



Thursday, August 3, 2017, 11:30 AM
 CareerSource Tampa Bay, 4902 Eisenhower Blvd., Ste. 250, Tampa, FL
 Conference Dial: 1-800-511-7985
 Conference Code: 605-9608#

Executive Committee Agenda

- I. **Welcome and Introductions** Dick Peck, Chair
- II. **Chair’s Report**..... Dick Peck
- III. **Action/Discussion Items**
 - Executive Committee*..... *Dick Peck (Edward Peachey)*
 - 1. Approval of Minutes – June 8, 2017 Executive Committee Meeting Page 2
 - 2. Related Party Contracts: OJT, EWT, Workforce Services Page 10
 - Finance Committee* *Darren Veneri (Edward Peachey)*
 - 3. 2016 – 2017 Budget Modification No. 8 Page 32
 - 4. 2017 – 2018 Budget Modification No. 1 Page 33
- IV. **Other Administrative Matters**
(Items of urgency not meeting the seven-day guideline for review)
- V. **Information Item**
 - 1. Financial Update for period ended June 30, 2017 Page 37
- VI. **Committee Reports**
 - 1. Audit Committee Darren Veneri (Edward Peachey)
 - 2. Finance Committee..... Darren Veneri (Edward Peachey)
 - 3. One-Stop Committee Betsy Irizarry (Edward Peachey)
 - 4. Workforce Solutions Committee..... Sean Butler (Haley Loewn)
- VII. **President’s Report**..... Edward Peachey
- VIII. **Public Comments**
- IX. **Adjournment**
 - Next Executive Committee Meeting September 7, 2017
 - Next Board of Directors Meeting September 21, 2017
 - Next Finance Committee Meeting August 31, 2017
 - Next Workforce Solutions Committee Meeting August 16, 2017
 - Next One-Stop Committee Meeting August 23, 2017



**CareerSource Tampa Bay
Executive Committee Meeting**

Date: June 8, 2017, 11:30 a.m.

Location: 4902 Eisenhower Blvd.

Call to Order

Chair Dick Peck called the meeting to order at 11:32 AM. There was a quorum present with the following Executive Committee members participating.

Committee Members in attendance

Shannon Evans, Betsy Irizarry, Randall King, Commissioner Sandra Murman*, Dick Peck

Committee Members not in attendance

Sean Butler, Tim Harding, John Kearney, Darren Veneri

Staff Present

Edward Peachey, Alice Cobb, Haley Loeun, Juditte Dorcy, Mai Russell, Michelle Schultz, Jody Toner, Michael Bundy

Guests

Charlie Harris, Kenneth Jones*

*denotes attended via telephone

Chair's Report

- In April, the unemployment rate was at 3.7 percent. This region had the fastest annual job growth in construction, up 12.8 percent.
- To meet the demand for skilled workers in construction, Career Prep Center is offering pre-voc training in Building Trades. The next class will begin on August 28th

Action Items

Action Item 1 – Approval of Minutes

Approval of Minutes - May 4, 2017 Executive Committee meeting.

Motion: Shannon Evans

Second: Betsy Irizarry

The minutes approved as presented.

The motion carried.

Action Item 2 – 2017 – 2018 Related Party Contracts

Local Workforce Development Boards (LWDBs) are required to comply with all requirements of Section 445.007 prior to contracting with a board member, with an organization represented by its own board member, or with any entity where a board member has any relationship with the contracting vendor. This section mandates all RWBs, entering into a contract with an organization or individual represented on the Board, must meet the following requirements:

- a) Approve the contract by a two-thirds (2/3rd) vote of the Board, when a quorum has been established;
- b) Board members who could benefit financially from the transaction or who have any relationship with the contracting vendor must disclose any such conflicts prior to the board vote on the contract;
- c) Board members who could benefit financially from the transaction or board members who have any relationship with the contracting vendor must abstain from voting on the contracts; and
- d) Such contracts must be submitted to the FL Dept. of Economic Opportunity and CareerSource Florida for review.

CareerSource Tampa Bay offers a number of programs to assist in training and maintaining a highly skilled workforce. These programs include:

- On the Job Training program, or OJT, assists companies find, interview and hire the right person for their job vacancies. The OJT program then provides a unique opportunity for employers to train their new employee to their standards and processes -skills learned are directly relevant to the work the employee will perform. Employers who hire new full time workers under OJT receive reimbursement of 50% of the candidate's hourly wages or salary for up to 10-weeks of employment if the individual meets certain eligibility criteria.
- Paid Work Experience is a CareerSource Tampa Bay program that works with local employers to place individuals who are just entering the world of work or others who are re-entering the job market into a position at their company. After placing them at the company, CareerSource Tampa Bay employs and pays them for 30 days. CareerSource Tampa Bay also covers all unemployment taxes and workers comp during this "trial" period.
- Employed Worker Training (EWT) program is designed to increase the current skills of employers' existing staff with training grants (each year for each company that submits a successful application).
- EWT is a great way for employers to invest in the professional development of their employees and provide them the opportunity to acquire industry recognized certifications that can be instrumental in moving the business forward. The employer chooses the training program and instructor and CareerSource Tampa Bay helps with the cost of training. This program is designed to promote business retention, while contributing to the overall economic growth within the area.
- Grant Specific Training is defined as services not offered by CareerSource Tampa Bay that must be performed by educational institutions as outlined in the proposal and award.

Motion: Betsy Irizarry
Second: Shannon Evans

The Executive Committee requested approval of the related party agreements from the Board of Directors.

The motion carried.

Action Item 3 – 2017 – 2018 Board Officers

Tampa Bay WorkForce Alliance Bylaws states:

Section 3 – Terms of Office

The term of office for the Chair, Chair Elect, Secretary and Treasurer of CareerSource Tampa Bay shall be for one (1) year, from July 1 through June 30.

CareerSource Tampa Bay Officers may serve two consecutive terms of one year each in the same office, if re-elected, provided that the time in office does not exceed the limits of their term of membership on the Board

Officers	2016 - 2017 Board Officers	2017 – 2018 Nominees
Chair	Dick Peck	Dick Peck
Chair Elect	Shannon Evans	Shannon Evans
Treasurer	Darren Veneri	Darren Veneri
Secretary	Vacant	Randall King

Motion: Betsy Irizarry

Second: Shannon Evans

The Executive Committee recommended approval to reaffirm the current slate of officers for 2017 – 2018 and nominate Randall King for the office of Secretary.

The motion carried.

Action Item 4 – Board Directors Reappointment

The following Board Members’ appointment term period is scheduled to expire on June 30, 2017.

Representation	Name
Veterans	Tom Aderhold
Education	W. Scott Brooks
Individuals with Barriers	Sheryl Brown
Business	Sean Butler
Education	Ginger Clark
Business	Shannon Evans
Business	Robert Garry
Education	Tim Harding
Vocational Rehab	John Howell

Business	Betsy Irizarry
Business	John Kearney
Dept. of Children & Families	Jennifer Kuhn
Business	Rosanna Matucan-Carson
Government-Other	Sandra Murman
Labor Organization	Paul Orvosh
Business	Dick Peck
Economic Development	Yanina Rosario
Business	Eileen Schneider
Business	Mark Sharpe
Business	Darren Veneri

A message was sent to the afore-mentioned board members asking whether s/he intends to seek reappointment. Those who responded have agreed to serve another term.

