Does Not Meet	In Progress
	system, to document all customer activities for job seekers and employers?	Х		
1.8	Verify through observation, client file review and staf	f interviews.		
	Comments:			
	Staff are provided on-going training and cross	Meets	Does Not Meet	In Progress
	training to ensure they have the knowledge necessary to appropriately serve customers. The center manager ensures staff attend mandatory training sessions.	x		
1.9	Review staff training calendar/schedule. What trainin knowledgeable as they work with customers? Verify t interviews.			
	Comments:			
	The one-stop center abides by Veterans	Meets	Does Not Meet	In Progress
	Preference and Priority of Service Requirements.	Х		
1.10	Observe welcome/intake process. Are customers alwo know which customers are veterans? What policies an of Veteran priority of service? Interview the center's D applicable).	nd procedures are fo	ollowed? Do staff a	ppear to be aware
	Comments:			

	The one-stop center ensures Priority of	Meets	Does Not Meet	In Progress
	Service for Adult program participants.	Х		
1.11	How is the center ensuring priority for eligible ad requirements? What procedures are in place to		••	•
	Comments:			
	All staff have an awareness of the region's sector strategies and career pathways. Staff	Meets	Does Not Meet	In Progress
	understand what that means in terms of providing services to customers.	Х		
1.12	Verify through staff interviews. Do staff know wh information and/ or training on sector strategies pathways and how to use pathway information	and career pathways	s? Do staff appear to	
	Comments:			

Stand	ard 2 - Responsiveness to the need	s of Jobseeke	ers	
	The one-stop center has effectively integrated WIOA core partners and	Meets	Does Not Meet	In Progress
	coordinated services among other required partner programs available to job seekers.	Х		
2.1	Are core partners co-located, at least on a part-tim to ensure all partner programs are accessible and a collaborating to ensure customers receive the most	available through th	ne one-stop center?	•
	Comments:			
	Staff clearly understand how to assess	Meets	Does Not Meet	In Progress
	customer needs and provide the appropriate services to address those needs.	Х		
2.2	Verify through client file review, staff interviews an	d observation of cu	stomer/staff interac	tion.
	Comments:			
	The one-stop center has demonstrated high	Meets	Does Not Meet	In Progress
	customer satisfaction from jobseekers.			Х
2.3	Review Customer Satisfaction Report for the year in satisfaction means a job seeker satisfaction rate of		ng certification. Hig	h customer
	Comments: Implemented new Customer Satisfac	tion survey in July 2	2022, compiling dat	a at this time.

Stand	ard 3 - Responsiveness to the need	s of business	es	
	The one-stop center has effectively	Meets	Does Not Meet	In Progress
	integrated WIOA core partners and coordinated services among other required partner programs available to businesses.	Х		
3.1	the region's business services team? Are business c	o (or local plan). Interview business services staff. Are all co s services team? Are business outreach efforts coordinated thers documenting employer contacts in the case manage	rdinated amongst p	artners to avoid
	Comments:			
	Caff clearly understand how to assess dividual local employer needs and provide ne appropriate services to address those eeds.MeetsDoes Not MeetIn ProgressX□□□view business plan (or local plan). Is there a process in place for assessing the workforce needs of local uployers and addressing the needs identified?			
	the appropriate services to address those needs.	Х		
3.2	Review business plan (or local plan). Is there a proc employers and addressing the needs identified?	ess in place for ass	essing the workforce	e needs of local
	Comments:			
	The one-stop center has demonstrated high	Meets	Does Not Meet	In Progress
	customer satisfaction from businesses.			Х
3.3	Review Customer Satisfaction Report for the year in satisfaction means an employer customer satisfact			h customer
	Comments: Due to COVID, Customer Satisfaction Satisfaction in PY 18-19 was at 98%.	Survey was not dis	tributed. Last Custo	mer

contribute to the achievement of local         levels of performance.         Do center management and staff know and understand to	Х		
4.1 Comments:		-	-

Standard 5 - Program Coordination					
	An inventory containing partner agency contact information and services offered is available to all center staff.	Meets	Does Not Meet	In Progress	
				Х	
5.1	Verify written or electronic inventory listing is in place and readily available to all staff.				
	Comments: New agency leadership identified on MOUs, spreadsheet will be updated and distributed to all center staff.				
	The one-stop center integrates available services across partners, to the extent possible.	Meets	Does Not Meet	In Progress	
		Х			
5.2	How does the one-stop center management staff identify ways to integrate services to prevent duplication? Are there regular meetings amongst center staff and partners to address integration of services?				
	Comments:				
	Employment plans are specifically designed to meet the unique needs of each individual customer and are jointly developed with partners, when appropriate.	Meets	Does Not Meet	In Progress	
		Х			
5.3	Verify with staff interviews. Review a sampling of employment plans and case notes from client files.				
	Comments:				

Standard 6 - Programmatic Accessibility					
All 13 required career services are available	Meets	Does Not Meet	In Progress		
through the center.	Х				
These 13 elements listed in 20 CFR § 678.430.					
Comments:					
Customers have access at or through the one-stop center through technology to	Meets	Does Not Meet	In Progress		
training services, education services, employment services, supportive services, and business services.	Х				
These services are listed in 20 CFR § 680.200.					
Comments:					
There is always at least one Title I staff member present at the one-stop center during business hours.	Meets	Does Not Meet	In Progress		
	Х				
Verify through observation or timesheets.					
Comments:					
	All 13 required career services are available in person or on demand via technology at or through the center.         These 13 elements listed in 20 CFR § 678.430.         Comments:         Customers have access at or through the one-stop center through technology to training services, education services, employment services, supportive services, and business services.         These services are listed in 20 CFR § 680.200.         Comments:         These services are listed in 20 CFR § 680.200.         Comments:         There is always at least one Title I staff member present at the one-stop center during business hours.         Verify through observation or timesheets.	All 13 required career services are available       Meets         in person or on demand via technology at or       X         These 13 elements listed in 20 CFR § 678.430.       X         Comments:       X         Customers have access at or through the one-stop center through technology to training services, education services, employment services, supportive services, and business services.       Meets         These services are listed in 20 CFR § 680.200.       X         Comments:       X         These services are listed in 20 CFR § 680.200.       X         These services are listed in 20 CFR § 680.200.       X         There is always at least one Title I staff member present at the one-stop center during business hours.       Meets         X       X         Verify through observation or timesheets.       X	All 13 required career services are available in person or on demand via technology at or through the center.       Meets       Does Not Meet         X       □         These 13 elements listed in 20 CFR § 678.430.       Implements       Does Not Meet         Comments:       X       □         Customers have access at or through the one-stop center through technology to training services, education services, employment services, supportive services, and business services.       Meets       Does Not Meet         These services are listed in 20 CFR § 680.200.       X       □         Comments:       X       □         These services are listed in 20 CFR § 680.200.       X       □         There is always at least one Title I staff member present at the one-stop center during business hours.       Meets       Does Not Meet         X       □       Implement       X       □         Verify through observation or timesheets.       Verify through observation or timesheets.       Implement		

6.4	The center provides maximum access to partner agency programs, which may include providing services outside normal business hours if the local WDB determines there is a need for an extension of service hours.	Meets	Does Not Meet	In Progress	
		X			
	Does the center provide services outside of regular business hours when the need is identified?				
6.5	Comments:				
	Regular business hours are clearly visible	Meets	Does Not Meet	In Progress	
	outside of the one-stop center building.	Х			
	Verify through observation.				
	Comments:				
	The one-stop center is programmatically accessible per 29 CFR 38, which includes providing reasonable accommodations for individuals with disabilities, making reasonable modifications to policies, practices, and procedures, administering programs in the most integrated setting appropriate,	Meets	Does Not Meet	In Progress	
	communicating with persons with disabilities as effectively as with others, and providing appropriate auxiliary aids or services, including assistive technology devices and services, where necessary.	Х			
	Verify through reviewing a copy of the procedures, staff interviews and observation.				
	Comments:				

Standard 7 - Equal Opportunity Awareness					
7.1	The local Equal Opportunity Officer periodically reviews policies and procedures regarding accessibility and equal opportunity and provides staff training and updates.	Meets	Does Not Meet	In Progress	
		Х			
	Verify the last time the EO officer reviewed/ updated policies and procedures. Have staff received training? How often is training provided? Are new employees trained?				
	Comments:				
	The required Equal Opportunity tagline is included on all documents and web pages.	Meets	Does Not Meet	In Progress	
		Х			
7.2	Review flyers, forms, brochures, handouts and websites provided to all customers.				
	Comments:				
	All Equal Opportunity signage is posted prominently, in reasonable numbers and places,	Meets	Does Not Meet	In Progress	
7.3	in available and conspicuous physical locations in the one-stop.	Х			
	Verify through observation.				
	Comments:				
	There is a process in place for customers to file Equal Opportunity complaints/ grievances and a	Meets	Does Not Meet	In Progress	
7.4	process for addressing these complaints/grievances when they are filed.	Х			
	Review procedural documents pertaining to EO complaints/grievances.				
	Comments:				

Standard 8 - Physical Accessibility					
8.1	Center physical accessibility is in compliance with all accessibility requirements under Federal Law. The one-stop center meets the physical accessibility requirements under WIOA Sec. 188, set forth in 29 CFR 38.	Meets	Does Not Meet	In Progress	
		Х			
	Verify with Local EO Officer and State EO Officer.				
	Comments:				
	Staff and program partners demonstrate they know how to use adaptive and assistive technologies and are aware of the available resources.	Meets	Does Not Meet	In Progress	
		Х			
	Verify through staff interviews and observation.				
8.2	Comments:				
8.3	A written policy explains how required partners in the one-stop center make reasonable accommodations and includes procedures for handling requests for accommodations.	Meets	Does Not Meet	In Progress	
		Х			
	Review reasonable accommodations policy and/or procedures.				
	Comments:				

8.4	Workshops are accessible to all customers whether provided in person or virtually. The one-	Meets	Does Not Meet	In Progress			
	stop center provides reasonable accommodations to ensure equal access.	Х					
	Verify through observation and staff interviews to ensure workshops are accessible and reasonable accommodations are provided as needed.						
	Comments:						
8.5	The one-stop center utilizes available resources, such as Vocational Rehabilitation Services, to ensure accessibility.	Meets	Does Not Meet	In Progress			
		Х					
	Verify through staff interviews and observation. Do staff know when to make appropriate referrals to agencies such as VR, when needed? Are staff aware of available interpreter services/ technology for limited English proficient (LEP) individuals?						
	Comments:						

Standard 9 - Continuous Improvement							
9.1	The one-stop center has a process in place for customers to provide feedback or complaints outside of the customer feedback survey. The process should address complaint tracking and corrective action plans.	Meets	Does Not Meet	In Progress			
		Х					
	Review process for filing complaints to ensure it contains these requirements.						
	Comments:						
9.2	The one-stop center has internal systems in place to identify, track and improve operational efficiency and effectiveness. Specifically, the effectiveness of partner integration.	Meets	Does Not Meet	In Progress			
		Х					
	Verify through staff interviews or documentation.						
	Comments:						
9.3	The one-stop center has a system and procedures in place to assess staff members' skills and core competencies, as well as gaps.	Meets	Does Not Meet	In Progress			
		Х					
	Verify through staff interviews and review of procedural documentation.						
	Comments:						

# **Determination**

Determination*:		Certified	Determination Date:	10.3.22					
All criteria reviewed:		Yes							
*In the event of non-certification, an action plan and timetable will be prepared by CSNCFL in consultation with the one- stop operator, to bring the one-stop center into compliance; and a date for a follow-up review within ninety (90) days from the determination date will be set.									
<b>Details regarding sections denoted "Does Not Meet" or "In Progress":</b> If additional space is needed please insert additional rows in the table below. It is acceptable to go onto multiple pages.									
Section #	Details								
Choose an item.									
Choose an item.									
Choose an item.									
Choose an item.									
Choose an item.									
Choose an item.									
Choose an item.									
Choose an item.									
Choose an item.									
Choose an item.									
Overall Comments:									
I certify that the information contained herein is true and accurate to the best of my knowledge and that this completed ICSNCFL One-Stop Center Certification Review Form has been approved for the Local Workforce Development Board (LWDB) by the Workforce Development Board Chair.									
LWDB Chair Name: Jeffery Tate									
Signature:		= 77=	Date:	10 OCT 2022					

## BY-LAWS Of

# The North Central Florida Workforce Development Board, Inc.

A Florida Not-for-Profit Corporation

The provisions of this document constitute the By-Laws which shall be utilized to govern the management and operation of the North Central Florida Workforce Development Board, Inc., (NCFWDB or LWDB 9) a Florida not-for-profit corporation.

## ARTICLE I DEFINITIONS

Section 1.1 – Definitions

- A. "Acts" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 and Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, collectively;
- B. "CareerSource Florida" (CSF) shall mean the staff appointed to carry out the policies of the State of Florida workforce development board which is called the CareerSource Florida Workforce Development Board of "CSFWDB".
- C. "CareerSource North Central Florida" shall mean and refer to the administrative entity created by the Interlocal Agreement by and between Alachua and Bradford counties pursuant to §163.01, Florida Statutes ("Interlocal Agreement"), and designated to provide and serve as support staff to LWDB 9 and the Council to carry out the purposes of the Interlocal Agreement and the Agreement between the Council and LWDB 9.
- D. CareerSource North Central Florida One-Stop System shall mean the physical career center and technological career center communications network established pursuant to WIOA to deliver workforce services to the North Central Florida Workforce Development Area.
- E. "Chief Executive Officer" (CEO) shall mean the top executive of CSNCFL.
- F. "Chief Local Elected Officials" (CLEO) shall mean and refer to the Chair of the Board of County Commissioners for Alachua and Bradford counties, respectively.
- G. "Council" shall mean the Dual County Workforce Development Council ("Council") created through the Interlocal Agreement entered into between Alachua and Bradford counties which provide, among other authorities and responsibilities, for the creation of LWDB 9 and the appointment of its members.
- H. "DEO" shall mean and refer to the Florida Department of Economic Opportunity.

- I. "Fiscal Agent" shall mean the Chief Financial Officer ("CFO") of CSNCFL. CSNCFL shall be the entity designated to receive funds under Master Agreement with DEO. The CFO shall be responsible for the disbursement of funds as directed by the Council /LWDB 9 action at a properly noticed meeting or in accordance with policy adopted by the Council/LWDB 9 at a properly noticed meeting.
- J. "Florida WIA" shall mean and refer to the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes.
- K. "Local Grant Recipient" shall mean and refer to the counties of Alachua and Bradford.
- L. "Local Grant Sub-Recipient" shall mean and refer to CSNCFL.
- M. "Local Workforce Development Area" (Local Area) shall mean and refer to a jurisdiction for the administration of workforce development activities. A jurisdiction must be designated as a Local Area by the Governor in order for the jurisdiction to receive WIOA Title I, subtitle B formula grants. In north central Florida it is Alachua and Bradford Counties.
- N. "Local Workforce Development Board 9" (LWDB 9) shall mean the local workforce board whose members are those individuals appointed by the Council, and who in partnership with the Council, set policy for CSNCFL.
- O. "LWDB Staff" or "Staff to the LWDB" shall mean and refer to CSNCFL.
- P. "North Central Florida Workforce Development Area" (NCFWDA) shall mean the geographic areas comprising Alachua and Bradford counties.
- Q. "WIOA" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128.
- R. "4-year Local Area Workforce Plan" (Local Plan) shall mean and refer to the 4-year action plan which sets forth the strategies for the investment of resources to meet the objectives of the various workforce grants and programs including but not limited to the development, alignment, and integration of service delivery strategies in support of the State's vison and strategic and operational goals.

## ARTICLE II NAME, SERVICE AREA, AND OFFICE LOCATION

Section 2.1 – Name

The legal name of the organization shall be the North Central Florida Workforce Development Board, Inc., hereinafter referred to as "NCFWDB" or "LWDB 9".

Section 2.2 - Service Area

The NCFLWDB shall serve the employers and residents of Alachua and Bradford counties, Florida.

Section 2.3 – Office Location

The official office location and mailing address shall be 1112 North Main Street, Gainesville, FL 32601.

### ARTICLE III PURPOSE AND USE OF FUNDS

Section 3.1 – Purpose

The purposes for which the NCFWDB is formed, and its business goals and objectives, are as follows:

- A. To serve as the Local Workforce Development Board for Region 9, as certified by CSF.
- B. Together with the Council to oversee the creation of a comprehensive and high-quality workforce delivery system in the NCFWDA and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.
- C. To deliver customer-focused, value-added workforce solutions designed to meet the specific needs of employers and job seekers.
- D. Together with the Council to provide policy and oversight over CSNCFL and the CSNCFL one-stop system.
- E. To enhance the provision of workforce development services; increase the involvement of the business community, including small and minority businesses, in workforce development activities; to increase private sector employment opportunities; and to ensure the economic health of the community.

Section 3.2 – Use of Funds

- A. The NCFWDB in conjunction with the Council shall approve the use of funds in ways that will most effectively satisfy the labor market demand needs of the residents and business community to enhance the economic well-being of the community and to invest their resources so as to result in attainment of the performance measures negotiated with DEO.
- B. The NCFWDB in conjunction with the Council shall approve the use of funds in accordance with Section 4.3 paragraph I and in a manner that takes into account sustained fiscal integrity and accountability pursuant to 2 CFR 200 et. seq., WIOA and the corresponding

Federal Regulations and State policies as well as the laws and regulations applicable to such other grant funds or donations received.

- C. Investments, loans or evidence of indebtedness or promises to pay shall not be contracted for on behalf of the NCFWDB unless authorized and approved by both the LWDB 9's Board of Directors and Council.
- D. The NCFWDB in conjunction with the Council shall exercise oversight over the funds awarded to the NCFWDA.

## ARTICLE IV BOARD OF DIRECTORS

Section 4.1 – Governing Body

The LWDB 9 shall be governed by a Board of Directors, to be appointed by the Council as provided herein.

Section 4.2 Incorporation

The LWDB 9 shall incorporate as a Florida not for profit corporation in accordance with the Section 501(c)(3) of Internal Revenue Code.

Section 4.3 - Appointment of Board Members

- A. The Council shall appoint members of the Board of Directors ("Board") consistent with criteria established under WIOA, the Governor, and the Interlocal Agreement and the nomination process approved by the Council and the NCFWDB at their meeting on October 15, 2020, and attached hereto as Exhibit 1.
- B. The initial appointments of LWDB 9 member shall be fixed and staggered terms of two and three years. Thereafter, new and reappointed members shall be appointed for terms of two (2) years. No member will serve more than eight (8) consecutive years.
- C. The authority to appoint, reappoint or revoke the appointment of members to LWDB 9 lies solely with the respective County's CLEO that appointed the LWDB 9 member. Members of the Board shall serve at the pleasure of the Council elected official who appointed them. The member may be removed either for or without cause at any time;
- D. Members of the Board may identify and encourage potential applicants to apply for appointment to the Board in accordance with the application process set forth by the Council;
- E. The CSNCFL CEO shall provide or arrange for annual training to Board members to ensure they are aware of their roles, responsibilities and functions to include an orientation and training for new Board members and periodic updates as needed;

F. The number of Board members and the categories of membership shall conform to Federal and State legislation, regulations and policies.

Section 4.4 - Authority and Responsibilities

All corporate powers shall be exercised by or under the authority of the Board in conjunction with the approval of the Council, and the business and affairs of the Corporation will be managed under the direction of the CEO. The Board and Council shall direct strategic and operational oversight of the Corporation to help develop a comprehensive and high-quality workforce delivery system in the NCFWDA.

The Board's general responsibilities shall include, but not be limited to:

- A. Establishing, adopting and overseeing policies for governance, administration and operation of the Corporation to carry out the functions of the LWDB 9 as outlined in WIOA in coordination with the Council as provided herein, and in the law governing the funds awarded to the NCFWDA;
- B. Developing, ratifying and submitting or amending the Local Plan pursuant to Public Law No. 113-128 WIOA and the provisions of Florida Statute 445.007 subject to the approval of the Council; Convening local workforce development system stakeholders to assist in the development of the Local Plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities;
- C. Coordinating agreements with the Council that are necessary to designate the administrative entity and fiscal agent for the NCFWDA;
- D. Providing oversight of the Corporation's programs, costs and performance outcomes together with the Council;
- E. Identifying and selecting providers of youth services;
- F. Identifying, selecting and approving eligible training providers and other providers of training services;
- G. Together with the Council identifying, selecting and approving career services provider(s);
- H. Together with the Council selecting the One-Stop Operator(s);
- I. Developing an annual planning budget for the activities of the CSNCFL with approval of the CEO and consistent with the Local Plan and the duties of the LWDB 9. The annual planning budget shall be presented to the Council in May or June of each year prior to the start of the program year based upon the planning numbers provided by DEO. The annual planning budget shall include all non-federal revenues and discretionary grants. There shall be a "true-up" report showing the actual awards and budget vs actual in December or January every year.

- J. Together with the Council negotiating and reaching agreement on local performance indicators with the Governor.
- K. Coordinating the Local Area's workforce investment activities with economic development strategies and developing other employer linkages with such activities.
- L. Developing the Regional Targeted Occupations List.
- M. Ensuring grievance procedures and equal opportunity representation is available and made known to staff, participants, and other interested parties in the local workforce development system.

Section 4.5 - Employment of a Director and Staff

- A. The administrative entity, Alachua County shall staff the Board. The Chief Executive Officer (CEO) shall report to the Board and the Council and shall be responsible to hire sufficient personnel to carry out effective and efficient operations of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantee's providing workforce services.
- B. The Board may recommend to the Council that the CEO be suspended, with or without pay, or may recommend that the Council remove the CEO who serves at the pleasure of the Council.

Section 4.6 - Authority of Individual Board Members

- A. Board members have authority over the affairs of the LWDB 9 only when acting as a Board of Directors legally in session. The Board shall not be bound in any way by any action or statement on the part of any individual Board member except when such statement or action is taken when carrying out specific instructions by the Board.
- B. Members of the LWDB 9 and its Committees may be contacted for comments on NCFWDA, Board or Council matters and/or issues of public interest. Board and Committee members shall direct any such requests to the CSNCFL CEO who is designated as the official spokesperson for the NCFWDA. He/she shall update the Council and LWDB 9 Chairs regarding public comments as appropriate and shall take direction from the Council Chair who may also choose to comment or to have the LWDB 9 Chair comment.

Section 4.7 - Categories of Board Membership

Consistent with criteria defined by the U.S. Department of Labor, WIOA, the State of Florida, and Florida WIA, Board member composition shall be in accordance with the following categories:

- A. Business: These shall be individuals; who are business owners, including small business, chief executives or operating officers, employers or other individuals with optimum policymaking or hiring authority, provide employment opportunities that include high-quality, work relevant training and development in in-demand industry sectors or occupations, and are nominated by business organizations or business trade associations. Business sector representatives shall constitute a minimum of fifty-one percent (51%) of the total Board.
- B. Workforce: These shall be representatives; of local labor organizations nominated by local labor federations, member of a local labor organization or a training director from a joint labor-management apprenticeship program, or if no joint program exists an individual from an apprenticeship program, may include community based organizations that have demonstrated experience and expertise in addressing employment needs of individuals with barriers, including organizations that serve veterans or individuals with disabilities, and out of school youth. Workforce sector representatives shall constitute a minimum of twenty percent (20%) of the total Board.
- C. Education and Training: Representatives shall include; providers administering adult education and literacy activities under WIOA Title II, institutions of higher education providing workforce investment activities, and a private institution of higher education providing workforce investment activities in accordance with FS §445.07.
- D. Government, Economic/Community Development: Representatives of governmental, and economic and community development entities; economic and community development entities serving the Local Area, State Employment office/Wagner-Peyser Act 29 U.S.C. 720 et seq, WIOA Title I of rehabilitation act of 1973, may include agencies representing transportation, housing, public assistance, philanthropic organizations or representatives of entities or individuals as the Council determines to be appropriate.
- E. All Board members shall be individuals with optimum policymaking authority within their organizations, agencies or entities. A representative with "optimum policymaking authority" is an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
- F. An individual may be appointed as a representative of more than one membership category if the individual meets all criteria for such representation. If an individual represents more than one membership area, he or she must be appropriately nominated by the organization or entity he or she will represent in each category and must have optimum policymaking authority within each membership area represented.
- G. To the extent possible nominees shall represent the urban and suburban nature as well as the demographic, ethnic, and gender characteristics reflective of the NCFWDA.

Section 4.8 - Qualifications

Members of the Board shall be U.S. citizens or permanent residents, and residents and registered voters of Alachua or Bradford counties, or if they are business owners the business or an office of the business shall be located in Alachua County or Bradford County, or business representatives must be employed by a business that is located in one of those two counties. The residency and voter registration requirements may be waived, for members of required categories only, at the recommendation of the Council.

Section 4.9 - Financial Disclosure

Each Board member is considered a "public servant" and as such is required to file a statement of financial interests within thirty (30) days of appointment to the Board, and annually thereafter, as well as upon completion of their term on the Board.

Section 4.10 - Compensation

No compensation will be paid to Board members for services performed as members of the Board. Board members may be reimbursed for expenses incurred when traveling on official business of the Board or Council. Reimbursement of expenses must conform to the State's established travel policy.

Section 4.11 - Notification of Vacancies

The Board Chair or the CEO will notify the Council when Board vacancies occur through written correspondence to the Chair of the Council.

### ARTICLE V BOARD MEMBERSHIP

Section 5.1 – Terms of Membership

- A. In accordance with WIOA and Florida WIA, whenever a mandatory seat on the Board must be filled by an individual occupying a specific position in an organization, agency or institution, their term of office shall not expire except and unless the federal or state statute is amended to exclude the position; and
- B. If a Board member resigns prior to his or her term end date, or ceases to represent the category to which they were appointed, in which case they shall be considered as having defacto resigned, the Council shall appoint an individual to fill the seat in accordance with required nomination procedures. Upon appointment, the new member

shall serve the remainder of the unexpired term of the member whose vacancy he or she is filling.

Section 5.2 – Attendance

Three (3) consecutive absences from regularly scheduled Board meetings, without an excuse approved by the Board Chair, shall constitute a de facto resignation of the Board member. Three (3) consecutive absences from regularly scheduled Committee meetings, without an excuse approved by the Committee Chair, shall constitute a de facto resignation from the Committee. De facto resignation from a Committee will not impact the individuals' membership on the Board or membership on other Committees.

Section 5.3 – Resignation of Membership

A Board member may resign his or her membership on the Board at any time by submitting a resignation in writing to the CSNCFL CEO. A resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon receipt of the resignation.

Section 5.4 – Revocation of Membership

The Chair may recommend revocation of Board membership to the CEO for the following reasons:

- A. A member's disability, illness or inability to perform their duties on the Board after conferring with the board member or his/her representative and entering into the ADA approved interactive accommodation discussion to determine whether an accommodation would make it possible for the member to perform their duties;
- B. Alleged unethical or illegal practices or actions, in which instance if the matter is resolved in favor of the member, they would be eligible for reappointment to the Board; or
- C. Failure to carry out duties, responsibilities or functions of a Board member as defined herein.

## ARTICLE VI BOARD OFFICERS

Section 6.1 - Board Officer Positions

- A. The Board Officers shall consist of a Chair, a Vice-Chair, and a Secretary/Treasurer.
- B. The Chair and Vice Chair shall be selected from the private sector members.

Section 6.2 - Nomination and Election of Board Officers

The Officers shall be elected as follows:

- A. A slate of nominees for Officers shall be presented to the Board by an Ad Hoc Nominating Committee appointed by the Chair at the December or January meeting.
- B. The Officers shall take office at the meeting immediately subsequent to their election.

Section 6.3 - Duties of Board Officers

- A. Duties of the Chair shall include:
  - 1. Presiding at all meetings of the Board.
  - 2. Serving as Chair of the Executive Committee.
  - 3. Making all committee Chair appointments subject to these By-laws.
  - 4. Calling special meetings of the Board.
  - 5. Establishing Ad-Hoc Committees as deemed necessary to conduct the business of the Board and make appointments thereto such as but not limited to proposal review committees, governance committee, or nominations committee.
  - 6. Serving as a signatory for LWDB 9 on documents requiring the signature of the Chair.
  - 7. Performing all duties incident to the office of Chair.
- B. Duties of the Vice-Chair shall include:
  - 1. Presiding over meetings of the Board in the absence of the Chair;
  - 2. Serving as a member of the Executive Committee.
  - 3. Serving as a signatory on required documents in the absence of the Chair.
  - 4. Performing all duties incident to the office of Chair in the absence of the Chair.
- C. Duties of the Secretary/Treasurer shall include:
  - 1. Serving as a member of the Executive Committee.
  - 2. Serving as a member of the Finance Committee
  - 3. Performing all duties incident to the office of Treasurer.

#### Section 6.4 – Terms of Board Officers

- A. The term of office for the Board Chair, Vice-Chair, Treasurer and Secretary shall be for one (1) year, from January 1 or the month following the date of the election through December 30.
- B. Board Officers shall serve no more than two (2) consecutive terms of one (1) year each in the same office, if re-elected, provided that the time in office does not exceed the limits of their term of membership on the Board. After two (2) consecutive terms, the Officer shall then step down from their position for a minimum of one (1) year, although they may continue to serve as Board members, or in other offices.

Section 6.5 – Vacancy in One of the Officer Positions

If a vacancy in any office other than the Chair occurs due to the illness, resignation, etc. of the Officer elected, a replacement shall be elected to serve the unexpired term of office at the next regularly scheduled LWDB 9 meeting where a quorum is established. If the office of Chair becomes vacant, the Vice-Chair will assume the office of Chair for the remainder of the unexpired term. The office of Vice-Chair will then be filled in the manner in which the Vice Chair was elected.

## ARTICLE VII BOARD COMMITTEES

Section 7.1 – Standing Committees

- A. Standing Committees shall be the Executive Committee, the One-Stop Adult/Dislocated Worker Performance Committee, The Youth Committee, and the Finance Committee.
- B. The Council may create, expand or combine Standing Committees as determined necessary for the efficient operation of the LWDA 9. The LWDA 9 may initiate creating, expanding or combining Standing Committees by providing recommendations for Council consideration and approval.

Section 7.2 – Ad Hoc Committees

The Chair may appoint Ad Hoc Committees as determined necessary.

Section 7.3 – General Guidelines of Committee Membership

- A. All Board members shall be required to serve on at least one (1) Standing Committee;
- B. All committees shall be chaired by a Board member appointed by the Board Chair. The Chairs of the One-Stop and Youth Committees may appoint Board and non-Board

members deemed appropriate to serve on these committees. Board members shall comprise a majority of each committee; and

Section 7.4 - Terms of Executive Committee Members and Committee Chairs

The term of office for Committee Chairs shall be one (1) year. After two (2) consecutive terms, Committee Chair shall step down from their position for a minimum of one (1) year, although they may continue to serve as Board and Committee members.

Section 7.5 – Executive Committee Membership, Duties and Responsibilities

- A. The Executive Committee shall be chaired by the Board Chair and shall consist of the Board Chair, Vice-Chair, Treasurer/Secretary, Chairs of the Standing Committees, and the Immediate Past Chair.
- B. The Executive Committee shall also be responsible for:
  - 1. Reviewing and recommending for Council approval the CEO's performance evaluation and compensation.
  - Reviewing and overseeing the CEO's succession plan to ensure continuity of leadership and uninterrupted delivery of services during the time needed to select a new CEO, including recommending for Council approval the selection of an Interim CEO.
  - 3. Reviewing matters that come before the entire Board and recommending them for approval to the full Board.
  - 4. Serving as the compensation committee when necessary to approve personnel policies which shall be aligned with that of Alachua County to the extent possible, and employee salary and benefits plans from time to time.
  - 5. Reviewing and recommending for Board approval policies ensuring employees meet the necessary WIOA training requirements.

Section 7.6 – One Stop and Performance Committee

The One-Stop and Performance Committee's general responsibilities shall include, but not be limited to:

- A. Reviewing and recommending for Board approval the services and programs being delivered to employers and job seekers.
- B. Reviewing and recommending for Board approval eligible training provider applications, termination, and other actions pertaining to training vendors.
- C. Reviewing and recommending for Board approval, and maintaining, the Regional Targeted Occupations List.
- D. Reviewing and recommending for Board approval partnerships with economic development organizations and other business associations in accordance with the NCFWDA strategic plan.
- E. Providing recommendations with respect to matters relating to the one-stop delivery system.
- F. Providing recommendations with respect to making the one stop system accessible so as to provide better service individuals with disabilities.
- G. Providing recommendations regarding the coordination of one-stop partner services.
- H. Providing oversight and recommendations for performance improvement including a review of CSNCFL attainment of state negotiated performance measures.
- I. Making recommendations related to the identification of targeted business sectors.

Section 7.7 – Youth Committee Membership, Duties and Responsibilities

The Youth Committee's membership and responsibilities shall include, but not be limited to:

- A. Members in addition to Board members who shall be in the majority and Chair the committee include members of community-based organizations who provide services to eligible youth, and other individuals with appropriate expertise and experience.
- B. Reviewing and recommending for Board approval youth service providers.
- C. Reviewing the plans and services of other agencies and one-stop partners relating to improving coordination of services to youth.
- D. Reviewing the performance reports relating to youth services and considering recommendations based upon the reported performance.
- E. Working with other community partners to solicit grant opportunities as a means of increasing overall youth workforce development services.