Motion: Randall King
 Second: Shannon Evans

*The Executive committee recommend approval of the aforementioned Board Members whose term expire on June 30, 2017 for a two-year term extension (July 1, 2017 June 30, 2019).
 Forward this recommendation to the appointing authority, the Hillsborough County Board of County Commissioners.
 The motion carried.*

Action Item 5 – 2017 - 2018 Budget Modification No. 7

Total budgeted revenue has increased from \$24,930,192 to \$25,080,173 for an overall increase of \$149,981. This is due to the following:

Welfare Transition Programs:
 Increase in Welfare Transition of \$149,981
 Additionally, there was an increase in expenditures of \$229,999.

Motion: Randall King
 Second: Betsy Irizarry

*The Executive committee recommended approval of the adjustments to the revenue budgets and resultant modifications to the expenditure budgets.
 The motion carried.*

Action Item 6 – Vendor Recommendation: Copier Lease

The Executive Committee approved the issuance of a Request for Proposals from qualified providers printing, copying, scanning and fax solution to replace existing equipment. On April 3rd, CareerSource Pinellas in collaboration with CareerSource Tampa Bay released the Request for Proposal.

The RFP closed on May 1, 2017. Five responses were received. A response from Imaging Experts was submitted past the proposal deadline and was returned unopened. The remaining four responses were reviewed by two CareerSource Pinellas/CareerSource Tampa Bay staff and Complete Technology Solutions Information Technology Projects Director.

The result of the evaluation scoring is below:

Organization	Average Score (100 maximum points)
Dex Imaging	90
Toshiba Business Solutions	80
RICOH	79
Zeno Office Solutions	77

Motion: Shannon Evans
Second: Betsy Irizarry

*The Executive committee recommended entering into an agreement commencing on October 1, 2017 and terminating December 31, 2018 with an option to extend for up to four (4) additional years, based on performance and funding availability.
The motion carried.*

Action Item 7 – Vendor Recommendation: MOU with Tampa Hillsborough EDC

This memorandum of understanding is intended to coordinate resources and ensure the effective and efficient delivery of workforce services in Hillsborough County. These resources will focus on retention and growth of employers and the services available through both Tampa Hillsborough Economic Development Corporation (THEDC) and CareerSource Tampa Bay.

Motion: Randall King
Second: Commissioner Sandra Murman

*The Executive committee recommended approval of the memorandum of understanding with Tampa Hillsborough Economic Development effective July 1, 2017 through June 30, 2018 and renew for successive one-year term.
The motion carried.*

Action Item 8 – Approval of Training Vendor Rasmussen College

Rasmussen College has a license from the Commission for Independent Education (#4376). Staff conducted a site visit on May 2, 2017. Rasmussen College does report data to Florida Education & Training Placement Information Program (FETPIP).

FETPIP has now ended collecting data for 15-16 fiscal year. Rasmussen College agrees to report student data to FETPIP in a timely manner.

Courses/Certificate/Diploma Programs

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration Of Training	Completion Rate	Average Wage At Placement
Practical Nursing - Diploma	n/a	\$20,150	\$5,345	\$25,495	1 1/2 Years	42%	\$20.69 per hour
Professional Nursing - Associate's Degree	n/a	\$40,685	\$7,955	\$48,640	2 years	44%	\$32.34 per hour
Health Information Technician - Associate's Degree	n/a	\$18,810	\$4,875	\$23,685	2 years	33%	\$17.78 per hour
Medical Assisting - Diploma	n/a	\$10,659	\$3,215	\$13,874	1 1/2 years	52%	\$14.66 per hour
Medical Administrative Assistant - Certificate	n/a	\$9,880	\$2,340	\$12,220	1 year	42%	\$15.83 per hour

Motion: Shannon Evans
 Second: Betsy Irizarry

*The Executive committee recommended approval of Rasmussen College as an approved training vendor for Local Workforce Development Board 15/CareerSource Tampa Bay.
 The motion carried.*

Action Item 9 – Approval of Training Vendor Career Tech, LLC

Career Tech, LLC has a license from the Commission for Independent Education (#4325). Staff conducted a site visit on April 25, 2017. Career Tech, LLC does report data to Florida Education & Training Placement Information Program (FETPIP). FETPIP has now ended collecting data for 15-16 fiscal year. Career Tech, LLC agrees to report student data to FETPIP in a timely manner.

Courses/Certificate/Diploma Programs

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration Of Training	Completion Rate	Average Wage At Placement
Commercial Truck Driver - Diploma	N/A	\$5,995.00	Included	\$5,995.00	3 Weeks	95%	\$20.00 Per Hr.

Motion: Shannon Evans
 Second: Betsy Irizarry

The Executive committee recommended approval of Career Tech, LLC as an approved training vendor for Local Workforce Development Board 15/CareerSource Tampa Bay.

The motion carried.

Action Item 10 – Approval of Training Vendor Utica College

Utica College has a license from the Commission for Independent Education (#4919). Staff conducted a site visit on May 1, 2017. FETPIP has now ended collecting data for 15-16 fiscal year. Utica College agrees to report student data to FETPIP in a timely manner.

Courses/Certificate/Diploma Programs

Program – Course # - Type of Degree or Certificate	Books & Supplies	Tuition	Fees	Total Cost	Duration Of Training	Completion Rate	Average Wage At Placement
Advanced Bachelor Science of Nursing Program	\$1,707	\$50,654	\$1,400	\$53,761	16 months	87%	\$32.45

Motion: Shannon Evans

Second: Randall King

The Executive committee recommended approval of Utica College as an approved training vendor for Local Workforce Development Board 15/CareerSource Tampa Bay.

The motion carried.

Other Administrative Matters

None was brought forward for action.

Information Item

Financial Update for period ended April 30, 2017

The Grant Award to Actual Expenditures report was provided in the meeting packet. CareerSource Tampa Bay has expended 60% of its 2016 - 2017 budgets.

Committee Reports

Finance Committee

- The BOCC has approved next fiscal year planning budget. The budget will be submitted to CSF for review.
- Also, Tax Form 990 was presented and noted by the committee.

One Stop Committee

- The One Stop Committee met on May 24th and approved the vendor recommendation for Copier Lease.