Section 7.8 – Finance and Audit Committee Membership, Duties and Responsibilities

The Finance Committee shall be chaired by the Secretary/Treasurer. The Finance Committee's general responsibilities shall include, but not be limited to:

- A. Providing oversight of the fiscal affairs of the Corporation to ensure fiscal integrity and accountability of all funds.
- B. Reviewing and recommending for Board approval the CSNCF annual planning budget. The annual planning budget shall be based upon the planning numbers provided by DEO and shall include all non-federal revenues and discretionary grants.
- C. Reviewing and recommending for Board approval all modifications to the budget.
- D. Reviewing and recommending for Board approval the annual IRS Form 990 submission.
- E. Reviewing and recommending for Board approval the selection of an audit firm, if it is not Alachua County's audit firm, which shall be responsible for performing the annual financial audit.
- F. Review of the annual Audit Report which shall first be presented to the Finance and Audit Committee and then to the full Board for approval.
- G. Reviewing all internal and external monitoring reports including corrective action as required by findings or observations, if any.
- H. Reviewing and recommending for Board approval the acceptance of donations.

Section 7.9 - The Ad Hoc Nominating Committee Membership, Duties and Responsibilities

The Board Chair shall appoint the Chair and members of the Nominating Committee from among the membership of the Board. This committee shall consist of no less than three (3) and no more than five (5) members.

The Nominating Committee's general responsibilities shall include, but not be limited to:

- A. Meeting prior to the Board's Annual Meeting to identify and select a slate of Officers to be presented to the Board at the Annual Meeting.
- B. Reviewing Board members' attendance, participation, and length of service in developing a slate of Officers.
- C. Presenting a slate of Officers to the Board at the Annual Board meeting. Prior to voting on the slate of Officers nominations shall be accepted from the floor.

## ARTICLE VIII MEETINGS

Section 8.1 – Meeting Frequency, Location, Notices, Minutes, Participation and Parliamentary Procedures

- A. The Board and Committees of the Board shall meet on a regularly scheduled basis as deemed necessary and appropriate to carry out the responsibilities of the Board or Committee. A calendar of the meetings shall be presented to the Board each year at its annual meeting. The Executive Committee shall meet in the week preceding that of the Board Meeting.
- B. Meetings of the Board and Committees of the Board shall be held at locations determined by the CSNCF CEO.
- C. The CSNCFL CEO or their designee shall publish notices of all Board and Committee meetings in accordance with Florida law and shall posting on the CSNCFL website and shall send notice of meetings and the Agenda via email or any other electronic means, at least five (5) calendar days in advance of the Board meetings and three (3) days in advance of a Committee meeting. These notices shall contain the meeting date, time, location, and identify the agenda items.
- D. Special meetings of the Board or Executive Committee may be called at any time by the Board Chair. Notice of special meetings shall be posted three (3) calendar days in advance. These notices shall contain the meeting date, time, location, and identify the purpose of the meeting.
- E. The public shall be informed of all meetings of the Board and Committees of the Board through notices which shall state the meeting date, time, location and purpose.
- F. Written minutes shall be kept of all Board and Committee meetings. Written minutes shall be reviewed and approved at the next Board or Committee meeting as appropriate. The official minutes of meetings of the Board and Committees of the Board are public record and shall be open to inspection by the public. Minutes shall be kept on file by the at the CSNCFL administrative office as the record of the official actions of the Board or Committee and shall be posted on the CSNCFL website.
- G. All Board and Committee meetings shall be conducted in accordance with the "sunshine provision" of WIOA and Florida's Government-in-the-Sunshine Act. Conducting business in an open manner includes but is not limited to meetings open to the public, posting of the LWDB 9 By-Laws, publicly noticing all Board and Committee meetings, and posting of all Board and Committee meeting minutes.
- H. The Board may allow members to participate in Board and Committee meetings by the use of technology, such as telephone and web-based meetings, to promote member

participation, provided that same access be made available to the public and it allows all persons participating in the meeting to hear each other.

Section 8.2 – Participation in Meetings

Participation in Board and Executive Committee meetings shall be limited to members of the Board, Committees of the Board and staff. A time shall be set on the agenda for the receipt of public comment to allow input or comment from any member of the public.

Section 8.3 – Parliamentary Procedures

When parliamentary procedures are not covered by these By-laws, Robert's Rules of Order, as revised, shall prevail.

## ARTICLE IX QUORUM, VOTING, CONFLICT OF INTEREST, AND RELATED PARTY CONTRACTS

Section 9.1 – Quorum

A quorum is required to conduct official business of the Board and Committees of the Board.

- A. A quorum of the Board shall consist of fifty percent (50%) of the actual appointed Board membership.
- B. No quorum shall be required for meetings of Committees however at least three (3) members must be present including the chair in order to conduct business.
- C. Board and Committee members participating by the use of technology, such as telephone and web-based meetings, will be included as part of the quorum as a quorum does not have to be physically present to conduct business.

Section 9.2 – Voting

- A. Any action that may be taken by the Board or a Committee shall be considered the act of the Board or Committee only if the action is taken by an affirmative vote of the majority of the members in attendance at a meeting where a quorum has been established if required.
- B. Each member of the Board or Committee shall have one (1) vote when present at a Board or Committee meeting, whether attending in person or by telephone or other type of communication technology.

- C. After consideration of the flexibility allowed by WIOA it has been determined that members may not vote by proxy as members may attend meetings virtually, via Zoom, meeting software program and by phone further members who do not attend meetings are subject to removal as provided herein. Neither Board nor Committee members may delegate his or her voting power to a representative, to enable a vote in absence, regardless of whether the representative is another Board or Committee member.
- D. Voting privileges of non-Board members selected to serve on a Committee are limited to that Committee.
- E. A member of the Board or Committee, who is present, either in person or by telephone or other type of communication technology, at a meeting of the Board or Committee at which action on any matter is taken shall vote on all said actions or matters. Every vote shall be declared and entered in the minutes of the meeting except as provided below in the case of conflict of interest.
- F. A Board member acting as presiding Officer at a meeting of the Board or a Committee shall be entitled to vote on the same basis as if not acting as the presiding Officer.

Section 9.3 – Conflict of Interest

When an issue presents a possible or perceived conflict of interest to a Board or Committee member, said member shall disclose the conflict of interest, abstain from voting, and refrain from participating in any discussion with respect to that issue. A conflict of interest is any matter which has a direct bearing on services to be provided by that member or any entity which such member represents, or any matter which would financially benefit such member or any entity such member represents.

Section 9.4 – Related Party Contracts

Related party contracts shall require a two-third (2/3<sup>rd</sup>) affirmative vote of the quorum in attendance at the Board meeting and shall be reported to DEO in accordance with their policy. A related party contract is any contract made between CSNCFL and Board members or an entity which that Board member represents. Related party contracts, for other than training, are prohibited.

### ARTICLE X AMENDMENTS

Section 10.1 – Amendments

These By-laws may be amended or replaced only with Council approval. The Board may initiate or support this process by providing recommendations for amendment or replacement for Council consideration and approval.

Section 10.2 – Recommendations for Amendments

The Board may recommend to the Council these By-laws be amended or replaced by an affirmative vote of two-third (2/3<sup>rd</sup>) of the membership of the Board, after notice, which shall specify or summarize the changes proposed to be made. Such notice shall be made no less than five (5) calendar days prior to the meeting at which such amendment or replacement is considered.

### ARTICLE XI GENERAL PROVISIONS

Section 11.1 – General Provisions

Nothing in these By-laws shall be construed to take precedence over federal, state or local laws or regulations, or to constrain the rights or obligations or the units of government of the local elected officials party to the Interlocal Agreement.

## ARTICLE XII INDEMNIFICATION

Section 12.1 – Indemnification of Board Members

The LWDB 9 shall indemnify any Board Officer, Board member, or staff person, or former Board Officer, Board member, or staff person, for expenses actually and reasonably incurred by him or her in connection with the defense of any action, suit or proceeding, civil or criminal, in which he or she is made a party by reason of being or having been a Board Officer, Board member, or staff person, except in relation to matters in which he or she was adjudicated, in the action, suit or proceeding, to be liable for negligence or misconduct in the performance of his or her duties.

Section 12.2 - Rights to Indemnification

The right to indemnification under this Article is only available to the extent that the power to indemnify is lawful and to the extent that the person to be indemnified is lawful and to the extent that the person to be indemnified is not insured or otherwise indemnified.

Section 12.3 – Indemnification Insurance

CSNCFL shall purchase and maintain insurance sufficient to meet this Article's indemnification requirements.

### ARTICLE XIII FISCAL YEAR

Section 13.1 - Fiscal Year

The fiscal year of LWDB 9 shall be October 1st through September 30th.

## ARTICLE XIV DISSOLUTION

Section 14.1 - Dissolution

Upon the dissolution of the North Central Florida Workforce Development Board, Inc., the Officers shall, after paying or making provision for the payment of all the liabilities of the North Central Florida Workforce Development Board, Inc., dispose of the remaining assets of the board by returning them to the U.S. Department of Labor, the state designee, the governmental units of the workforce development area or, if the U.S. Department of Labor and state designee agrees, giving those assets to local charitable, educational, religious, or scientific purpose organizations which at the time qualify as a Section 501(c)3 non-profit organization under the Internal Revenue Code.

#### ARTICLE XV ENACTMENT PROVISION

Section 15.1 - Enactment Provision

Pursuant to 20 C.F.R. 679.310(9), these By-laws shall become effective upon approval by the Council.

These amended By-Laws were adopted as of this  $3\overline{\partial^{L}}$  day of November.

OFFICIAL SIGNATURE

Chief Executive Officer



## **Process for Appointment**

While the interlocal agreement between the counties assigns the appointment of local board members to the elected officials it does not specify the nomination process. To be in compliance with this requirement, which is now also specified as a requirement in the Master Agreement between DEO and CSNCFL below, is a recommended process for consideration. It incorporates elements similar to those employed in other areas.

- 1. The NCFWDB Chair or the DCWDC Chair appoints an Ad Hoc Nominations Committee of NCFWDB and/or DCWDC members.
- For Private Sector Vacancies the CSNCFL Executive Director prepares a spreadsheet, based on the targeted occupations in-demand list (TOL) showing which occupations, sectors or emerging industries are not represented on the NCFWDB.
  - a. The spreadsheet is circulated to the DCWDC, the NCFWDB, the Chambers and Business Associations for recommendations of individuals representing those TOL areas.
  - b. Names are submitted by those organizations to the CSNCFL Executive Director who inserts them into the spread sheet.
  - c. The CSNCFL Director identifies any known conflicts that proposed nominees may have and notes it on the spread sheet.
  - d. The spreadsheet with the names, job titles, employer, occupational area, demographics and any notes, is submitted to the Ad Hoc Nominations Committee.
- 3. For non-private sector vacancies, the CSNCFL Director approaches organizations representing the targeted populations to be served under WIOA avoiding those entities which may have a conflict of interest. The names are placed on the spread sheet along with the individuals' job title, employer, category of membership, demographics and any known conflicts.
- 4. The spreadsheet with the names organized by TOL for the private sector nominees and by nominating organization for the non-private sector nominees is submitted to the Ad Hoc Nominations Committee.



- 5. A publicly noticed meeting of the Ad Hoc Nominations Committee is held. The Committee reviews the names submitted and identifies 2 names, if possible, for every vacancy. In making the recommendation the Committee shall take into consideration members who will represent the composition of the population within the dual county area.
- 6. The Ad Hoc Nominations Committee shall avoid recommending the appointment of members who will have recurring conflicts of interest.
- 7. The CSNCFL Executive Director calls the individuals to assure they are willing to serve on the board.
- 8. The CSNCFL Executive Director submits the private sector names to a business organization so they may be nominated per WIOA and obtains written nominations from the organizations representing the non-private sector members.
- 9. The prospective names are then submitted to the DCWDC for appointment. Following the appointments assigned by the inter-local agreement, the additional members in excess of 19 members shall be appointed by the DCWDC by a simple majority vote at a publicly noticed meeting.
- 10. Once appointed to the NCFWDB, members can be reappointed without needing to be re-nominated, but their names will need to be resubmitted to the DCWDC for reappointment.
- 11. Often, By-Laws provide that members continue to serve, even if their terms expire until a successor is appointed or they resign so that the board does not fall out of compliance. This is not currently the case with our By-Laws. We can pursue this amendment to the By-Laws in the future.
- 12. When individuals are appointed to an existing vacancy they will assume the term of the vacated seat. New appointments shall be appointed to staggered terms.
- 13. Regardless of the appointment process, all members of the NCFWDB serve at the pleasure of the DCWDC, which may remove members at any time, with or without cause.

RECORDED IN OFFICIAL RECORDS INSTRUMENT # 3348417 24 PG(S) June 29, 2021 09:41:43 AM Book 4905 Page 1983 J.K. JESS IRBY, ESQ. Clerk Of Court ALACHUA COUNTY, Florida

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#### SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING LOCAL WORKFORCE DEVELOPMENT AREA 9

THIS SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to the authority of section 163.01, Florida Statutes, 29 USCS §3101 - §3361, United States Public Law 113-128 the Workforce Innovation and Opportunities Act, and Chapter 445, Florida Statutes, by and between Alachua County, a charter county and a political subdivision of the State of Florida, and Bradford County, a political subdivision of the State of Florida, (hereinafter, Alachua County and Bradford County are collectively referred to herein as the "Parties" or individually as a "Party").

WHEREAS, Alachua County and Bradford County comprise a workforce development area for the North Central Florida ("NCFWDA") under the Workforce Innovation and Opportunity Act of 2014, United States Public Law 113 - 128 ("WIOA"); and

WHEREAS, WIOA requires that where a workforce development area is comprised of more than unit of local government, those governmental units must enter into an agreement that specifies the respective roles of the individual chief elected officials of each general purpose unit of government; and

WHEREAS, the Parties previously entered into that certain interlocal agreement executed by the Parties on November 9, 2016 (the "November 9, 2016 Interlocal Agreement"), for the purpose of establishing a multi-jurisdictional arrangement to carry out the individual responsibilities of each Party under WIOA; and

WHEREAS, in April 2020, the Parties also previously entered into that certain Amended and Restated Interlocal Agreement (the "April 2020 Interlocal Agreement"), which is recorded in the Official Records of Alachua County, Florida in O.R Book 4771 Page 1427, and which amended and restated the November 9, 2016 Interlocal Agreement; and

WHEREAS, pursuant to the provisions of WIOA and sections 163.01, 445.003 and 445.007, Florida Statutes, the Parties desire to amend and restate the April 2020 Interlocal Agreement, as more particularly described in this Agreement; and

WHEREAS, the section 163.01, Florida Statutes, provides for local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage to provide services and facilities pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities through an interlocal agreement; and

WHEREAS, it is the desire of the Parties to state the powers to be exercised under this Agreement and the method by which the Parties to this Agreement will accomplish the purpose under this Agreement and the manner in which the powers will be exercised; and

WHEREAS, the Parties desire to amend and restate the April 2020 Interlocal Agreement with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and the conditions herein set forth, and pursuant to section 163.01, Florida Statutes, the Parties agree as follows:

#### 1. Definitions.

- A. "Administrative Entity" means the staff of Alachua County serving in its capacity as the administrative entity to CSNCFL, which includes serving as staff to the Council and LWDB 9, performing the duties and responsibilities of CSNCFL Director, and providing other services to CSNCFL as more particularly described in this Agreement.
- B. "Agreement" means this Second Amended and Restated Interlocal Agreement, including any amendments or supplements hereto executed and delivered in accordance with the terms hereof.
- C. "Attorney" means the chief legal officer of CSNCF referenced in Section 12 hereof.
- D. "CSNCFL" and "CareerSource NCFL" means CareerSource North Central Florida, which refers to the Council, LWDB 9, their career centers, and the

Administrative Entity in accordance with the *Brand Standards Manual* dated August 2015 adopted and published by CareerSource Florida.

- E. "CSNCFL Director" means the Alachua County employee selected by the Alachua County Manager to assist LWDB 9 in carrying out the functions described in 29 USCS §3122(d) and to also assist the Council in carrying out its functions as set forth in this Agreement, and as more specifically referenced in Section 9 hereof.
- F. "CLEO" means the Chief Local Elected Officials designated in Section 5 hereof, who are also referred to in WIOA as the chief elected official.
- G. "Council" means the Dual County Workforce Development Council referenced in Section 5 hereof.