- As an update on center activities thru March 31st, 2017
 - The employability skills workshop attendance for all centers was at 8,362. Up by 4% when compared to last year's at 8,024.
 - The top three workshops that had the highest attendance
 - Resume Development
 - Professional Interviewing Skills
 - Basic Computers
- Pre-vocational training enrollments, YTD 263 individuals have completed training. Of those...
 - 107 individuals completed the welding training.
 - 70 individuals completed soldering.
 - 3-D printing: 25
 - Industrial machine maintenance: 12
 - Construction/Building Trades: 36
 - Production Technician: 13
- Youth Programs
 - No. of youth served: 1,228 (82% of goal). Of those:
 - 303 earned credentials
 - 231 placed into employment, with an average wage of \$11.32
 - 24 enrolled into post-secondary institutions

Workforce Solutions Committee

- The Workforce Solutions Committee met on May 16th. The committee approved training providers and received updates on committee goals and training provider outcomes.
- The Daily Governors Job report ranks each of the 24 local workforce boards based on job placement every month. For March and April, we were ranked 1st place. The latest report shows we maintained 1st place for the month of May, as well.
- For past several years, CareerSource Tampa Bay has successfully hosted the annual Business & Education Summit. This year, we are excited to announce The National Conference on Industry Sector Growth Strategies which will be a three day conference held at the St. Petersburg/Clearwater Marriott on December 7th -9th. More information will be shared at our upcoming board meeting on June 22nd.
- The Youth Virtual Job Fair was held during the week of May 14th through May 20th, and was a great success. A recap of participating employers, candidates, and verified hires as follow:
 - 3,651 registered Job Seekers
 - 122 Employers
 - Positions included:
 - Customer Service, Sales, Human Services, Retail, Manufacturing, CNC, Welding, Administrative, Hotel/Hospitality
 - 53 hires have been reported in fields such as Customer Service, Retail, Front desk, Marketing, and Hospitality

Public Comments

There was none.

Adjournment

The meeting was adjourned at 12:12 p.m.



Action Item 2

Related Party Contracts: OJT, EWT, Workforce Services

Background

A list of related party contracts was presented to the Executive Committee and then full Board of Directors at their meetings in June 2017 in accordance with the Conflict of Interest policy that had been issued by CareerSource Florida several years ago. CareerSource Florida amended their policy in May, 2017. Below is a summary of the changes in the policy:

- The revision changes the required documentation specified in Section V, Required Documentation, subsections a)-j).
- Language was also added to Section V to provide clarity on requirements and the intent of the policy. Request for approval of contracts should only be submitted when the contracts will be executed and services specified in the contracts will begin within a reasonable time following approval of the contracts. Seeking “blanket” approval of future potential contracts is not within the spirit of the policy.
- The authorized signature for the Contract Information Form was changed to require the signature of the board chair or vice chair. In addition to this change, modifications were made to the form to gather additional information.

Information

As a result of this policy change by CareerSource Florida, staff have already reached out to many of the Board members who had declared a conflict during the voting at the June Board meeting to obtain the required updated conflict forms. In addition, staff has provided the new policy to counsel for his review and consideration of the definition of a conflict as it appears we may have been overly conservative in the past in asking Board members to declare a conflict when there may not have been a “personal financial gain” as is required for a conflict. Finally, staff have created new standard operating procedures for our OJT process and our EWT process as well as a new contract document that combines all workforce services (OJT/PWE, EWT) into one agreement for use.

Recommendation

Staff requests approval by the Executive Committee of the OJT Standard Operating Procedure, the EWT Standard Operating Procedure and the Workforce Services contract agreement form. See all attached.



Issuance Date: Original Issuance June 11, 2010; reissued June 2017
Effective Date: Immediately upon Issuance
To: All Employers entering into an OJT agreement with CareerSource as well as CareerSource Business Services Staff and other staff involved in the OJT program
Subject: On the Job Training Program (OJT)

PURPOSE:

The purpose of this policy is to formalize the CareerSource Pinellas and CareerSource Tampa Bay's standard operating procedures pertaining to the OJT program, including responsibilities of the employer, invoicing procedures, etc.

BACKGROUND:

The On-the-Job (OJT) Program is a federally funded program sponsored and administered by CareerSource under the Workforce Innovation and Opportunity Act as well as other employment and training programs. It is designed to promote reintegration into the workforce and assist businesses in Hillsborough and Pinellas counties with the training and employment needs of their workforce so that the Employer and employee can maintain a competitive edge in the marketplace.

Within an OJT program, the employer hires the individual who has been who has been determined eligible by CareerSource staff and referred to the employer, provides agreed to job specific occupational training, and in exchange, the employer is reimbursed the extraordinary cost of training.

POLICY:

It is the policy of CareerSource Tampa Bay and CareerSource Pinellas (hereinafter referred to as CareerSource) that CareerSource shall make the OJT program available, within annual budget constraints, to any Hillsborough and Pinellas County employer who meets the guidelines specified herein.

APPLICABILITY:

This OJT policy applies to all CareerSource staff, DEO staff located within the CareerSource offices, program contractors involved in delivering the OJT program as well as any employer entering into an OJT agreement with CareerSource.

RESULTS OF FAILURE TO COMPLY WITH POLICY:

Failure of any individual identified under "Applicability" above to comply with this OJT policy may result in disciplinary action in accordance with the Personnel Handbook. If an OJT employer or a contractor fails to comply with this policy, the agreement or contract may be cancelled at the discretion of the CareerSource President and CEO.

DETAILS:

Following are details and processes/procedures that pertain to this OJT policy.

A. The responsibilities of the employer shall include:

1. Providing employment and training to enable the trainee to attain an acceptable level of functioning in the occupation as it exists in the employing establishment and as specified in the Training Outline of the agreement. See example included as Attachment I. Emphasis shall be placed on occupations listed on the Region's Targeted Occupations List for the CareerSource OJT Program.
2. Hiring the eligible trainee at the inception of his/her training period as a member of the employer's regular permanent work force. An eligible trainee cannot be hired as an independent contractor who would receive a 1099 in lieu of a W2 as these individuals would be considered self-employed and not an employee of the employer.
3. Retaining the trainee as a permanent employee at the conclusion of his/her training period, for a minimum of six (6) months if the trainee has the minimum level of performance required for the job title in which the person was trained.
4. Compensating the trainees under the OJT agreement at the rate, including periodic increases, as other persons employed by the employer in the same or similar jobs. Also, the trainee is to be provided with the same terms of employment, insurance coverage, working conditions, pay and fringe benefits, accorded to other employees presently in the employer's workforce.
5. Complying with all applicable federal, state and local laws related to the execution of the training program described in the OJT agreement as well as this OJT policy.
6. Cooperating with CareerSource in every reasonable way to ensure the successful delivery of the training program described in the OJT agreement. Specific training objectives shall also be described in OJT agreement.
7. Providing timely, complete and accurate invoices in accordance with this policy.

B. The responsibilities of CareerSource shall include:

1. Determining the eligibility of the trainee and occupation prior to the hire date in accordance with federal, state and local guidelines.
2. Limiting the duration of the training to training hours necessary for the trainee to become proficient in the training occupation(s).
3. Reimbursing the employer an amount not to exceed 50% of the hourly rate per participant for a time period up to 10 weeks and or/ 400 hours based on job skill level or the end date of the agreement. Time periods exceeding 10 full work weeks/ 400 hours, must be preapproved by the CareerSource President and CEO. CareerSource performance and obligation to pay shall be contingent upon availability of funds.

C. Payments under an OJT agreement:

1. CareerSource's liability under the OJT agreement shall be contingent upon the continued availability of legislatively appropriated and allocated funds. The employer agrees that CareerSource shall be the final determiner of the availability of such funds.
2. A fixed reimbursement rate will be used for all OJT contracts. In accordance with this policy, employers shall be reimbursed the same proportion of the trainee's wage throughout the duration of the contract.
3. OJT payments will be made in an amount not to exceed 50% of the trainee's hourly rate for a time period determined by necessary skill level or a maximum of 10 weeks and/or 400 hours. OJT payments will be based on a maximum 40 hour work week. CareerSource will not be responsible for payments that exceed 40 hours such as overtime, holiday pay, paid time off, commission and tips. CareerSource shall also retain the right to exceed the 10 week/400 hour limit based on preapproval of specialized training.
4. CareerSource will make payment to the employer upon receipt and subsequent approval of the completed Training Outline, Participant Update from as well as copies of payroll forms showing the pay rate of the participant.
5. In the event that the paperwork is not received within 45 days of the agreement end date, CareerSource may not pay for the cost of the training unless approved in advance by the President and CEO. In the event that the agreement is not effective for the determined number of weeks or 10 weeks in advance of the participants training, payments will be limited to the number of weeks/hours based on contract end date.

D. Program and Reporting Requirements:

1. The employer shall inform an authorized Representative of CareerSource of any continued absenteeism, sickness, or other problems that may arise regarding a trainee for any reason within five (5) days of the occurrence of the events.
2. The employer shall notify an authorized Representative of CareerSource, in writing, of the termination of a trainee for any reason within five (5) calendar days of the occurrence of the events.
3. The trainee shall be paid for overtime hours worked in accordance with federal, state and local laws. CareerSource will not reimburse 50% of any overtime.
4. No training will commence prior to the contracted training start date.
5. No currently employed worker shall be displaced by an OJT trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits.
6. No funds provided by the OJT agreement shall be used to train participants to fill a job opening created by the action of the employer in laying off or terminating the employment of any person in anticipation of filling the vacancy with an OJT trainee.

7. No OJT trainee shall be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze or when any regular employee is on lay-off from the same or substantially equivalent position or when the regular employee has been bumped and has recall or bumping rights to that position pursuant to the employer's personnel policy or a collective bargaining agreement.
8. No officer, employee, agent or representative of the employer may charge an individual a fee for the placement or referral of such individual in or to an OJT position funded under the OJT agreement.
9. If a Collective Bargaining Agreement is in effect during the OJT agreement period covering occupations in which training will take place, then the employer will notify in writing the appropriate collective bargaining agent for the occupation in which training will take the place under the OJT program and the employer will obtain the written concurrence from the collective bargaining agent, or in the alternative if the employer has not received a response from the collective bargaining agency within thirty (30) days after written notification to the collective bargaining agent, the employer shall maintain written evidence of the notification to and the concurrence of the collective bargaining agent.
10. No OJT agreement is authorized if an employer has relocated all or part of its business (located in the US or its territories) within the previous 120 days and relocation resulted in the loss of employment at original site.

E. Terms and Conditions of an OJT Agreement. The following terms and conditions are applicable to all OJT agreements:

1. The employer shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by CareerSource under an agreement.
2. The employer shall retain all financial records, including the time and attendance records of CareerSource referred and hired trainees, and any other documents pertinent to the OJT agreement for a period of three (3) years after termination of this agreement, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.
3. The employer shall allow access to these records during normal hours of operation for inspection, review, or audit by personnel duly authorized by CareerSource, as well as by State and Federal personnel.
4. The employer shall return to CareerSource any overpayments due to unearned funds or funds disallowed pursuant to the terms of this agreement disbursed by CareerSource.
5. The employer shall be liable for, and to indemnify, defend, and hold CareerSource harmless, to the extent allowed by law, from all claims, suits, judgments, or damages, including court costs and attorneys' fees, arising out of the negligent acts or omissions of the employer in the course of the operation of this agreement. Nothing in the agreement shall be intended to serve as a waiver of sovereign

immunity by any provider to which sovereign immunity may be applicable. Nothing in the agreement shall be construed as consent by a state agency or political subdivision of the State of Florida to be used by third parties in any matter arising out of any agreement.

6. The employer shall prohibit OJT and/or customized training in sectarian activities. WIOA financial assistance may not be used to employ or train participants in religious activities. Such assistance may be used for such employment or training only when the assistance is provided indirectly within the meaning of the Establishment Clause of the U.S. Constitution, and not when the assistance is provided directly. Assistance provided through an Individual Training Account is generally considered indirect, and other mechanisms may also be considered indirect. See also 20 CFR 667.275 and 29 CFR 37.6(f)(1). 29 CFR part 2, subpart D also contains requirements related to equal treatment in Department of Labor programs for religious organizations, and to protecting the religious liberty of Department of Labor social service providers and beneficiaries. Limitations on the employment of participants under WIOA to carry out the construction, operation, or maintenance of any part of any facility used or to be used for religious instruction or as a place for religious worship are described at 29 CFR 37.6(f)(2).
7. Individuals trained under this agreement shall not have any responsibilities or activities involved in lobbying of state or federal legislatures, judiciaries or agencies.

ACTION STEPS REQUIRED FOR STAFF:

Following are the action steps that must be taken by each CareerSource staff and DEO staff located within a CareerSource office involved in delivering the OJT program.

- A. Each staff must review this policy directive. If the staff has a question about anything contained herein, it is his/her responsibility to immediately bring the question to the attention of his/her supervisor. If not resolved, the supervisor will contact the individual named under "Inquiries" below.
- B. It is the responsibility of each individual to immediately report any breach of this policy to the attention of the person named below.
- C. Each supervisor, manager, and director is responsible for informing employees involved in delivering the OJT program of this policy.
- D. Each individual must replace previous OJT policies with this policy reissuance.

POLICY AMENDMENTS OR REVOCATION:

Notwithstanding any of the foregoing, CareerSource reserves the right to revise or revoke this policy at any time.

This policy is written to establish local procedures and is not intended to supersede any applicable laws or regulations. Failure by CareerSource to adhere strictly to the steps outlined within this policy shall not be construed as a violation of any rights or administrative procedures.

INQUIRIES:

Any question about this policy should be directed to the CareerSource Director of Employer Services.



OJT Workforce Services: INDIVIDUAL OJT TRAINING PLAN

1. Job Title: _____

2. Trainee Name: _____ SSN: _____ - _____ - _____

3. Hourly Wage: \$ _____

4. Start Date of OJT: _____

5. List job duties in which training will be provided (use additional sheets if needed or attach formal job description).

6. Occupational Title: _____

7. Length of Training: _____ *Weeks* _____ *Hours*

8. End Date of OJT: _____

9. Cost to CareerSource: \$ _____

Employer's Original Signature

Date

CareerSource Original Signature

Date



OJT Workforce Services: INDIVIDUAL OJT/PWE REIMBURSEMENT FORM

Employer expense reimbursement is requested for providing training as outlined the Initial Hire Form. This is a statement to certify that _____ (participant name) has received training as specified in the Training Outline from: _____ to _____. Participant Last 4 of SSN: _____

Employer/Company Name: _____

Employer Address: _____

Employer Contact & Phone: _____

Number of Weeks Requested: _____

Number of Hours Requested: _____

Total Reimbursement Amount Requested: _____

In order to request reimbursement of funds, please provide all of the following documentation via email to OJTinvoice@careersourcetampabay.com or fax to 855-484-6949.