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- H. "EOO" means the Equal Opportunity Officer referenced in Section 11 hereof.
- "Fiscal Agent" means the Administrative Entity, which is herein designated with the responsibilities and functions as referenced in Section 10 hereof, including those described in 20 CFR 679.420(b).
- J. "LWDB 9" means Local Workforce Development Board 9, which is the local workforce development board for the NCFWDA, to be comprised of members appointed by the Council in accordance with Section 14 hereof.
- K. "NCFWDA" means the North Central Florida Workforce Development Area consisting of the geographic boundaries of Alachua County and Bradford County, whose boundaries are contained in the legal descriptions found in Chapter 7, Florida Statutes, and designated by the Governor of the State of Florida as a local area pursuant to 29 USCS §3121; also known as Local Workforce Development Area 9 or "LWDA 9".
- L. "State" means the State of Florida.
- M. Except as otherwise expressly provided herein, the definitions set forth in 29 USCS §3102 are hereby adopted and incorporated by reference herein.

#### 2. Purpose.

The purpose of this Agreement is to establish the authorities and responsibilities between the Parties required for the implementation of programs and services in accordance with WIOA and such other workforce federal, state, and other nongovernmental grants and revenues which may be awarded to any entities created under this Agreement and to assure compliance with the rules and regulations applicable to such grants and awards. Upon the Effective Date hereof, this Agreement shall amend, restate and supersede, in its entirety, the April 2020 Interlocal Agreement.

#### 3. Identification of the Parties to this Agreement.

Each Party to this Agreement is a county of the State and, as such, is a general purpose political subdivision of the State. The Parties are more particularly identified as follows:

Board of County Commissioners Alachua County, Florida 12 SE 1<sup>st</sup> Street 2<sup>nd</sup> Floor Gainesville, FL 326012

Board of County Commissioners Bradford County, Florida P.O. Drawer B Starke, FL 32091

#### 4. Geographical Area to be Served by this Agreement.

The geographical area to be served by this this Agreement is the entire geographical areas of Alachua County and Bradford County, each of which are legally described in Charter 7, Florida Statutes, which legal descriptions are incorporated herein by reference.

#### 5. Creation of a Dual County Workforce Development Council.

- A. There is hereby created a Dual County Workforce Development Council ("Council") for the purpose of collectively carrying out the Parties responsibilities under WIOA. The Council shall consist of four members comprised of the Chair of the Bradford County Board of County Commissioners, the Chair of the Alachua County Board of County Commissioners, and two addition Alachua County Commissioners to be appointed by the Chair of the Alachua County Board of County Commissioners. The members of the Council may not appoint proxies to serve on their behalf. New appointments shall be made when necessary to fill vacancies.
- B. The Council shall make all policy decisions for the NCFWDA except those which must be made in partnership with LWDB 9 pursuant to the authorizing

legislation under which grants are made available and awarded to CSNCFL.

- C. In addition to any other powers granted to the Council by this Agreement, the Council shall have the following powers:
  - To apply for and accept grants, loans, and subsidies from any governmental entity for the purposes of workforce development, and to comply with all requirements and conditions imposed in connection therewith;
  - Adopt procedures and administrative rules to effectively carry out the Council's policies and decisions in a manner that does not conflict with applicable federal and State rules and policies;
  - c. To make and enter into contracts or other instruments necessary or convenient to exercise its powers;
  - d. To enter into agreements with other governmental entities within or outside the boundaries of NCWFDA for joint performance, or performance by one unit on behalf of the other, any of either entity's authorized functions;
  - To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, subject to compliance with all applicable federal and State statutes and regulations;
  - f. To sue and be sued in its own name, and to retain special counsel;
  - g. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to the Agreement;
  - To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of CSNCFL or any of its contractors, to carry out any of the purposes authorized by this Agreement;
  - i. To approve Memorandum of Understanding (MOU) between the Administrative Entity and one-stop partners;
  - j. To approve CSNCFL's budget;
  - k. To provide oversight and guidance to CSNCFL;
  - I. To ensure that the Administrative Entity complies with all single audit

requirements including 2 CRF 200 Part F and 218.39, Florida Statutes;

- m. To determine the manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by CSNCFL;
- n. To determine the manner in which any fee for service income, unrestricted income or surplus funds may be expended, provided that:
  - Surplus funds that constitute carry over moneys from one grant year to the next, shall be expended in accordance with USDOL or State statutes and regulations;
  - ii. Surplus funds that constitute program income as defined by Federal or State regulations shall be expended in accordance with applicable statutes and regulations;
  - iii. Any other surplus funds which do not have to be expended as per subparagraphs i. and ii. above, or do not have to be expended in the furtherance of programs, shall be expended in any manner that would further the public interest as it relates to workforce development, or may be used to repay the debts of the Council. The decision as to how the expenditures shall be made shall be done at a public meeting of the Council by motion and majority vote of the Council;
- o. To authorize the CSNCFL Director to enter into and approve Incumbent Worker Training, individual employer OJT agreements, work experience including transitional work experience and community work experience, National Dislocated Worker Emergency Grants for Temporary Worker worksite agreements, and customized training or to delegate such responsibilities to a provider approved by the Council and LWDB 9 for the provision of such services in accordance with policies to be established by the Council, LWDB 9 or the CSNCFL Director, as appropriate;
- p. To authorize the CSNCFL Director to negotiate, enter into and execute contracts and issue purchase orders following approval of the Council and LWDB 9, as appropriate;
- q. To authorize the CSNCFL Director to enter into contracts and make purchases in accordance with the procurement and purchasing guidelines approved as part of the CSNCFL Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space;

- r. To authorize the CSNCFL Director to draft rules, policies and procedures to be approved by the Council upon recommendation of LWDB 9;
- s. To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Agreement; and
- t. To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileged, immunities and exemptions accorded to the counties of the State under the provisions of the constitution and laws of the State.
- D. The Chair of Alachua County Board of County Commissioners shall serve as the Chair of the Council and is designated as the CLEO for Alachua County.
- E. The Chair of the Bradford County Board of County Commissioners shall serve as the Vice Chair of the Council and is designated as the CLEO for Bradford County.
- F. In the absence of the Chair of the Council, the Vice Chair of the Council shall act in his or her stead.
- G. The Chair of the Council, or in the Chair's absence the Vice Chair of the Council, is authorized to sign such documents requiring the signature of the Chair of the Council; except where documents are required to be approved by the Council prior to execution, they shall first be presented and approved by the Council at a meeting held in accordance with Chapter 286, Florida Statutes, and §445.007(1), Florida Statutes.
- H. The Council shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it under WIOA, other Workforce Development or Welfare Legislation, or other grants by or through other federal, State or local sources. Additionally, the Council is authorized to accept any other grants in aid or assistance funds from the United States Governments or to accept appropriations from any of the Parties, or any other organization or person, including the acceptance of gifts, grants or bequests whether it be in the form of tangible or intangible property. No funds will be required from the treasuries of the Parties; it being the intent hereof that all funding of the workforce development initiatives and the Council be accomplished by grants and funds available pursuant to workforce development initiative programs, including but not necessarily limited to WIOA, WTP and any other State and federal grants or other funding. Nothing set forth herein shall be deemed to prohibit a Party from voluntarily providing funding for said programs and the

costs incidental to the operation of said programs, including but not limited to the costs of CSNCFL. The funding of workforce initiatives referenced above are meant to encompass administrative personnel cost and administrative nonpersonnel costs, and program personnel cost and program non-personnel costs.

 Council members may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, State and local policies.

#### 6. Meetings of the Council.

- A. All meetings of the Council shall be subject to the Chapter 286, Florida Statutes, and §445.007(1), Florida Statutes.
- B. The Chair shall preside over meetings of the Council.
- C. A quorum at any Council meeting shall consist of at least three (3) members of the Council.
  - D. Items coming before the Council shall require the affirmative vote of at least three (3) of the Four (4) members.
- E. Matters coming before the Council may be approved by motion and shall not require a formal Resolution.
  - F. The Council may schedule and meet jointly with LWDB 9. Each entity shall separately vote on matters solely within their purview. Meetings of the Council and meetings of LWDB 9, whether held individually or jointly, shall not conflict with public meetings schedule by the Alachua County Board of County Commissioners or the Bradford County Board of County Commissioners.

#### 7. Designation of the Grant Recipient, Subrecipient and Assignment of Liability and Title to Personal and Real Property.

- A. The Chair of the Council is authorized to request designation and subsequent designations of the NCFWDA from the Governor of the State.
- B. The Council shall be the grant recipient for grants awarded to the NCFWDA.

- C. The Parties shall be liable for grant funds awarded to the Council or to CSNCFL as follows:
  - a. Alachua County shall bear the liability for 75% of the grant funds received.
  - b. Bradford County shall bear the liability for 25% of the grant funds received.
  - c. The allocation of liability set forth in Section 7.C. hereof shall be applicable only to grant funds awarded to NCFWDA on or after the Effective Date of the April 2020 Interlocal Agreement.
- D. To the extent allowed by applicable law, Alachua County, in its capacity as the Administrative Entity for CSNCFL, shall be a subrecipient for all grant funding awarded to the Council or LWDB 9, from every source whatsoever.
- E. The Parties and the Council hereby approve, ratify and affirm the Contract by and Between Alachua County and the Alachua/Bradford Local Workforce Development Board for the Creation, Funding and Administration of an Imprest Account dated December 10, 2019, as amended by the First Amendment thereto dated January 16, 2020 (hereinafter, the "Short Term Financing Contract"). The Council agrees to honor the Short Term Financing Contract and to honor all requests from Alachua County in accordance with the terms and conditions of the Short Term Financing Contract.
- F. It is the intent of the Parties to this Agreement that initiatives, strategies, and programs that will further the purposes of this Agreement, and which will be implemented as a result of this Agreement, be funded through formula and discretionary workforce and other grants awarded to the Council, LWDB 9 or to the Administrative Entity.
- G. The Council shall be responsible for deciding on a course of action or defense in the event of a misuse or other loss related to funds awarded to the Council, or the Administrative Entity on or after the Effective Date of the April 2020 Interlocal Agreement.
- H. To the extent that insurance is commercially available, CSNCFL shall purchase insurance to indemnify the Council and LWDB 9 (collectively, the "Insureds"), from all claims, damages, liability and losses that the Insureds may individually or collectively incur due to the operation of WIOA or other federal or state workforce development programs, including but not limited to claims or findings of: (i) misuse of grant funds, (ii) disallowed costs, or (iii) other losses related to funds awarded to the Council and LWDB 9. To the extent that it is commercially available, said insurance shall waive rights to subrogate against the Council,

LWDB 9, Bradford County and Alachua County.

 Title to supplies, equipment, property real and personal, including computers, technology and software, as well as administrative, fiscal and program records, purchased with grant funds awarded to the Council, LWDB 9 or the Administrative Entity, shall vest in Alachua County. In the event of the termination of this Agreement, title to the items listed herein shall vest proportionately 75% / 25%, respectively, in Alachua County and Bradford County, except that each Party shall be entitled to a full copy of all public records.

#### 8. The Administrative Entity for CSNCFL.

- A. The administrative entity created by the April 2020 Interlocal Agreement (the "Current A/E") shall continue to serve as the administrative entity of the Council and LWDB 9 until 11:59 pm on June 30, 2021, at which time the Current A/E shall cease providing administrative services to the Council and LWDB 9. Commencing at 12:00 am on July 1, 2021, the Administrative Entity shall commence providing administrative entity services to the Council and LWDB 9. The Council, LWDB 9, their career centers, and the Administrative Entity shall still collectively be known as CareerSource North Central Florida, and also as CareerSource NCFL and CSNCFL, in accordance with the *Brand Standards Manual* dated August 2015 adopted and published by CareerSource Florida.
- B. Pursuant to and in accordance with §163.01(6), Florida Statutes, and commencing at 12:00 am on July 1, 2021, the Parties hereby designate Alachua County staff to serve as the Administrative Entity for CSNCFL and to perform the following responsibilities: (i) serve as staff to the Council; (ii) serve as staff to LWDB 9; (iii) execute the duties and responsibilities associated with being administrative entity to a local workforce development board; (iv) provide One-Stop Career Services; and (v) implement the grants awarded to the Council, LWDB 9, and Alachua County in its capacity as the Administrative Entity for CSNCFL.
- C. The Administrative Entity shall implement the policies, decisions, actions and directives of the Council and LWDB 9 under the supervision and direction of the CSNCFL Director.
- D. The Administrative Entity shall use reasonable efforts, in accordance with all applicable Federal and State laws, to hire the employees of the Current A/E, and the employees of Dynamic Workforce Solutions ("DWS") that will lose their employment with DWS when DWS's current Sub-Grant Recipient Agreement with CSNCFL expires on June 30, 2021 ("DWS Employees"); provided that said

employees qualify for employment with Alachua County pursuant to Alachua County's employment policies. The employees of the Current A/E and the DWS Employees that are hired by Alachua County shall be probationary employees of Alachua County for their first year of employment with Alachua County, and shall be subject to all policies and procedures of Alachua County. The Administrative Entity shall have the authority to hire additional W-2 employees and 1099 contractors that are necessary or convenient to perform the duties and responsibilities of Administrative Entity as set forth herein. The personnel and non-personnel costs incurred by Alachua County to perform the function of Administrative Entity shall be funded by the workforce grants awarded to the Council, LWDB 9 and Alachua County in its capacity as the administrative entity to CSNCFL.

- E. The CSNCFL Director is authorized to execute all documents that are preapproved by the Attorney and necessary to assign, or otherwise transfer, purchase orders and contracts from the Current A/E to the Administrative Entity, provided that the substantive terms and conditions of said agreements remain unchanged.
- F. The purpose of Administrative Entity shall be to assist the Council and LWDB 9 in carrying out their respective functions under WIOA and this Agreement, and to operate and implement workforce and welfare programs, as well as related programs, in accordance with the policies and directions of the Council and LWDB 9. In addition, the Administrative Entity shall:
  - a. Pursuant to Section 7.D., serve as the subrecipient for all grant funds awarded to the Council.
  - b. Manage and administer all contracts approved by the Council or LWDB 9, and, in the sole discretion of the Council, may be designated as the real party of interest to all such contracts approved by the Council or LWDB 9.
- G. The CSNCFL Director, on behalf of CSNCFL, is authorized to accept gifts, grants, assistance funds and bequests to further the purposes of this Agreement.
- H. The CSNCFL Director, on behalf of CSNCFL, is authorized to make of claims for federal or state aid payable to CSNCFL or several participants on account of the execution of this Agreement.
- I. To the extent allowed by applicable Federal and State law, and to the extend allowed by the applicable grants awarded to the CSNCFL, Alachua County shall be entitled to payment for all actual eligible and allowable costs associated

with for providing Administrative Entity services pursuant to this Agreement.

J. The Administrative Entity, as a charter county and a political subdivision of the state of Florida, shall enjoy the sovereign immunity it possesses in its own right and also as set forth in Section 19.B. hereof. Nothing contained herein constitutes a waiver by Alachua County of sovereign immunity or the provisions or limits of liability set forth in §768.28, Florida Statutes.

#### 9. Designation and Responsibilities of the CSNCFL Director.

- A. The CSNCFL Director shall be the chief executive officer of the Council and LWDB 9 and, as such, shall implement the policies, decisions, actions and directives of the Council and LWDB 9.
- B. As set forth above in Section 8, Alachua County has hired, or will use reasonable efforts to hire, the CEO of the Current A/E to serve as the CSNCFL Director.

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- C. The CSNCFL Director shall be a W-2 employee of Alachua County Staff. As an employee of Alachua County, the CSNCFL Director may have a different job title or employee classification within the Alachua County employment system, but the employee designated as the CSNCFL Director shall have all of the duties and responsibility of the CSNCFL Director as set forth herein. The CSNCFL Director shall serve at the pleasure of the Council. Notwithstanding the Council's ability to remove the person designated to serve as the CSNCFL Director from the position of CSNCFL Director, the Council shall not have the authority to suspend or terminate the CSNCFL Director's employment with Alachua County. All employment decisions regarding the CSNCFL Director, as well as all other employees of the Administrative Entity, shall rest solely with the Alachua County Manager or her designee.
- D. The CSNCFL Director's salary, including bonuses, if any, shall not exceed the Federal Executive Level II Salary under 5 USCS §5313, and shall be determined by the Alachua County Manager.
- E. The CSNCFL Director shall report directly to the Council and the Alachua County Manager or her designee.
- F. LWDB 9 shall develop an evaluation instrument to review the performance of the CSNCFL Director.
  - a. The LWDB 9 Executive Committee shall use the evaluation instrument and

review the performance of the CSNCFL Director annually in December or January of each State fiscal year.

- b. The LWDB 9 Executive Committee's performance review of the CSNCFL Director shall be presented to the Council at a joint meeting of the Council and the Executive Committee. The Council shall forward the performance review to the Alachua County Manager. The Alachua County Manager shall consider the performance review during the Alachua County Manager's annual employee evaluation of the CSNCFL Director.
- G. It shall be the responsibility of the CSNCFL Director to develop an annual budget for all CSNCFL funds with the assistance of the Alachua County Office of Management and Budget staff. The budget shall be submitted for the approval of the Council and LWDB 9 at a joint meeting to be held in April, May or June of each WIOA program year.
  - a. The budget shall be divided minimally into the following categories and shall include detail with respect to other categories at the request of the Council or LWDB 9:
    - i. Administrative staff and benefits including fiscal staff;
    - ii. The infrastructure and operating costs of the one-stop system;
    - iii. One Stop WIOA Title I adult, dislocated worker and youth costs;
    - iv. Welfare Transition Program Funds;
    - State allocated one-stop partner allocations for Wagner-Peyser Training Adjustment Act, Veterans Programs, Supplemental Nutrition Assistance Program funds, or such other partner program funds awarded by the State;
    - vi. Participant training costs;
    - vii. Contracted services;
    - viii.Participant support services costs;
    - ix. Youth service costs including funds set aside for out of school youth and provider costs;
    - x. Administration/indirect costs/overhead; and

xi. Discretionary grants by grant.

- b. The budget developed shall invest the resources of the Council and CSNCFL so as to result in the attainment of the performance measures negotiated with the Department of Economic Opportunity and CareerSource Florida.
- c. There shall be a budget for each discretionary grant.
- d. The budget vs. actual expenditures "true up" shall be brought to a combined meeting of the Council and LWDB 9 in December or January of each State fiscal year.
- H. The CSNCFL Director shall be responsible for drafting the agenda and supporting documentation for meetings of the Council and for meetings of LWDB 9. The agenda shall be based upon those matters required to come before the Council, LWDB 9, or the two governing boards acting together on matters under their joint purview as set forth in this Agreement.
- 1. The CSNCFL Director shall be responsible for the implementation of policies established and approved by the Council and LWDB 9.
- J. The CSNCFL Director shall be responsible for the drafting of the Four-Year Local Plan, and the Two Year Local Plan Modification as well as the Regional Plan if the NCFWDA is part of a workforce development region based upon:
  - a. The vision and the mission of LWDB 9;
  - b. LWDB 9's strategies and goals for meeting the intent of the vision;
  - LWDB 9's analysis of the local labor market in the workforce development area;
  - d. LWDB 9's analysis of the local economy;
  - e. LWDB 9's analysis of available training providers able to deliver skills training to fill job vacancies;
  - f. An operational plan for delivering services;
  - g. A plan for coordinating and integrating service delivery with the legislative one-stop partners; and

- h. Such other criteria as may be required by the authorizing legislation or the State.
- K. The CSNCFL Director shall be responsible for implementing required grant oversight and monitoring in accordance with the direction and policies approved by the Council and LWDB 9.
- L. The CSNCFL Director shall be responsible for developing procurement and contracting policies that are in compliance with 2 CFR 200.320 et seq. for approval by LWDB 9 and the Council, and:
  - a. The CSNSCFL Director shall be authorized to enter into contracts and make purchases in accordance with the procurement and purchasing policies approved by the Council and LWDB 9, or in accordance with Alachua County procurement guidelines for day-to-day operations as appropriate for the goods or services being procured. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space; and

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- b. Following appropriate procurement, and affirmative action at a publicly noticed meetings of the Council and LWDB 9 regarding expenditures necessary to meet the intent of the grants awarded to the Council, LWDB 9 or the Administrative Entity, the CSNCFL Director shall be authorized to enter into contracts and subrecipient agreements on behalf of the Council, LWDB 9 and the Administrative Entity, except for such instances where the State requires the signatures of the Chairs of the Council, LWDB 9, or Alachua County.
- M. The CSNCFL Director shall be responsible for any other necessary and proper matters agreed upon by the Council.
- N. In the event that a new CSNCFL Director must be hired, LWDB 9 shall establish a set of objective qualifications for the position of CSNCFL Director that sets forth the requisite knowledge, skills, and abilities necessary to meet identified benchmarks and to assist in effectively carrying out the functions of the CSNCFL Director. LWDB 9 shall provide the set of objective qualifications to the Alachua County Manager, who shall utilized said qualifications in developing a process for the hiring or selecting another Alachua County employee to serve as the CSNCFL Director.

# 10. Designation and Responsibilities of the Fiscal Agent.

- A. The Parties hereby designate the Administrative Entity to serve as its Fiscal Agent. The Administrative Entity, through the Alachua County Office of Management and Budget and also through the Alachua County Clerk of the Circuit Court, which serves as accountant, treasurer and auditor for Alachua County, shall perform and be responsible for all fiscal accountability and reporting requirements for CSNCFL.
- B. The Fiscal Agent shall be responsible for all of the functions set forth in 20 CFR 679.420(b), and shall oversee disbursements approved by the Council, LWDB 9, or the CSNCFL Director, as appropriate.
- C. The Fiscal Agent shall be responsible for the manner in which strict accountability of all funds shall be provided for and the manner in which reports of all receipts and disbursements shall be prepared and presented to each Party and submitting the audit in accordance with required timeframes to the Council and the grantor agencies, including the Federal Clearinghouse, the Florida Auditor General and the State Department of Economic Opportunity.
- D. The Fiscal Agent shall be responsible for preparing all State required financial reports and for overseeing the procurement and conduct of the annual 2 CFR Part F audit.

# 11. Designation and Responsibilities of the Equal Opportunity Officer.

- A. The Parties designate the Alachua County Equal Opportunity Manager to serve as the EOO. However, with the approval of the Council, the Alachua County Manager may designate another Alachua County employee to serve as the EOO.
- B. The EOO shall be a W-2 employee of Alachua County.
- C. The EOO shall report directly to the Chair of the Council and the Alachua County Manager or her designee, and shall serve as the EOO at the pleasure of the Council. Notwithstanding the Council's ability to remove the person designated to serve as the EOO from the position of EOO, the Council shall not have the authority to suspend or terminate the EOO's employment with Alachua County. All employment decisions regarding the EOO, as well as all other employees of the Administrative Entity, shall rest solely with the Alachua County Manager or her designee.
- D. The EOO shall be responsible for coordinating all of the Council's, LWDB 9's

and the Administrative Entity's obligations under 29 CFR Part 38, and may be assigned other duties and responsibilities by the Alachua County Manager that do not create a conflict or the appearance of a conflict with the responsibilities of an Equal Opportunity Officer.

E. The EOO shall resolve all discrimination complaints and any necessary reporting related thereto.

## 12. Designation and Responsibilities of Legal Counsel.

- A. The Council shall establish a process for the selection and appointment of an Attorney.
- B. The Attorney shall be a procured service and shall serve at the pleasure of the Council.
  - a. The Council, with the approval of the applicable Party, may appoint an assistant county attorney to serve as the Attorney, with said Party to be reimbursed its cost of providing said Attorney from grant funds received by the Council, LWDB 9, and the Administrative Entity.
- C. The Attorney shall report directly to the Council.
- D. The Attorney shall serve as chief legal counsel to the Council, but shall also provide legal services to LWDB 9 and the Administrative Entity. If any conflicts arise, LWDB 9 and the Administrative Entity shall waive any and all conflicts and the Attorney shall be authorized to continue to represent the Council.

## 13. Designation and Responsibilities of Program Monitor.

- A. The Council shall establish a process for the selection of an independent Program Monitor ("PM").
- B. The PM shall be a procured service and shall serve at the pleasure of the Council.
- C. The PM shall review and monitor the actions of LWDB 9, the Administrative Entity, and the Administrative Entity's contractors and subrecipients, for programmatic compliance with state and federal rules and regulations, and shall report its findings directly to the Council and LWDB 9.

# 14. LWDB 9.

- A. LWDB 9 constitutes the NCFWDA's Local Workforce Development Board as described in 29 USCS §3122.
- B. The Council may direct the Attorney and the Administrative Entity to incorporate LWDB 9 as a Florida not for profit corporation organized for the purposes set forth in this Agreement, and to prepare and file all necessary applications for the Internal Revenue Service to declare LWDB 9 to be a charitable organization pursuant to 26 USCS §501(c)(3) that is exempt from taxation under 26 USCS §501(a). Thereafter, LWDB 9 may solicit and accept grants and donation from sources other than Federal funds available under WIOA.
- C. LWDB 9 shall have a minimum of 19 members, and those 19 members shall be appointed as set forth below in Section 14 hereof. LWDB 9's membership shall be consistent with the requirements of WIOA or such other workforce development legislation that may replace WIOA Title I, Section 107(b)(2), and with State requirements as set forth in §445.007(1), Florida Statutes.
  - a. The Council shall establish a formal nomination and appointment process to appoint members to LWDB 9. Said process, and all nominations and appointments made pursuant thereto, shall be in accordance with WIOA, §445.007(1), Florida Statutes, and such criteria as may be received from the Governor of the State.
  - b. The Council shall make an effort in the appointment of members LWDB 9 to reflect the composition of the population within the geographic area of the NCFWDA.
  - c. A majority of the members of LWDB 9 shall be representative of businesses in the local area.
    - i. The Chair of the Council shall appoint 7 of the private sector members of LWDB 9.
    - ii. The Vice Chair of the Council shall appoint 3 of the private sector members of LWDB 9.
  - d. The Chair of the Council shall appoint 3 of the organized labor/workforce representatives of LWDB 9.
  - e. The Vice Chair of the Council shall appoint 1 of the organized labor/workforce representatives of LWDB 9.

- f. The Vice Chair of the Council shall appoint the 3 education representatives of LWDB 9.
- g. The Chair of the Council shall appoint the 1 Vocational Rehabilitation, and 1 economic development/governmental members of LWDB 9.
- D. The Council may appoint up to 16 additional members to LWDB 9. Any additional appointments must be approved by majority vote of the Council. Any additional appointments must be consistent with the requirements of WIOA or such other workforce development legislation that may replace WIOA Title I, Section 107(b)(2), and with State requirements as set forth in §445.007(1), Florida Statutes. Any additional appointments must be nominated and appointed in accordance with the formal nomination and appointment process established by the Council. To the extent the Council appoints any non-mandatory board members to LWDB 9, the Council shall determine whether to grant those individuals voting privileges.
- E. All LWDB 9 vacancies shall be filled in accordance with the process and the same manner in which they were initially filled.
- F. Members shall be appointed for fixed and staggered terms. A term shall be a period of two (2) years. No member will serve more than ten (10) consecutive years.
- G. All members of LWDB 9 shall serve at the pleasure of the Council, which may remove members from LWDB 9 at any time, with cause or without cause.
  - H. The Council shall establish By-Laws for LWDB 9 and no subsequent amendment thereto shall be effective unless approved by the Council.

# 15. Agreement between the Council and LWDB 9.

The Council is authorized and directed to enter into an agreement with LWDB 9 for the purpose of describing the respective roles and responsibilities of the each entity. Said agreement shall include, but is not limited to, the following:

A. The development and establishment of policies, and procedures and administrative rules for CSNCFL to effectively carry out the Council's and LWDB 9's policies and decisions, provided that no policy may conflict with federal and state rules and regulations.

- B. The development and establishment of policies and strategies upon which the Four-Year Plan and Regional Plan, if applicable, shall be based.
- C. The review and approve the budget developed by the Administrative Entity.
- D. The selection of the one-stop operator.
- E. The development of Memoranda of Understanding with the one-stop partners and the negotiation of one-stop infrastructure costs as required by WIOA.
- F. Approval of non-legislative one-stop partners.
- G. The review and comment on the State's Four-Year Plan.
- H. The negotiation of performance measures with the State.
- I. How the Council and LWDB 9 will coordinate with the Governor of the State in the event of a disaster.
- J. The assignment of all LWDB 9's contracts, purchase orders, any direct or indirect federal grants, and any State grants, existing on the Effective Date hereof, from LWDB 9 to the Council or the Administrative Entity.

# 16. Notice.

A. All notices under this Agreement shall be deemed sufficient and properly given if in writing delivered: (i) in person, (ii) by certified mail, postage prepaid with return receipt requested to the following addresses; provided, if notice is sent by mail, the notice shall be deemed delivered on the third day following such mailing which is not a Saturday, Sunday or a day on which the United States mail is not delivered, (iii) by email to the following email addresses, or (iv) to the following addresses by a commercial overnight courier that guarantees next day delivery and provides a receipt:

If to Alachua County:

County Manager 12 SE 1<sup>st</sup> Street Second Floor Gainesville, Florida 32601 MLieberman@alachuacounty.us

4

# If to Bradford County:

County Manager 945 N. Temple Avenue Starke, Florida 32091 will\_sexton@bradfordcountyfl.gov

B. Any Party may designate any further or different address or email address to which subsequent notices shall be sent by sending notice thereof to the addresses listed above.

## 17. Term and Termination.

- A. Term. This Agreement shall become effective ("Effective Date") after approval and execution by both Parties and upon the filing of the fully executed Agreement with the Clerk of the Circuit Court of Alachua County, Florida as required by section 163.01(11), Florida Statutes. Unless terminated earlier pursuant to Section 17.B. hereof, this Agreement shall expire on the twentieth anniversary of the Effective Date hereof.
- B. Termination. Each Party reserves the right to terminate this Agreement, with or without cause, by providing 180 calendar days written notice to the other Party in accordance with the Notice provisions set forth in Section 16 hereof. Prior to providing such notice of termination, the Parties agree to each give due consideration to the consequence arising as the result of such termination, including the effect upon both Parties, the potential loss of programs and program funding, and the possibility of agreed to amendments, or delegation of authority to the other Party.

## 18. Amendments and Waivers.

- A. This Agreement may only be amended in writing, signed by both Parties. Each amendment of this Agreement shall be filed with the Clerk of the Circuit Court in Alachua County, Florida. No waive of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar.
- B. The Council may make non material amendments to this Agreement without further approved by the Parties.
- C. Material modifications, amendments, or alterations to this Agreement shall only be effective if contained in a written document executed with the same formality herewith.

D. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

# 19. Sovereign Immunity.

- A. Parties. The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(c), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, the Parties are not jointly liable for the torts of LWDB 9, or the officers or employees of CSNCFL, or any other tort attributable to LWDB 9 or CSNCF; and only LWDB 9 or CSNCF, respectively, shall be liable for torts attributable to it or for torts of its officers or employees, and then, as to CSNCFL, only to the extent of the waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes.
- B. Administrative Entity. Pursuant to §163.01(9)(c), Florida Statutes, the Administrative Entity shall have all of the privileged and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the counties of the State of Florida. Pursuant to §163.01(9)(c), Florida Statutes, the Administrative Entity's officers, agents and employees shall have all of the privileged and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the officers, agents and employees of the counties of the State.
- C. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## 20. Binding Effect.

This Agreement shall be binding upon the Parties, their respective successors and assigns and shall inure to the benefit of the Parties, their respective successors and assigns.

# 21. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes (except as expressly provided herein) all prior and contemporaneous agreements, understanding, negotiations and discussion of the Parties, whether oral or written, and there are no warranties, representations or other agreement between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

# 22. Interpretation.

The provisions of this Agreement have been carefully and fully negotiated between the Parties, each of which has had equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent, and are not to be construed for or against either Party because such Party or its attorney drafted this Agreement.

# 23. Applicable Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State. Sole and exclusive venue for all actions arising from this Agreement shall be in the Alachua County, Florida.

## 24. Waiver of Jury Trial.

Each Party waives its rights to demand trial by jury.

## 25. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and the remainder of this Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature;

**APPROVED**, with a quorum present and voting this the  $22^{-1}$  day of June, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA

Bv

J.K. "Jess" Irby, Esq. Clerk

Rv

Ken Cornell, Chair

Approved as to Form

Alachua County Attorney's Office

**APPROVED**, with a quorum present and voting this the 17th day of June, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

By: Clerk to the Board

On Curtan

By: JOSEPH Chair

Approved as to Form

SEXTON

Bradford County Attorney

### Workforce Innovation and Opportunity Act (WIOA) Memorandum of Understanding

This Memorandum of Understanding ("MOU") is the product of successful negotiations between the Alachua Bradford Local Workforce Development Board d/b/a CareerSource North Central Florida ("CSNCFL"), the chief elected officials of Alachua County and Bradford County, Florida (the "Chief Elected Officials"), and the Institute for Workforce Innovation, Inc. ("Partner"). In this MOU, CSNCFL and Partner may individually be referred to as a "Party" and collectively be referred to as the "Parties". The Parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties respective programs, services, and agencies.

This MOU defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation by either Party. To the extent that their participation is required and resources are available, each Party will expend their own funds, human resources, equipment, supplies, facilities, training, public information, and expertise as that Party deems necessary to accomplish the purposes of this MOU.