- 1. Payroll Documents such as paystubs showing pay period dates, pay date, type of hours worked, rate of pay, deductions, etc.*
- 2. Timesheet Detail for only the FIRST and LAST week worked of the OJT/PWE Training Period (We do not need timesheet detail for the entire training period).*
- 3. W9 Form for employers receiving an OJT/PWE Reimbursement for the first time.*

Signature, Employer's Representative

Date

Signature, CareerSource

Date



Issuance Date: Original Issuance May 11, 2007; reissued June 2017
Effective Date: Immediately upon Issuance
To: All Employers entering into an EWT agreement with CareerSource as well as CareerSource Business Services Staff and other staff involved in the EWT program
Subject: Employed Worker Training Program (EWT)

PURPOSE:

The purpose of this policy is to formalize the CareerSource Pinellas and CareerSource Tampa Bay's standard operating procedures pertaining to the EWT program, including responsibilities of the employer, invoicing procedures, etc.

BACKGROUND:

The Employed Worker Training Program (EWT) is a federally funded program sponsored and administered by CareerSource under the Workforce Innovation and Opportunity Act (WIOA) as well as other employment and training programs. WIOA recognizes that employed workers may require help in order to obtain or retain jobs that lead to self-sufficiency. It allows the use of local formula funds to serve these employed workers through the EWT program. The program is designed to introduce new technologies, introduce new production or service procedures, upgrade skills for jobs that require additional skills, and develop higher technical skills to prevent the layoff of currently employed workers. This is accomplished by assisting businesses in Hillsborough and Pinellas counties with the training and employment needs of their workforce so that the Employer can maintain a competitive edge in the marketplace, expand and retain workers.

The EWT program provides grant funding for continuing education and training of current employees at existing businesses in Hillsborough and Pinellas counties. Within the EWT program, the employer trains current employees who have been determined eligible by CareerSource staff, provides agreed to job specific occupational training, and in exchange, the employer is reimbursed for a portion of the cost of training for preapproved, direct, training related costs. This program is not intended for onboarding or new hire training.

POLICY:

It is the policy of CareerSource Tampa Bay and CareerSource Pinellas (hereinafter referred to as CareerSource) that CareerSource shall make the EWT program available, within annual budget constraints, to any Hillsborough and Pinellas County employer who meets the guidelines specified herein and within the solicitation document released each year.

APPLICABILITY:

This EWT policy applies to all CareerSource staff, DEO staff located within the CareerSource offices, program contractors involved in delivering the EWT program as well as any employer entering into an EWT agreement with CareerSource.

RESULTS OF FAILURE TO COMPLY WITH POLICY:

Failure of any individual identified under “Applicability” above to comply with this EWT policy may result in disciplinary action in accordance with the Personnel Handbook. If an EWT employer or a contractor fails to comply with this policy, the agreement or contract may be cancelled at the discretion of the CareerSource President and CEO.

DETAILS:

Following are details and processes/procedures that pertain to this policy.

1. Definitions applicable to the EWT program:

- a. Credential and/or Certificate - Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates.

A certificate is awarded in recognition of an individual’s attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards are not included in this definition. Work readiness certificates are also not included in this definition. A certificate is awarded in recognition of an individual’s attainment of technical or occupational skills by:

- 1) A state educational agency or a state agency responsible for administering vocational and technical education within a state.
 - 2) An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs.
 - 3) A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual’s knowledge, skills, and abilities.
 - 4) A registered apprenticeship program.
 - 5) A public regulatory agency, upon an individual’s fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector).
 - 6) A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons.
 - 7) Job Corps centers that issue certificates.
 - 8) Institutions of higher education which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes.”
- b. Public Institutions of Higher Learning - Public post-secondary educational institutions eligible to receive Federal funds under Title IV of the Higher Education Act of 1965 and that provide programs leading to associate degrees, baccalaureate degrees or certificates. This includes accredited universities and community colleges as well as some technical institutes.
 - c. Soft Skills - a “term often associated with a person's "EQ" (Emotional Intelligence Quotient), the cluster of personality traits, social graces, communication, language, personal habits, interpersonal skills, managing people, leadership, etc. that characterize relationships with other people” (Career Opportunities News, 2002). Examples of soft skills training programs

that qualify within an EWT agreement include certificates in Sales, Leadership, and similar non-technical skills.

- d. Targeted Industry Sectors – CareerSource limits the EWT program to training in Board recognized targeted industry sectors.
- Healthcare
 - Manufacturing/Construction
 - Information Technology
 - Financial & Professional Services

Apprenticeship program in any sector, including a sector/industry not listed above, are eligible to apply for funding.

2. Qualifications of employers

- a. Organizations and entities eligible to apply for an EWT agreement must fall under at least one of the following three categories:
- Employer
 - Entity that carries out programs under the National Apprenticeship Act
 - Public Institution of Higher Learning located in Hillsborough or Pinellas County.
- b. Employers, entities that carry out programs under the National Apprenticeship Act registered apprenticeship programs, and public institutions of higher learning must be approved to do business in the State of Florida and have not been suspended or debarred from doing business with the state or federal government to be eligible for an EWT award.
- c. In the application process, additional consideration will be given to employers who will provide training that results in a degree, industry certification, and/or license. Examples of industry certifications include CompTIA certification or NIMS credentials. Examples of occupational licenses include Pharmacy Technician and Registered Nurse.
- d. Employers must be in good financial standing and be able to provide a DUNS number and/or most recent financial statements.

3. The responsibilities of the employer shall include:

- a. Providing training under the EWT agreement for existing eligible full-time employees as specified in the Training Outline attached to the agreement.
- b. Maintaining trainee wages at \$12.00 per hour or higher after training.
- c. Compensating the trainees under the EWT agreement at the rate, including periodic increases, as other persons employed by the employer in the same or similar jobs and have similar training, experience and skills. Also, the trainee is to be provided with the same terms of employment, insurance coverage, working conditions, pay and fringe benefits, accorded to other employees presently in the employer's workforce. Cover the employer trained under this Agreement with Worker's Compensation insurance as is consistent with Chapter 440, Florida Statutes.
- d. Maintaining records of attendance at training and payroll.

- e. Complying with all applicable federal, state and local laws related to the execution of the training program described in the attachments to the EWT agreement as well as complying with this EWT policy.
- f. Cooperating with CareerSource in every reasonable way to ensure the successful delivery of the training program described in the agreement. Specific training objectives shall also be described in the Training Plan which shall be an Attachment to the EWT agreement.
- g. Providing timely, complete and accurate invoices in accordance with this policy.
- h. Providing resources and/or leveraged funds equivalent to a minimum of 50 percent of the total funding under the EWT agreement. Employers shall be required to pay a minimum of 50 percent of direct training costs, i.e. instructors' wages, tuition, curriculum development, textbooks, materials and supplies. Additional resources and/or leveraged funds can include trainee wages, facility usage if training occurs at the employer's work site, prorated training equipment purchase, and travel costs if applicable. Documentation of leveraged resources will be required from the employer with the submission of each invoice.

4. The responsibilities of CareerSource shall include:

- a. Determining the final eligibility of the trainee in accordance with federal, state and local guidelines.
- b. Limiting the duration of the training to time necessary for the employer to introduce new technologies, introduce new production or service procedures, upgrade skills of current employees for jobs that require additional skills, and/or develop higher technical skills to prevent the layoff of currently employed workers.
- c. Reimbursing the employer an amount not to exceed 50% of the direct training costs.