### **1.** Contact Information

CSNCFL	Partner
Ms. Meredith Montgomery	Mr. Jonathan Leslie
Director of Workforce Services	Executive Director
P.O. Box 13531	P.O. Box 13522
Gainesville, FL 32604	Gainesville, FL 32604
mmontgomery@fmsworks.com	jleslie@iwionline.org

#### 2. Introduction

WIOA supersedes the Federal Workforce Investment Act of 1998, and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. Providing businesses with the skilled workforce they need to compete in the global, regional, and local economies is central to Florida's vision in implementing the WIOA.

a. <u>About CSNCFL</u> - Florida's workforce system provides a talent pipeline through the establishment of partnerships between State and local entities, businesses, economic development, education, and community stakeholders. To ensure that the workforce system efficiently meets the needs of business and the jobseekers that it serves, Florida's workforce development system have written local and State Workforce Services plans. The Parties acknowledge that the goals articulated in the State and CSNCFL's Workforce Services plans comprise the focus of the work to be done under this MOU.

CSNCFL One-Stop Career Centers provide access to a full range of services for clients and customers that are:

- Looking to find a job,
- Acquiring entrepreneurship training and skills,
- Acquiring basic educational or occupational skills,
- Earning a postsecondary certificate or degree,
- Obtaining guidance on how to make career choices, or
- Seeking to identify and hire skilled workers.
- b. <u>About Partner</u> The Institute for Workforce Innovation is a U.S. Department of Labor grant recipient for Project YouthBuild, which is a required One-Stop partner under the WIOA. YouthBuild students

go through an intensive 9-month program that includes studying for their high school diploma, building and rehabilitating low income housing, earning nationally recognized construction certifications, and developing leadership, life, and employability skills.

#### 3. Purpose of this MOU

This MOU reflects a commitment by the Parties to the following goals and services:

- a. <u>Universal Eligibility</u>: All YouthBuild students, as CSNCFL clients, will have access to a core set of services at each One-Stop Center, designed to provide information to aid in career and employment decisions. Core, intensive, training, and support services will be available on site.
- b. <u>One-Stop Approach</u>: All clients may explore work preparation and career development services and have access to information on a wide range of employment, training, and educational opportunities. Services will be made available through one-stop centers throughout the state and through Employ Florida Marketplace.
- c. <u>Individual Choice</u>: Clients will have access to a multitude of career, skill, employment, and training information to obtain the services and skills they need to enhance their employment opportunities, based on their individual needs.
- d. <u>Coordination Of Resources</u>: The Parties shall coordinate and perform the activities and services described in this MOU within the scope of all laws, regulations, and their respective institutional requirements, policies, and procedures.

#### 4. Roles and Responsibilities

- a. Joint Responsibilities CSNCFL and the Partner agree to:
  - 1) Inform respective staff on the services of each Party and the spectrum of related services available through their respective organizations,
  - Provide performance information that supports the achievement of performance goals, consistent with the requirements of law and as outlined in CSNCFL's Workforce Services Plan.
  - Share client information with each other and other system Partners, subject to confidentiality and program requirements (See Attachment 1 - Universal Release of Information Form),
  - Participate in a joint planning process that will assist in identifying client needs, the needs of families and business, and set priorities for services based on those needs,
  - Participate in a program review and continuous improvement to offer the best possible services and maximize opportunities for further integration, and
  - 6) Encourage clients to complete and submit CSNCFL client satisfaction surveys.
- b. Individual Responsibilities CSNCFL will:
  - 1) Inform Partner of CSNCFL's operating schedule,
  - 2) Provide Partner with client referrals,
  - Complete, maintain, manage, and track services within the Employ Florida Marketplace ("EFM"), and/or OSST, and the client's case file,
  - 4) Provide customer service as needed,
  - 5) Coordinate with the Partner to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures that include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth

programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.

- 6) Coordinate with the Partner to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
- 7) Coordinate with the Partner for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
- 8) Maintain the statewide "CareerSource" branding of each center.
- 9) Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding recognized holidays and emergency situations.)
- 10) Provide an area for the Partner's meetings and/or co-location as space permits.
- 11) Model CSNCFL core values and maintain a professional working environment.
- 12) Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

### c. Partner will:

- Provide One-Stop Career Center information to its clients for self-service or assisted service, regarding access to the range of labor markets and career development services, and
- If requested, participate in a program review and continuous improvement to offer the best possible services and maximize opportunities for further integration.
- 3) Coordinate with CSNCFL to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
- 4) Provide CSNCFL with monthly outcome numbers for performance data tracking.
- Provide feedback to CSNCFL management regarding the performance of this MOU, including its effectiveness and success.
- 6) Participate in periodic career center meetings to provide updates on the Partner's programs and procedures to CSNCFL staff.

#### 5. Confidentiality of Records and Public Records

- a. In the event that either Party to this MOU obtains access to any records, files, or other information of the other Party in connection with, or during the performance of this MOU, then that Party shall keep all such records, files or other information confidential subject to the WIOA and Florida's public records laws. The Parties shall also comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other Party. Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies of the other Party.
- b. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records. If Partner receives a public records request that pertains to the subject matter of this MOU, Partner shall:
  - 1) Immediately notify CSNCFL of the public records request; and

- Within three (3) business days, give CSNCFL all information in response to the public records request.
- c. Partner shall transfer all public records that pertain to the subject matter of this MOU to CSNCFL upon the termination or expiration of this MOU.

#### 6. Grievances and Complaints Procedure

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- a. The Parties shall follow CSNCFL's <u>Grievance and Complaint Policy</u> then in effect for resolving complaints or grievances brought against the Parties by customers/ clients/ participants. CSNCFL's <u>Grievance and Complaint Policy</u> and any changes thereto is available on CSNCFL's web site.
- b. The Parties agree to communicate openly and directly to resolve any problems or disputes related to this MOU in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Party for discussion and resolution.
- c. Each Party agrees to establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to clients, customers, and the Parties. The procedure will allow the complainant to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

#### 7. Sovereign Immunity, Hold Harmless, and Indemnification

- a. Nothing contained in this MOU shall constitute a waiver by CSNCFL of its sovereign immunity, or the provisions of 768.28, Florida Statutes or the limits of liability therein. Without CSNCFL waiving its sovereign immunity and to the extent applicable and allowed by law, the Parties shall indemnify and hold each other harmless, including their respective officers, officials, directors, members, agents, contracted service providers, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of that Party's officers, officials, directors, members, agents, contracted service providers, and employees connected with the activities described in this MOU.
- b. Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the parties involved in the implementation, administration, and operation of the programs described in this MOU.

#### 8. Term, Breach, Termination, and Review of this MOU

- a. This MOU shall become effective when executed by Partner and CSNCFL and shall remain in effect unless terminated.
- b. If a Party breaches any provision of this MOU and such breach is not cured within ten (10) days after receiving written notice from the non-breaching Party, the non-breaching Party shall have the right to immediately terminate this MOU by giving written notice thereof to the breaching Party.
- c. Either Party may otherwise terminate this MOU upon thirty (30) days prior written notice to the non-terminating party via electronic mail or at its address specified above.

d. The Parties will review this MOU at least once every 3 years to ensure that the terms of this MOU continue to meet the needs of the Parties.

#### 9. Publicity

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Unless otherwise required by law, neither Party may undertake any publicity nor publish for public consumption any results or information about the clients/participants/customers under this MOU without the other Party's prior review and written approval.

#### 10. Funding and Infrastructure Costs

- a. CSNCFL does not guarantee that funding for space and/or services provided to or by CSNCFL under this MOU will continue for the duration of this MOU. CSNCFL will notify Partner as soon as reasonably possible of any loss of funding that adversely affects the space or services available to Partner.
- b. Costs of the infrastructure of one-stop centers will be funded in accordance with the requirements of the WIOA, federal cost principles, and all other applicable legal requirements. Partner agrees to negotiate with CSNCFL and implement a cost/resource sharing/in-kind services plan ("Plan") by December 31, 2017. Upon execution by the Parties, this Plan shall become part to this MOU. The Plan will at a minimum include all shared costs that are supported by accurate data and the methodology used in determining the shared costs. Shared costs will be consistently applied over the term of this MOU, including any renewals.

#### 11. Amendment of this MOU

This MOU may be amended at any time. Such amendment shall only be valid when in writing and executed by all signers of this MOU.

#### 12. Certification

By signing this MOU, the Parties agree that this MOU is subject to all applicable Federal, State and local laws, regulations and/or guidelines relating to discrimination against any person on grounds of ethnicity, race, creed, color, religion, sex, age, disability, marital status, national origin, genetic information, political opinions or affiliations, and veteran status.

#### 13. Severability

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

[signatures page follows]

### 14. Signatures

By their signatures below, each signor agrees to the terms listed above and with the purpose of this MOU.

The Alachua Bradford Regional Workforce Board d/b/a Institute for Workforce Innovation, Inc. CareerSource North Central Florida

Signed: 45 9 By: <u>Patricia Evans</u> Ethon Fieldman Title: <u>Board Chair</u> Vice Char Date: 2-6-17

Signed: By: Jonathan Leslie

Title: Executive Director

Date: 5/17/17

### ALACHUA COUNTY, FLORIDA

Bv:

Commissioner Cornell, Chair Board of County Commissioners

APPROVED AS TO FORM

Alachua County Attorney's Office

BRADFORD COUNTY, FLORIDA

By:

Chair, Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

Bradford County Attorney

Clerk

ATTEST:

(SEAL)

I. K. Irby, Clerk

(SEAL)

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d. The Parties will review this MOU at least once every 3 years to ensure that the terms of this MOU continue to meet the needs of the Parties.

#### 9. Publicity

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#### 10. Funding and Infrastructure Costs

- a. CSNCFL does not guarantee that funding for space and/or services provided to or by CSNCFL under this MOU will continue for the duration of this MOU. CSNCFL will notify Partner as soon as reasonably possible of any loss of funding that adversely affects the space or services available to Partner.
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The Alachua Bradford Regional Workforce Board d/b/a Institute for Workforce Innovation, Inc. CareerSource North Central Florida

Signed: 45 9 By: <u>Patricia Evans</u> Ethon Fieldman Title: <u>Board Chair</u> Vice Char Date: 2-6-17

Signed: By: Jonathan Leslie

Title: Executive Director

Date: 5/17/17

### ALACHUA COUNTY, FLORIDA

Bv:

Commissioner Cornell, Chair Board of County Commissioners

APPROVED AS TO FORM

Alachua County Attorney's Office

BRADFORD COUNTY, FLORIDA

By:

Chair, Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

Bradford County Attorney

Clerk

ATTEST:

(SEAL)

I. K. Irby, Clerk

(SEAL)

### MEMORANDUM OF UNDERSTANDING

#### Between

### CAREERSOURCE NORTH CENTRAL FLORIDA

and

### SANTA FE COLLEGE

This One-Stop Memorandum of Understanding ("MOU") is entered into by and between CareerSource North Central Florida ("CSNCF"), as the administrative entity for and representing the Dual County Consortium Workforce Development Council ("DCCWDC") and the North Central Florida Workforce Development Board, ("NCFWDB"), and The District Board of Trustees of Santa Fe College, Florida, ("SF") a body corporate and one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). CSNCF and SF are collectively referred to as the "Parties" and individually as the "Party."

### RECITALS

WHEREAS, the WIOA requires that DCCWDC and CSNCF enter into an MOU with each one-stop partner identified in the legislation; and

WHEREAS, CSNCF serves as the administrative entity for both the DCCWDC and the NCFWDB, and is authorized to conduct the negotiations and enter into this one-stop memorandum of understanding with SF on behalf of the DCCWDC and NCFWDB; and

WHEREAS, WIOA requires that each one-stop partner enter into an MOU which describes the integration and coordination of each partner's program services;

WHEREAS, SF is a one-stop partner identified in WIOA Sec. 121(b)(1) and is a grantee entity and provider of *Adult Education and Family Literacy Act* activities; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSNCF and SF agree as follows:

### 1. PURPOSE

The purpose of this MOU is to state how each of the Parties will:

A. Provide access, including access for individuals with barriers to employment, to Santa Fe College Adult Education program services through the CSNCF One-Stop Career Centers which are a part of the American Job Center network system.

- B. Follow established processes for the referral of customers to each other when appropriate for the customer.
- C. Develop a process for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations applicable to the Parties and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.
- D. Accomplish the purposes of this MOU in a non-discriminatory manner.
- E. Support the infrastructure and operating costs of the CareerSource North Central Florida One-Stop Career Center.

# 2. VISION

- A. WIOA anticipates that the one-stop partners will provide access to services in a manner that is seamless to their customers by coordinating "front door" access to services and integrating program services so that each customer can avail themselves of the services needed to obtain or retain jobs resulting in self-sufficiency.
- B. To accomplish this vision, CSNCF and SF shall work together with all the WIOA one-stop partners on program access, shared services, shared information and shared costs as required under WIOA by:
  - a. Identifying the program services offered by the Parties and any applicable eligibility criteria.
  - b. Identifying prospective shared customers.
  - c. Identifying individual, shared and overlapping services to more efficiently serve shared customers.
  - d. Providing a single point of contact for partner referrals so that customers are connected to the workforce system.
  - e. Committing to continuous improvement of the workforce system.
  - f. Recognizing partner programs' constraints and working towards eliminating the impact on shared customers.

# 3. ONE-STOP DELIVERY SYSTEM ("OSDS") SERVICES

- A. Services provided through the OSDS. Services provided through the OSDS shall include:
  - a. WIOA Title I Adult, Dislocated Worker, and Youth Program services
  - b. Referral to WIOA Title II Adult Education and Family Literacy Act services

- c. WIOA Title III Wagner-Peyser Act employment services
- d. WIOA Title IV Vocational Rehabilitation program services
- e. Carl D. Perkins Career and Technical Education Act funded programs
- f. Older Americans Act, Title V, Senior Community Service Employment Program
- g. Veterans programs
- h. Trade Adjustment Assistance Act program services
- i. Community Services Block Grant services
- j. Unemployment Compensation
- k. Temporary Assistance for Needy Families through Florida's Welfare Transition Program
- I. Supplemental Nutrition Assistance Program
- m. Youth/ Build U.S.A. programs located in the workforce area
- n. Second Chance programs located in the workforce area
- B. Access to Services.

CSNCF and SF will make their program services accessible through the OSDS by:

- a. Exchanging information about program eligibility requirements or enrollment/entrance requirements as appropriate for each other's workforce funding streams.
- b. Identifying their individual program's career services and determining how reliance upon partner career services can be achieved.
- c. Identifying services and activities which can be coordinated to better serve shared OSDS customers.
- d. Jointly developing and participating in training of frontline staff to assure an understanding of the eligibility, program activities, and support services of partner workforce funding streams.
- e. Coordinating outreach and recruitment through inter-agency coordination.
- f. Utilizing technology to facilitate access to the one-stop delivery system as

reflected in the Infrastructure Funding Agreement attached as Exhibit A to the MOU.

C. One-Stop Career Center Hours of Operation

CSNCF shall maintain and operate at least one comprehensive one-stop career center within the local development area that shall be open to the public from 8:00 am to 5:00 pm, Monday through Friday, excluding holidays and emergency closings

D. Coordinating Services

CSNCF and SF shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources and reduce duplication of program activities.
- b. Working on methods for streamlining services for customers and improving frontline staff efficiency.
- c. Co-locating or making efforts to be represented in a comprehensive or affiliate one-stop location site.
- d. Enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
- e. Promoting continuous improvement of the service delivery system for all onestop partner customers.
- f. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.
- g. Addressing the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, by providing access to services appropriate to their needs, including access to technology and materials available through the OSDS.
  - i. CSNCF and SF shall assure that tools available for individuals who are sight or hearing impaired and need to access one-stop services are a part of the resources available to the public accessing one-stop services and shall share the access with one-stop partner customers referred to the one-stop for services.
  - ii. CSNCF and SF shall assure that their premises, including hallways, restrooms, and egress points, can accommodate individuals who have a physical impairment.

- iii. CSNCF shall assure that computer stations, workshop rooms, workshops and interview areas can accommodate individuals with disabilities.
- h. Working to ensure services are accessible through electronic means in a manner that improves efficiency, coordination, and quality.
- E. Cross Referral.

CSNCF and SF shall consider adopting policies and procedures which would encourage the referral of customers to each other as appropriate by:

- a. Reviewing their individual program policies, procedures and processes and aligning their policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co-enrollment as may best benefit the customer.
- b. Sharing responsibilities for customer follow-up.
- c. Reporting to each other on the services provided to the customer and the outcomes attained.
- F. Information sharing.