5. Payments under an EWT agreement:

- a. CareerSource's liability under the EWT agreement shall be contingent upon the continued availability of legislatively appropriated and allocated funds. The employer agrees that CareerSource shall be the final determiner of the availability of such funds.
- b. Payments shall be made to Employer on a performance basis in accordance with this policy and the budget attached to the EWT agreement.
- c. The employer shall be required to submit an invoice within 30 days of completion of training. The employer must submit an invoice for a minimum of 50% of the amount of the EWT agreement or provide a written commitment of scheduled training as soon as possible but by no later than April 15th. For training ending after May 15th, the final invoice for reimbursement must be submitted no later than May 30th. CareerSource shall withhold final payment until all documentation specified within the EWT agreement received. The invoice shall include:
 - 1) Reporting and documentation to support the amount of resources and/or leveraged funds provided by the employer, in category and dollar amount.
 - 2) Documentation of paid invoices provided to the employer by the employer selected training provider and/or educational institution, to include a payment receipt, canceled check, or other verification to support the actual cost and payment.

- d. For every performance measure for each eligible trainee who participated in training as outlined in the EWT agreement, the employer shall provide completed and signed trainee packets with the invoice, to include:
 - 1) Current year Employed Worker Application (Participant Profile). This form must be completely filled out, signed by the employee and employer, and dated on or before the first date of training;
 - 2) Grievance/Complaint and Whistleblower form (initialed and signed prior to training);
 - 3) Copies of the I-9 form or Driver's License and Social Security Card;
 - 4) Selective Service Registration Verification form for all males born after 1960;
 - 5) Current INS information to support trainee's right to work in the U.S., if applicable; and
 - 6) Certificates of completion for each training (signed and dated from the training institution as applicable).
- e. The above referenced documents must be submitted by the employer as both a hard paper copy and USB or electronically. If at any time it appears that funds are not going to be expended, CareerSource shall reserve the right to de-obligate funds from the EWT agreement.
- f. As described previously under "Employer Responsibilities," employers will be required to provide resources and/or leveraged funds equivalent to a minimum of 50 percent of the total funding under the EWT agreement. Employers must pay a minimum of 50 percent of direct training costs, i.e. instructors' wages, tuition, curriculum development, textbooks, materials and supplies. Additional resources and/or leveraged funds can include trainee wages, facility usage if training occurs at the employer's work site, prorated training equipment purchase, and travel costs if applicable. Documentation of leveraged resources will be required from the employer with the submission of each invoice.
- g. The following activities or costs shall not be funded with any EWT grant funds:
 - 1) trainees' salaries;
 - 2) purchase of equipment, furniture or fixtures;
 - 3) travel and related incidental costs;
 - 4) political activity, lobbying of state or federal or local legislators, or to promote or oppose unionization, judiciaries or agencies; or
 - 5) Religious or anti-religious activity.
- h. The employer shall be required to acknowledge and agree that any expenses incurred above and beyond the grant funds shall be borne and paid by the employer. The employer shall be liable for any project funds used for purposes other than payment of costs listed in the approved budget of the EWT agreement.
- i. The employer shall indemnify and hold CareerSource harmless for claims made by any third party with respect to expenses incurred or activities performed by the employer in fulfillment of this project.
- j. The employer shall be required to agree to return to CareerSource any overpayments due to unearned funds or funds disallowed pursuant to the terms of the EWT agreement disbursed by CareerSource.

6. Program and Reporting Requirements:

- a. During the term of the EWT Agreement, the employer shall provide CareerSource with immediate notification if a deviation from the EWT agreement occurs. The employer shall also

respond within 48 hours to any inquiries by CareerSource regarding status on training and/or expenditures.

- b. Fifteen (15) days prior to the expiration of the EWT agreement, the employer shall be required to provide CareerSource with a written certification that the training program had been completed in compliance with the terms and conditions of the EWT agreement.
- c. Training must meet the USDOL guidelines for awarding a certificate/credential.
- d. No training will commence prior to the training start date in the EWT agreement.
- e. CareerSource shall reserve the right to request detailed curriculum for each training program for evaluation prior to approval of funding.
- f. Trainees must be existing full-time employees.
- g. The employer shall be required to respond to quarterly follow-up checks on trainee employment status by CareerSource staff for a period of up to three years after the final invoice.
- h. The employer shall use its best efforts to retain the trainee in unsubsidized full time employment following the successful completion of the training included in the EWT agreement. If the employer decides not to retain the trainee as a full time permanent employee, the employer shall be required to provide CareerSource with the reason(s) why.

7. Terms and Conditions of an EWT agreement. The following terms and conditions are applicable to all EWT agreements:

- a. The employer shall warrant that the information set forth in the application is true, correct and complete in all material aspects and that such application may only be amended by prior approval of CareerSource and subject to mutual agreement by all parties.
- b. The funds provided through an EWT agreement shall be expended solely for the purpose of the approved training program.
- c. The employer shall agree to list all local job openings with CareerSource. The employer will be assigned a CareerSource Account Manager and will communicate all necessary information to list open positions. This does not preclude the employer shall from utilizing other forms of hiring.
- d. The employer shall agree to comply with
 - 1) The Drug-Free Workplace Act of 1988, Public Law 10-690, Title V, Subtitle D; 41 U.S. code 701 et seq; 29 CFR Part 98, Federal Register 54CFR 4946.
 - 2) Non-discrimination and harassment-free workplace provisions of federal laws. The employer shall not discriminate against any person, applicant or employee employed in the performance of the EWT agreement, or against any applicant for employment because of race, color, national origin (including limited English proficiency [LEP]), religion, sex, marital status, age, disability, political affiliation, or belief, on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States. The employer shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.
 - 3) OMB Circular A-133 if applicable.
 - 4) Chapter 440 (Workers' Compensation) of the Florida Administrative Code (FAC) which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that chapter. The employer shall be required to affirm that it will comply with such provisions before commencing the performance of the work under the EWT

agreement. The provision shall apply to the extent provided by federal laws, rules and regulations.

- 5) Adhering to health and safety standards established under Federal and State law. Employer shall keep records of participant injuries and illnesses in accordance with the provisions of Part 1904 of Title 29 of the Code of Federal Regulations.
- 6) To the extent the EWT agreement is funded in excess of \$100,000, the employer shall be required to comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 7401 et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, and the State of Florida Energy conservation Plan issued in compliance with the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871). [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]. The employer shall be required to report any violation of the above to the CareerSource contact listed in this agreement.
- 7) To the extent the EWT agreement is funded in excess of \$100,000, the employer shall be required to comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 8) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). To the extent the EWT agreement is funded in excess of \$100,000, the employer shall be required to file the required certification under this federal legislation. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 9) Environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-