CSNCF and SF shall share information by:

- a. Ensuring that appropriate release of information forms are signed before sharing information about customers.
- b. Assuring that, if necessary, an appropriate Family Educational Rights and Privacy Act (FERPA) authorization or release is executed for students before sharing student education records.
- c. Observing mandatory confidentiality and privacy laws. CSNCF agrees to comply with applicable provisions of FERPA, 20 USC § 1232g et seq., 34 CFR Part 99, and Florida Statute § 1002.225. CSNCF shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding SF's students. CSNCF may be deemed to have a legitimate educational interest in accessing students' education records, and CSNCF and its employees, agents, contractors, and subcontractors, shall comply with the non-disclosure and other requirements of applicable laws and regulations. CSNCF shall not use or disclose student information received from or on behalf of SF (or its students) except as permitted or required by this MOU, as required by law, or as otherwise authorized in writing by SF. CSNCF agrees not to use student information for any purpose other than the purpose for which the disclosure was made.

- d. Safeguarding participant records as appropriate.
- e. Sharing aggregate information about common customers, to the extent reasonable and permitted by law, as may be requested by either party to this MOU.
- G. Accessibility.

CSNCF and SF are committed to making all their facilities, locations, programs and services accessible to assure open access to individuals with disabilities and/or needing accommodations to be able to fully take advantage of their services made available under this MOU.

# 4. FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS

- A. CSNCF and SF have entered into negotiations to determine the most equitable manner in which SF may support the cost of the infrastructure and operation of the OSDS.
- B. The Parties agree that negotiation of the Infrastructure Funding Agreement took place on a "level playing field" pursuant to United States Department of Labor Training and Employment Guidance Letter 17-16 and followed the local funding process. One-stop operating costs were identified, a one-stop operating budget was developed to allow for a technological presence, costs were determined and allocated, estimated partner contributions and preparation of the Infrastructure Funding Agreement was completed.
- C. After considering the fairest way in which to support the infrastructure and operating costs of the OSDS it was agreed that technological connections would best serve the Parties' mutual customers.
- D. The Parties agreed to a technological presence rather than co-location, and the MOU and Infrastructure Funding Agreement was presented to each of the Parties' governing boards and was approved by the respective governing boards at publicly noticed meeting.
- E. As such SF agrees to contribute to the infrastructure and operating costs of the one-stop system by contributing to the costs to support the technological connection in accordance with Exhibit A.
- F. The Parties understand and agree that there are no third-party in-kind contributions supporting the operation of the one stop at this time; therefore, none are included in Exhibit A.

# 5. TECHNOLOGICAL CONNECTIONS AND PRESENCE

In order to foster technological connections to serve the Parties' mutual customers and give SF a real-time technological presence at the one-stop career center, CSNCF will, in collaboration with SF, develop and maintain a reasonably safe and secure website that will provide direct linkage to SF staff who can provide information or services to customers by phone or through real-time web-based communication.

CSNCF agrees that it will not publish any content related to SF without prior review and written approval by SF. SF will, as appropriate, provide art, logos, and content for publication by CSNCF.

CSNCF shall ensure that the website and technological resources developed pursuant to this MOU are in reasonable compliance with Web Content Accessibility Guidelines 2.0, Level AA and Section 508 Standards for Electronic and Information Technology, as applicable. CSNCF agrees to provide to SF, upon SF's request, related accessibility testing results and written documentation verifying accessibility, and CSNCF agrees to promptly respond to and resolve accessibility complaints.

## 6. TERM

This MOU shall commence on July 1st, 2021, and shall remain in full force and effect until June 30th, 2024, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 8 (TERMINATION).

# 7. MODIFICATION

- A. The MOU shall be modified in writing signed by both Parties to reflect changes in the terms, conditions or scope of work at any time that there is a substantial change to the way in which partners will coordinate under this MOU.
- B. The Parties agree to review this MOU and, if substantial changes have occurred, renew this MOU, not less than once every 3-year period to ensure appropriate funding and delivery of services.
- C. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:
  - i. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and the infrastructure cost sharing methodologies to see if they are still accurate.
  - ii. This MOU may be amended or modified by mutual consent of the Parties, by the issuance of a written amendment, executed by the Parties.

## 8. TERMINATION

- A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 9 (NOTICES).
- B. In the event of termination during any period of time that the MOU is required by WIOA or any related grant agreement, if appropriate, the Parties shall

renegotiate a mutually acceptable replacement MOU.

# 9. NOTICES

- A. All notices required to be given to CSNCF under this MOU shall be sufficient when hand delivered or mailed to CSNCF at its office located at 1112 North Main Street, Gainesville, FL 32601 addressed to the CSNCF Chief Executive Officer or when emailed to <u>pmarty@careersourcencfl.com</u>.
- B. All notices required to be given to SF under this MOU shall be sufficient when hand delivered or mailed to Santa Fe College, 3000 NW 83<sup>rd</sup> Street, F-255, Gainesville, Florida 32606, and addressed to the Provost or when emailed to ed.bonahue@sfcollege.edu with a copy to general.counsel@sfcollege.edu.
- C. All notices shall be in writing, which may include email.

## **10. NON-DISCRIMINATION**

- A. The Parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.
- B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

## **11. GRIEVANCE AND COMPLAINTS**

SF and CSNCF agree to utilize the grievance and complaint procedures applicable to complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

## **12. DISPUTE RESOLUTION**

- A. The Parties agree to try to resolve disputes at the lowest level, starting with the site supervisors and staff. If issues cannot be resolved at this level, they shall be referred to the Parties' management staff for discussion and resolution.
- B. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism.
- C. Each one-stop partner has the right to appeal to the State regarding

infrastructure costs, using the process described in 34 CFR §463.750. Should the appeal result in a change to the one-stop partner's infrastructure cost contributions, the MOU must be updated to reflect the final one-stop partner infrastructure cost contributions.

## **13. COMMUNICATIONS**

- A. CSNCF and SF shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies.
- B. References to the local OSDS shall utilize the CSNCF logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.
- C. CSNCF shall not use any SF trademarks, trade names, service marks, service names, brand names, domain names, URL's or logo's or any other licensed mark or intellectual property in any manner without prior written consent from SF.

# 14. ASSUMPTION OF RISK AND INSURANCE

Each Party assumes any and all risks with respect to the willful or negligent acts or omissions of itself or its own representatives, directors, employees, agents, and volunteers relating to or arising under this MOU. Nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions, and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

Each Party agrees to maintain such insurance as is appropriate to its own organization.

Each Party agrees to conduct itself in accordance with the tenets of good faith in the execution of its responsibilities.

# **15. PUBLIC RECORDS**

- A. The Parties are subject to Chapter 119, Florida Statutes, relating to Florida's public records law. In accordance with federal law and Florida's Public Records Act, public records shall be provided to any person requesting such records. Therefore, each Party shall:
  - i. Keep and maintain public records required by each Party to perform the services described in this MOU.
  - ii. Upon request from each Party's custodian of public records, provide the

requesting Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU term and following the termination or expiration of this MOU if a Party does not transfer such confidential or exempt records to the other Party.
- iv. Upon termination or completion of this MOU, each Party shall, at the request of the other Party, transfer, at no cost, all public records in its possession that are required to perform the services required in this MOU. Otherwise, each Party shall keep and maintain public records in accordance with Florida law. All records stored electronically must be provided upon request from the other Party in a format that is compatible with the information technology systems of the requesting Party.
- B. IF CSNCF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CSNCF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 395-5230, <u>david.shlafer@sfcollege.edu</u>, 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida 32606.
- C. IF SF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, SF'S то DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN CONTRACT. OF PUBLIC RECORDS AT pmarty@careersourcencfl.com.

# **16. NO AGENCY OR EMPLOYMENT RELATIONSHIP**

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of their representatives and employees with regard to all aspects of this MOU.

## 17. ASSIGNMENT

Neither Party may assign or transfer any of its rights, duties or obligations under this MOU, in whole or in part, without the prior written consent of the other Party. This MOU shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

# **18. ANNUAL APPROPRIATION/FUND AVAILABILITY**

The obligations of SF under this MOU are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida and are contingent upon the receipt of grant funds.

### **19. COMPLIANCE WITH LAWS**

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

Additionally, the duly authorized agent of the recipient (CSNCF) agrees to satisfy the requirements of 34 CFR §361.505 and 34 CFR §361.720.

## 20. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of the State of Florida.

## 21. VENUE

The venue of any dispute arising hereunder shall be Alachua County, Florida.

### 22. ENTIRE AGREEMENT

This MOU and its accompanying exhibit set forth the entire agreement with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This MOU may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this MOU.

## 23. SIGNATURE IN COUNTERPARTS

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

## 24. ACCEPTANCE OF SCANNED SIGNATURES

The Parties agree that an electronic version of this MOU shall have the same legal effect and enforceability as a paper version. The Parties further agree that this MOU, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this MOU or any other document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any

other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

# **25. SIGNATURE AUTHORITY**

Each signatory to this MOU represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

[Remainder of Page Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding.

### AS TO: THE DISTRICT BOARD OF TRUSTEES OF SANTA FE COLLEGE, FLORIDA:

Blake BY: Fletcher

TITLE: Chair

DATE:

NAME: G.W. Blake Fletcher

04/21/21

Digitally signed by Blake Fletcher Date: 2021.04.21 14:17:46 -04'00'

Santa Fe College

Approved by Vice President

DATE:

L.S.

L.S.

## ASB Approved as to Funds

MM

Approved as to Form

### AS TO: CAREERSOURCE NORTH CENTRAL FLORIDA:

ASB Approved as to Insurance

WITNESSED BY: \_\_\_\_\_\_L.S. \_\_\_\_\_L.S.

BY:	Ku Coronta	
(	Signature)	-
NAME:	Ken Cornell	
TITLE:	CHAIR DCWDC	-
DATE:	4/12/21	
	and the second se	-

WITNESSED BY: 9 Apr 2021 L.S.

BY: NAME: TITLE: CHAIR NCFWDB

011 19

BY:

(Signature) NAME: TITLE: INTERIM CHIEF EXECUTIVE OFFICER DATE: 2

Approved as to form by Rochelle J. Daniels Attorney

WITNESSED BY:

BY: Rochelle Daniels

Rochelle J. Daniels

One-Stop MOU Between CareerSource and Santa Fe College

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# Exhibit A

# Infrastructure Funding Agreement

The purpose of this Infrastructure Funding Agreement (IFA) is to delineate each Party's responsibilities for sharing of infrastructure and operating costs for the applicable one-stop center.

- 1. This IFA shall be in effect for the duration of the MOU.
- 2. The infrastructure and shared services budget is identified through a decision by the parties to co-locate through technological means.
- 3. All one-stop partners, chief elected officials, and the Local Workforce Development Board participating in this IFA have been identified in the MOU as Parties.
- 4. CSNCF will meet with each mandatory partner in the local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the CSNCF will Inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partners' share of costs.
- 5. Funding of the shared services and operating cost of the one-stop delivery system will be accomplished by utilizing technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.
- 6. SF and CSNCF recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b) and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CSNCF'S one-stop centers. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17- 16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.
- 7. Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the Gainesville one-stop center. Non-personnel are defined by USDOL TEGL 17-16 costs include, but are not limited to:
  - a. Rental of the facilities;
  - b. Utilities and maintenance;
  - c. Equipment, including assessment- related products and assistive technology for individuals with disabilities; and
  - d. Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

- The Parties have agreed to utilize technology as described in Section 5, TECHNOLOGICAL CONNECTIONS AND PRESENCE, of the MOU to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)).
- 9. The parties agree in principle that development of technological connections and presence will be collaborative. CSNCF will submit to SF proper invoices documenting SF's participation in the development and maintenance of the technological connection and presence. CSNCF will submit these invoices to SF at least thirty (30) days prior to the payment due date as applicable or by the due dates below. SF will pay CSNCF up to Fifteen Hundred Dollars (\$1,500.00) in three (3) separate payments of up to Five Hundred Dollars (\$500.00) per year for the following periods:
  - a. July 1, 2021 through June 30, 2022, payable by October 31, 2021.
  - b. July 1, 2022 through June 30, 2023, payable by October 31, 2022.
  - c. July 1, 2023 through June 30, 2024, payable by October 31, 2023.
- 10. SF will pay for the costs associated with its participation in the one-stop center as described above, subject to Section 8, TERMINATION, of the MOU. The Parties may mutually negotiate costs at the time of subsequent written amendments, subject to Section 7, MODIFICATIONS, of the MOU.
- 11. In the event a consensus is not reached regarding infrastructure costs, this shall **be reported to each partner's local governing entity, so that the governing entities** can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. The Governor's determinations of infrastructure cost contributions may be appealed in accordance with the process established under 20 CFR § 678.750, 34 CFR § 361.750, and 34 CFR § 463.750.

By signing below, SF agrees to be responsible for the costs associated with its participation in the one-stop until such time as the costs are renegotiated at which time the MOU and/or attached IFA will be reviewed and, if appropriate, modified to ensure equitable benefit among one-stop partners.

Signature of Interim Chief Executive Officer of CareerSource North Central Florida

Blake Fletcher Digitally signed by Blake Fletcher Date: 2021.04.21 14:19:30 -04'00' <u>4/9/2021</u> Date

04/21/21 Date

The District Board of Trustees of Santa Fe College, Florida

One-Stop MOU Between CareerSource and Santa Fe College

Signature of Board Chair of

# MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM

### I. PARTIES

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a) (11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA). This agreement is entered into by the Central Florida Community Action Agency, Inc. (hereafter referred to as the "CFCAA") and the One-Stop, CareerSource North Central Florida ("CSNCF"), as the administrative entity for and representing the Dual County Consortium Workforce Development Council ("DCCWDC") and for the North Central Florida Workforce Development Board, ("NCFWDB"). In this MOU, Central Florida Community Action Agency (CFCAA) and CareerSource NCFL (CSNCF) may individually be referred to as a "Party" and collectively be referred to as the "Parties".

# **CONTACT INFORMATION**

CareerSource NCFL Phyllis Marty Chief Executive Officer 1112 N. Main Street Gainesville, FL 32601 pmarty@careersourcencfl.com Central Florida Community Action Agency, Inc. Caroline W. Ruff -Looney Chief Executive Officer 411 N. Main Street, Suite 210 Gainesville, FL 32601 cruff-looney@cfcaa.org

### PURPOSE

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

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

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Alachua and Bradford Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable the CFCAA to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human s e r v i c e job training, and other workforce development services to persons with disabilities within Alachua and Bradford Counties. The Parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

### **PROVISION OF SERVICES**

- A. The Alachua County Board of County Commissioners and Bradford County Board of County Commissioners have designated CareerSource NCFL to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource NCFL will do the following:
  - Review this MOU annually and solicit feedback from the CFCAA regarding improvements, changes, and/or additions.
  - Coordinate with the CFCAA to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures that include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
  - Coordinate with the CFCAA to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
  - Coordinate with the CFCAA for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs inaccordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
  - Maintain the statewide "CareerSource" branding of each center.
  - Maintain and operate at-least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Wednesday and Friday (Thursday from 10:00 am until 5:00 pm), excluding recognized holidays and emergency situations.

- Provide an area for CFCAA's meetings and/or co-location as space permits.
- Model CareerSource NCFL core values and maintain a professional working environment.
- Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

# CFCAA will do the following:

- Coordinate with CareerSource NCFL to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the One-stop System.
- Coordinate with CareerSource NCFL to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
- Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
- Provide CareerSource NCFL with monthly outcome numbers for performance data tracking.
- Provide feedback to CareerSource NCFL's administrative entity regarding the performance of the partnership, including its effectiveness and success.
- Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource NCFL staff.

# **IV. METHODS OF INTERNAL REFERRAL**

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system. CFCAA has a web-based system and applications can be completed at <u>www.cfcaa.org</u> or if there is a disability, elderly, or no internet access, may call (352) 373-7667 for an appointment.

# **v. RECORDS**

A. The Parties are subject to Chapter 119, Florida Statutes relating to Florida's public records law. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records. Therefore, each Party shall:

- Keep and maintain public records required by each Party to provide their respective services as described in this MOU;
- Upon request from each Party's custodian of public records, provide the requesting Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost specified by Florida law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this MOU and following the termination or expiration of this MOU if the CFCAA does not transfer the records to CSNCFL;
- Upon termination or completion of this MOU, each Party shall, at the request of the other Party, transfer, at no cost, all public records in its possession that are required to perform the services specified in this MOU. Otherwise, each Party shall keep and maintain the public records in accordance with Florida law. All records stored electronically must be provided upon request from the other Party.
- B. IF CFCAA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CFCAA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CAREERSOURCE NCFL's CUSTODIAN OF PUBLIC RECORDS AT: <u>pmarty@careersourcencfl.com</u>
- c. IF CAREERSOURCE NCFL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAREERSOURCE NCFL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CFCAA's CUSTODIAN OF PUBLIC RECORDS AT: cruff-looney@cfcaa.org

# **VI. INFRASTRUCTURE COSTS**

On or before January 1, 2018, the Parties will agree upon a written Infrastructure Funding Agreement ("IFA"). The IFA will address the funding of the infrastructure costs of the CareerSource NCFL one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. When agreed upon by the Parties, the IFA shall become part of this MOU as Exhibit 1 without the need for a formal amendment to this MOU.