523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

- e. Employer shall retain all financial records and any other documents pertinent to the EWT agreement for a period of three (3) years after termination of the EWT agreement, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.
- f. Employer shall allow access to these records during normal hours of operation for inspection, review, or audit by personnel duly authorized by CareerSource, as well as by State and Federal personnel.
- g. During the term of the EWT agreement, the employer shall comply with the following audit and record requirements:
 - 1) maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures for funds provided by CareerSource under the EWT agreement for a period of three (3) years after conclusion of the agreement;
 - 2) submit all bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit;
 - 3) maintain financial records and reports related to funds paid to any parties for work on the matters which are the subject of the EWT agreement; and
 - 4) include these record-keeping requirements in contracts and subcontracts entered into by the employer with any party for work required under terms of the EWT agreement.
- h. During the term of the EWT agreement, the employer shall assume the risk of any claims, suits, judgments or damages arising from the employer's performance of, or failure to perform, the tasks and duties which are the subject of the EWT Agreement, or from the employer's participation in the EWT program. The employer shall be required to indemnify, defend, and hold CareerSource harmless from all claims, suits, judgments or damages arising out of intentional acts, negligence or omissions resulting from the employer's performance of the tasks and duties which are the subject of the EWT Agreement.
- i. The employer shall be required to verify that there is a current I-9 form on file for each participating employee hired on or after November 6, 1986 that verifies date of birth, American citizenship or right-to-work, and that this information will be provided to the location specified by CareerSource and/or State of Florida Agency, and/or a department of the US Federal Government within 48 hours of request. However, as specified in Section 1008.39(4), Florida Statutes, the information which, if released, would disclose the identity of the person to whom the information pertains or disclose the identity of the person's employer is confidential and exempt from the provisions of Section 119.07(1), Florida Statutes. Should the employer not have a completed I-9 on file for a participating employee hired on or after November 6, 1986, the employer will be required to make copies of the trainee's Social Security Card and Driver's License prior to the start of training. This documentation will serve as an alternative to the I-9.
- j. The employer shall act as an independent contractor and not as an employee of CareerSource in the performance of the tasks and duties which are specific obligations of the employer pursuant to the EWT Agreement.

- k. The employer shall be required to affirm that at no time has it been convicted of a Public Entity Crime pursuant to section 287.133(2)(a), Florida Statutes, and recognizes that such a conviction during the term of the EWT agreement may result in termination of the agreement.
- l. The employer shall be required to maintain a grievance procedure to handle any grievances or complaints that the trainees may have. If the employer does not have a grievance procedure, the employer shall be required to use the CareerSource grievance procedures. If the employer elects to use its own grievance procedures, the employer shall be required to advise all trainees of their right to appeal through the CareerSource grievance procedures.
- m. With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, the EWT agreement shall be governed by, and be consistent with, the laws of the State of Florida and the Government of the United States, both procedural and substantive. Any and all litigation arising under the EWT agreement shall be brought in the appropriate State of Florida court in Hillsborough County or Pinellas County, Florida.
- n. No provision for automatic renewal or extension of the EWT agreement shall be effective.
- o. Limitations on the recovery of damages which are specifically provided by Florida Statute or general law or established by rulings of Florida courts shall apply to the EWT agreement. Such limitations include, but are not limited to, the following:
 - (a) CareerSource is liable for damages only to the extent provided by section 768.28, Florida Statutes;
 - (b) CareerSource is not bound by any agreements to indemnify, hold harmless, or for liquidated damages or cancellation charges; and
 - (c) No provision of the EWT agreement shall be construed as a waiver by CareerSource of any right, defense or claim which CareerSource may have in any litigation arising under the agreement. Nor shall any EWT agreement provision be construed as a waiver by CareerSource of any right to initiate litigation.
- p. Employer shall be liable for, and to indemnify, defend, and hold CareerSource harmless, to the extent allowed by law, from all claims, suits, judgments, or damages, including court costs and attorneys' fees, arising out of the negligent acts or omissions of the employer in the course of the operation of this agreement. Nothing in the agreement shall be intended to serve as a waiver of sovereign immunity by any provider to which sovereign immunity may be applicable. Nothing in the agreement shall be construed as consent by a state agency or political subdivision of the State of Florida to be used by third parties in any matter arising out of any agreement.
- q. In providing funds for instruction pursuant to the EWT agreement, materials that relate to the methods of manufacture or production, potential trade secrets, business transactions, or proprietary information received, produced, ascertained, or discovered by employees of the district school boards, community college district boards of trustees, or other personnel employed for the purposes of this section are confidential and exempt from the provisions of Section 119.07(1), Florida Statutes. CareerSource may seek copyright protection for all instructional materials and ancillary written documents developed wholly or partially with state funds as a result of instruction provided pursuant to the EWT agreement. Subject to

CareerSource's approval, the employer may seek copyright, patent and other intellectual property interest in the products and materials developed by the employer; however, the employer shall be required to provide CareerSource, upon request, with unrestrained use of any such materials that may be copyrighted, patented or otherwise protected.

- r. If the EWT agreement meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- s. The employer shall be made aware that EWT funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
- t. The employer shall be required to, in publicizing, advertising or describing of the sponsorship of the EWT award, use the following statement "Sponsorship by _____ (name of the employer), CareerSource and the State of Florida." If the sponsorship referenced is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the employer.
- u. When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing projects or programs funded in whole or in part with the EWT agreement, the employer shall clearly state (1) the percentage of the total cost of the program or project which will be financed with the EWT agreement, and (2) the dollar amount of the EWT agreement.

ACTION STEPS REQUIRED FOR STAFF:

Following are the action steps that must be taken by each CareerSource staff and DEO staff located within a CareerSource office involved in delivering the EWT program.

- A. Each staff must review this policy directive. If the staff has a question about anything contained herein, it is his/her responsibility to immediately bring the question to the attention of his/her supervisor. If not resolved, the supervisor will contact the individual named under "Inquiries" below.
- B. It is the responsibility of each individual to immediately report any breach of this policy to the attention of the person named below.
- C. Each supervisor, manager, and director is responsible for informing employees involved in delivering the EWT program of this policy.
- D. Each individual must replace previous EWT policies with this policy reissuance.

POLICY AMENDMENTS OR REVOCATION:

Notwithstanding any of the foregoing, CareerSource reserves the right to revise or revoke this policy at any time.

This policy is written to establish local procedures and is not intended to supersede any applicable laws or regulations. Failure by CareerSource to adhere strictly to the steps outlined within this policy shall not be construed as a violation of any rights or administrative procedures.

INQUIRIES:

Any question about this policy should be directed to the CareerSource Director of Special Programs in charge of EWT.

DRAFT



WORKFORCE SERVICES EMPLOYER AGREEMENT

In order to promote reintegration into the workforce and/or training of an employer's existing workforce to develop higher technical skills and increase employee wages, CareerSource Tampa Bay has established various workforce services programs such as an On the Job Training (OJT) program, a Paid Work Experience (PWE) program, and an Employed Worker Training (EWT) program. These workforce services are provided under a contract with an employer in the public, private non-profit, or private sector. Through this workforce services contract, training is provided for the trainee or employee in exchange for the reimbursement of up to 50 percent of the cost of training.

THIS AGREEMENT is entered into this _____ day of _____ between Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Tampa Bay, herein referred to as CareerSource Tampa Bay and _____ hereinafter referred to as the "Employer". This agreement shall end on June 30, 2018. No payments shall be made after the agreement end date.