### VILTERM

This MOU shalt become effective when signed and dated by all the signatories specified below. The date this MOU is signed by the last signatory shall be deemed the effective date of this MOU. This MOU shall continue through September 30, 2023, unless terminated earlier as specified below, or will be automatically renewed for successive one-year terms. Either Party may terminate this MOU upon thirty

(30) days prior written notice to the non-terminating Party.

The Parties will review this MOU at least once every three (3) years to ensure that the terms of this MOU continue to meet the needs of the Parties.

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

### VIII, MERGER

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

## IX. THIRD PARTY BENEFICIARY

This MOU is for the benefit of CareerSource NCFL, the CFCAA, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners and no third party is an intended beneficiary.

## X. GOVERNANCE

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource NCFL, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CareerSource NCFL Board in partnership with the Chief Elected Officials (CEOs) shall conduct oversight with respect to the One-stop System.

# XI. GRIEVANCE AND COMPLAINT PROCEDURE

CFCAA and CareerSource NCFL agree to communicate openly and directly to resolve any problems or disputes related to this MOU in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Parties for discussion and resolution.

CFCAA and CareerSource NCFL agree to each establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to clients, customers, CFCAA, and CareerSource NCFL. The procedure will allow the complainant to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance.

# XII. RESPONSIBILITY AND SOVEREIGN IMMUNITY

Each Party shall be solely responsible for the negligent or wrongful acts of their employees, agents, and contracted service providers.

Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the Parties involved in the implementation, administration, and operation of the programs described in this MOU.

Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity, or the provisions of 768.28, F.S. or the limits of liability therein.

### XIII. NOTICES

All notices shall be sent to either Party via their respective electronic mail address or mailing address specified section I. (Contact Information) above.

### SIGNATURES:

### **CENTRAL FLORIDA COMMUNITY ACTION AGENCY**

Name: Caroline W. Ruff-Looney Signature: Date:

### **CAREER SOURCE OF NORTH CENTRAL FLORIDA**

Name: Phyllis Marty, CEO

Signature Date:

# INFRASTRUCTURE FUNDING AGREEMENT BETWEEN CENTRAL FLORIDA COMMUNITY ACTION AGENCY, INC (Alachua) AND CAREERSOURCE NORTH CENTRAL FLORIDA

### EFFECTIVE PERIOD OF TIME:

This Infrastructure Funding Agreement (IFA) will remain effective from July 1, 2022, to June 30, 2023.

Cost Category/Line Item	Line-Item Cost Detail	Gainesville Center	Starke Center		
Rent	Lease	\$204,818.04	\$18,000.00		
Utilities and Maintenance	Utilities - Electric, Water, Sewer, etc.	\$31,350.32	\$3,019.70		
	Internet	\$13,657.90	\$946.37		
	Telephones	\$49,613.32	\$9,642.32		
Anno 1997	Facility Maintenance Contract	\$0.00	\$0.00		
Equipment	Copiers/Fax Machines	\$17,460.33	\$881.20		
	Computers	\$ -	\$ -		
	Annual Total	\$316,899.91	\$ 32,489.59		

### INFRASTRUCTURE COST BUDGET:

### **IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

### PERIODIC MODIFICATION AND REVIEW PROCESS:

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

### PROCESS TO REACH CONSENSUS

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

# Attachment A

Partner Organization	Physically Co- located Gainesville	Physically Co-located Starke	Career Services Cost	Annual Square Footage Cost Gainesville	Annual Cost by Square Footage Gainesville	Annual Square Footage Cost Starke	Annual Cost by Square Footage Starke	Total Shared Infrastructure Costs
AARP Foundation	No	No	\$608.51					\$608.51
North Florida Technical College	No	No	\$608.51					\$608.51
Bradford Union Technical Center	No	No	\$608.51					\$608.51
Central Florida Community Action Agency, Inc. (Alachua)	No	No	\$608.51					\$608.51
Santa Fe College	No	No	\$608.51					\$608.51
Vocational Rehabilitation	No	No	\$608.51					\$608.51

# SIGNATURES:

One-Stop Partner-Central Florida Community Action Agency, Inc (Alachua)
1 H
Authorized Signature:
Printed Name: CHANING W RUFF LUNG
Title: CEO
Date: 10. 6. 2022

**CareerSource North Central Florida** 

Authorized Signature: Pupe Mart
Printed Name: Phylis Userty
Title: CED
Date: 10/7/22

#### MEMORANDUM OF UNDERSTANDING

#### Between

## CAREERSOURCE NORTH CENTRAL FLORIDA

and

#### NORTH FLORIDA TECHNICAL COLLEGE

This One-Stop Memorandum of Understanding ("MOU") is entered into by and between CareerSource North Central Florida ("CSNCFL") as the administrative entity for and representing the Dual County Consortium Workforce Development Council ("DCCWDC") and for the North Central Florida Workforce Development Board, ("NCFWDB") and North Florida Technical College (NFTC), an Educational Organization and a onestop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). CSNCFL and NFTC are collectively referred to as the "Parties" and individually as the "Party."

#### RECITALS

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 as codified in 20 C.F.R. Part 678 ("WIOA") requires that the DCCWDC and the CSNCF, enter into an MOU with each one-stop partner identified in the legislation; and

WHEREAS, CSNCFL serves as the administrative entity for both the DCCWDC and the NCFWDB, and is authorized to conduct the negotiations and enter into the agreement which encompasses NFTC and is authorized to enter this One-Stop MOU on behalf of the DCCWDC and NCFWDB; and

WHEREAS, NFTC is a one-stop partner identified in WIOA Sec. 121(b)(1) as the grantee entity and provider of Career and Technical Education Programs at the Post-Secondary Level; and

WHEREAS, WIOA requires the DCCWDB and NCFWDB to competitively select a one-stop operator, and CSNCF has informed NFTC that the CSNCFL governing boards have selected SCAD Media, LLC, a Florida limited liability company, as the contracted one-stop operator, which assists CSNCFL in coordination among the one-stop partners; and

WHEREAS, WIOA requires that each one-stop partner shall enter into an MOU which describes the integration and coordination of each partner's program services;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSNCFL and NFTC agree as follows:

## I. PARTIES

The Parties to this MOU are CSNCFL and NFTC. The Parties acknowledge that the recitals above are true and correct.

## 2. PURPOSE

The purpose of this MOU is to state how each of the Parties will:

- A. Provide access, including access for individuals with barriers to employment, to the Career and Technical Education Programs at the Postsecondary Level through the CSNCFL One-Stop Career Centers which are a part of the American Job Center network system.
- B. Follow established processes for the referral of customers to each other when appropriate for the customer.
- C. Develop a process for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations applicable to the parties and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.
- D. Accomplish the purposes of this MOU in a non-discriminatory environment.
- E. Support the infrastructure and operating costs of the CareerSource North Central Florida One-Stop Career Center when applicable.

## 3. VISION

- A. WIOA anticipates that the one-stop partners will provide access to services in a manner that is seamless to its customers by coordinating "front door" access to services and integrating program services so that each customer can avail themselves of the services needed to obtain or retain jobs resulting in selfsufficiency.
- B. To accomplish this CSNCFL and NFTC shall work together with all the WIOA one-stop partners on program access, shared services, shared information and shared costs as required under WIOA by:
  - a. Identifying the program services offered by the parties and any applicable eligibility criteria.
  - b. Identifying prospective shared customers.
  - c. Identifying individual, shared and overlapping services to more efficiently serve shared customers.
  - d. Providing a single point of contact for partner referrals so that customers are connected to the workforce system.
  - e. Committing to continuous improvement of the workforce system.

f. Recognizing partner programs' constraints and working to eliminate the impact on shared customers.

# 4. ONE-STOP DELIVERY SYSTEM ("OSDS") SERVICES

- A. Services provided through the OSDS. Services provided through the OSDS shall include:
  - a. WIOA Title I Adult, Dislocated Worker, and Youth Program services
  - b. Referral to WIOA Title II Adult Education and Family Literacy Act services
  - c. WIOA Title III Wagner-Peyser Act employment services.
  - d. WIOA Title IV Vocational Rehabilitation program services
  - e. Carl D. Perkins Career and Technical Education Act funded programs
  - f. Older Americans Act, Title V, Senior Community Service Employment Program
  - g. Veterans programs
  - h. Trade Adjustment Assistance Act program services
  - i. Community Services Block Grant services
  - j. Unemployment Compensation
  - k. Temporary Assistance for Needy Families through Florida's Welfare Transition Program
  - I. Supplemental Nutrition Assistance Program
  - m.Youth/ Build U.S.A. programs located in the workforce area
  - n. Second Chance programs located in the workforce area
- B. Access to Services.

CSNCFL and NFTC will make their program services accessible through the OSDS by:

- a. Exchanging information about program eligibility requirements or enrollment /entrance requirements as appropriate for each other's workforce funding streams.
- b. Identifying their individual program's career services and determining how reliance upon partner career services can be achieved.

- Identifying services and activities which can be coordinated to better serve shared OSDS customers.
- d. Jointly developing and participating in training of frontline staff to assure an understanding of the eligibility, program, activities, and support services, of partner workforce funding streams.
- e. Coordinating outreach and recruitment through inter-agency coordination.
- f. Utilizing technology to facilitate access to the one-stop delivery system as reflected in the Infrastructure Funding Agreement attached as Exhibit A to the MOU.
- C. Coordinating Services.

CSNCFL and NFTC shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources and reduce duplication of program activities.
- b. Working on methods for streamlining services for customers and improve frontline staff efficiency.
- c. Co locating or making efforts to be represented in a comprehensive or affiliate one-stop location site.
- d. Enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
- e. Promoting continuous improvement of the service delivery system for all one-stop partner customers.
- f. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.
- g. Addressing the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, by providing access to services appropriate to their needs, including access to technology and materials that are available through the OSDS.
  - i. The OSDS shall assure that tools available for individuals who are sight or hearing impaired and need to access one-stop services are a part of the resources available to the public accessing one stop services and shall share the access with one-stop partner customers referred to the ne-stop for

services.

- ii. The OSDS shall assure that their premises including hallways, restrooms, and egress points can accommodate individuals who have a physical impairment.
- iii. The OSDS shall assure that computer stations, workshop rooms, workshops and interview areas can accommodate individuals with disabilities.
- D. Cross Referral,

CSNCFL and NFTC shall consider adopting policies and procedures which would encourage the referral of customers to each other as appropriate by:

- a. Reviewing their individual program policies, procedures and processes and aligning their policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co enrollment as may best benefit the customer.
- b. Sharing responsibilities for customer follow-up.
- c. Reporting to each other on the services provided to the customer and the outcomes attained.
- E. Information sharing.

CSNCFL and NFTC shall share information by:

- a. Agreeing to a "Release of Information Form" which can be used by participants of the OSDS.
- b. Assuring that a FERPA is executed for individuals enrolled in education.
- c. Observing mandatory confidentiality and privacy laws
- d. Safeguarding participant records as appropriate.
- F. Accessibility.

CSNCFL and NFTC are committed to making all their facilities, locations, programs and services accessible to assure open access to individuals with disabilities and/or needing accommodations to be able to fully take advantage of the services available through the one-stop and its partners.

# 5. TERM

This MOU shall commence on July 1st, 2022 and shall remain in full force and effect until June 30th, 2025, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 7 (TERMINATION).

## 6. MODIFICATION

- A. The MOU shall be modified to reflect changes in the terms, conditions or scope of work at any time that there is a change to way in which partners will coordinate under this MOU.
- B. The MOU shall be reviewed at least once every three (3) years and shall be modified as needed.
- C. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:
  - a. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and the infrastructure cost sharing methodologies to see if they are still accurate.
  - b. This MOU may be amended or modified by mutual consent of the parties, by the issuance of a written amendment, executed by the parties with the same degree of formality employed at the time this MOU was executed.

## 7. TERMINATION

- A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 8 (NOTICES).
- B. In the event of termination during any period of time that the MOU is required by WIOA or any related grant agreement requiring this MOU, the Parties shall renegotiate a mutually acceptable replacement MOU.

## 8. NOTICES

- A. All notices required to be given to CSNCFL under this MOU shall be sufficient when hand delivered or mailed to CSNCFL at its office located at 1112 North Main Street, Gainesville, FL 32601 addressed to the CSNCFL Executive Director.
- B. All notices required to be given to NFTC under this MOU shall be sufficient when hand delivered or mailed to NFTC at its office located at 609 N. Orange Street, Starke, FI 32091 addressed to the Project Director.
- C. All notices shall be in writing, which may include email.

### 9. NON-DISCRIMINATION

A. Each Party shall not discriminate, harass, or allow harassment against any one-stop applicant or customer on the basis of gender, race, color, ancestry, religion, political affiliation, pregnancy, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status. B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

# **10. GRIEVANCE AND COMPLAINTS**

NFTC and CSNCFL agree to utilize the grievance and complaint procedures applicable to non-discrimination complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

# **11. DISPUTE RESOLUTION**

- A. The parties agree to try to resolve disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner and the operator, for discussion and resolution.
- B. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

## 12. COMMUNICATIONS

- A. CSNCFL and NFTC shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies.
- B. References to the local OSDS shall utilize the CSNCFL logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.

## **13. AGENCY OR EMPLOYMENT RELATIONSHIP**

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of its representatives and employees with regard to all aspects of this MOU.

# 14. COMPLIANCE WITH LAWS

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

# 15. ACCEPTANCE OF SCANNED SIGNATURES

- A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- B. That the Chair and Vice Chair shall each provide the Executive Assistant of CSNCFL with an exemplar of their signatures. The Executive Assistant shall scan and convert each signature into a .jpg file. The Executive Assistant shall store and protect the electronic signatures from use by an unauthorized individual.
- C. Upon receipt of authorization from the Chair or the Vice Chair, respectively, the Executive Assistant shall place the electronic signature of the Chair or Vice Chair on any document that: (i) has been approved and authorized for execution by the Council; or (ii) that is within the authority of the Chair or Vice Chair to execute without Council approval.
- D. For the purposes of this procedure, authorization shall be provided only by one of the following methods: (i) a statement made by the Chair or Vice Chair, respectively, on the record at a duly noticed public meeting; or (ii) by email from the Chair or Vice Chair, respectively, to the Executive Assistant indicating the documents authorized for electronic signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: NORTH FLORIDA TECHNICAL COLLEGE through its Project Director authorized to execute same and CAREERSOURCE NORTH CENTRAL FLORIDA, signing by and through the CSNCFL Executive Director duly authorized to execute the same.

AS TO: NORTH FLORIDA TECHNICAL COLLEGE:

WITNESSED BY	L.S.	BY:	REE	Z
Art	_L.S	TITLE	(Signature)	retor
	DATE	: _/ <b>·</b>	-3-22	

AS TO: CAREERSOURCE NORTH CENTRAL FLORIDA:

WITNESSED BY: Mado L.S. conto L.S.

BY:

(Signature) <u>Phyllis Marty</u> TITLE: <u>EXECUTIVE DIRECTOR</u> DATE: <u>O</u>

Approved as to form by Rochelle J. Daniels Attorney

BY:

Rochelle J. Daniels

# INFRASTRUCTURE FUNDING AGREEMENT BETWEEN NORTH FLORIDA TECHNICAL COLLEGE AND CAREERSOURCE NORTH CENTRAL FLORIDA

### EFFECTIVE PERIOD OF TIME:

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	Facility Maintenance Contract	\$0.00	\$0.00		
Equipment	Copiers/Fax Machines	\$17,460.33	\$881.20		
ana an	Computers	\$ -	\$ -		
	Annual Total	\$316,899.91	\$ 32,489.59		

### INFRASTRUCTURE COST BUDGET:

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Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

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Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

### PROCESS TO REACH CONSENSUS

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

# SIGNATURES:

**One-Stop Partner-North Florida Technical College** 

Authorized Signature: Bishor Printed Name: 10 vec Title: 1 27 5 • E Date:

**CareerSource North Central Florida** 

Authorized Signature: Phile Marts
Printed Name: <u>Ayllis Marty</u>
Title: CEO
Date: 10.11.22

# Attachment A

Partner Organization	Physically Co- located Gainesville	Physically Co-located Starke	Career Services Cost	Annual Square Footage Cost Gainesvill e	Annual Cost by Square Footage Gainesville	Annual Square Footag e Cost Starke	Annual Cost by Square Footage Starke	Total Shared Infrastructure Costs
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Careersource North Central Florida 2022 – WIOA Public Comments Below