I. The Employer Agrees:

- a. To provide workforce services to eligible individuals in accordance with the CareerSource Tampa Bay Board's policy and the specific training plan (see Attachments).
- b. Comply with all applicable federal, state and local laws related to the delivery of the training program described within the CareerSource Tampa Bay Board's policy.
- c. Cooperate with CareerSource Tampa Bay in every reasonable way to ensure the successful delivery of the training program.

II. CareerSource Tampa Bay Agrees:

- a. To determine eligibility of the trainee and approve the area of training and/or occupation for which training is being provided.
- b. To pay an amount not to exceed \$_____ in accordance with this agreement and the CareerSource Tampa Bay Board's policy. CareerSource Tampa Bay's performance and obligation to pay under this agreement is contingent upon availability of funds.

III. Program Requirements. Program requirements for the workforce services included within this agreement are described in detail in the CareerSource Tampa Bay Board's policy which is incorporated herein by reference.

IV. Terms and Conditions. Employer agrees to abide by all of the provisions contained within the attached CareerSource Tampa Bay Board's policy.

V. Modification:

This agreement and its attachments contains the entire agreement of the parties. No representations were made or relied upon by any party, other than those that are expressly set forth in this agreement. No agent, employee, or other representative of any party is empowered to alter any of the terms of this agreement, unless done in writing and signed and approved by the President and CEO of CareerSource Tampa Bay or designee for CareerSource Tampa Bay and an executive officer of the employer. The parties agree to renegotiate this agreement if revisions of any applicable State of Florida laws, regulations or decreases in allocations make changes to this Agreement necessary.

If either the employer or CareerSource Tampa Bay wishes to modify, change, or amend this agreement, other than as has been described elsewhere in this agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this agreement. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by employer and CareerSource Tampa Bay.

VI. Termination:

- a. **At Will or Lack of Funds:** This agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail or in person. In the event funds to finance this agreement become unavailable, CareerSource Tampa Bay may terminate the agreement upon no less than seven (7) days' notice in writing to the employer. Said notice shall be delivered by certified mail or in person.
- b. **Termination for Breach:** Unless the employer's breach is waived by CareerSource Tampa Bay in writing, CareerSource Tampa Bay may, by written notice of breach to the employer, terminate the agreement upon no less than seventy two (72) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of the agreement.

VII. Notice and Contact:

The contact information of the representative for the employer for this agreement is:

Contact Name _____
Contact Title _____
Contact Phone # _____
Company Address _____

The representative for CareerSource Tampa Bay for this agreement is:

Edward C. Peachey, President and CEO
CareerSource Tampa Bay
4902 Eisenhower Blvd, Ste. 250
Tampa, FL 33634

This agreement and its attachments as referenced, contain all the terms and conditions agreed upon by the parties. By signing below the employer assures that the organization has not violated anti-discrimination statutes; labor and employment laws; environmental laws; or health and safety laws.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

Authorized Employer Signature & Title

Edward Peachey, President and CEO

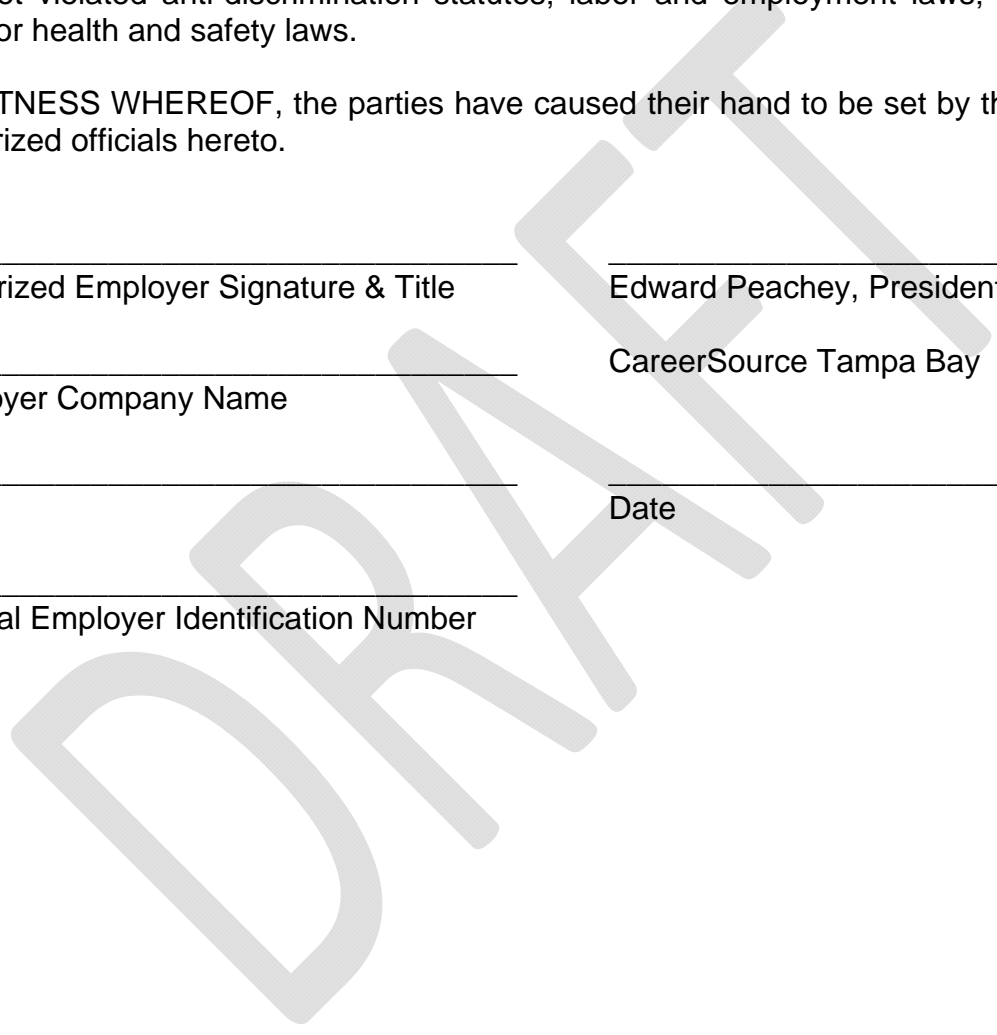
Employer Company Name

CareerSource Tampa Bay

Date

Date

Federal Employer Identification Number





Action Item 3

2016 - 2017 Budget Modification No. 8

Information

Total budgeted revenue has increased to \$25,117,053. This is due to the following:

Workforce Innovation & Opportunity Act:

Increase in WIOA Adult of \$4,347

Increase in WIOA DW of \$4,319

Employment Services:

Increase in Wagner Peyser of \$7,420

Increase in Veterans Programs of \$18,516

Welfare Transition Programs:

Increase in Welfare Transition of \$42,278

Additionally, there was an increase in expenditures of \$173,687.

Recommendation

The Finance Committee is recommending approval of the adjustments to the revenue budgets and resultant modifications to the expenditure budgets.



Action Item 4

2017 - 2018 Budget Modification No. 1

Information

Total budgeted revenue has increased from \$20,350,000 to \$21,575,912 for an overall increase of \$1,225,912. This is due to the following:

Workforce Innovation & Opportunity Act

Increase in WIOA Adult of \$765,638

Decrease in WIOA Youth of \$92,471

Decrease in WIOA DW of \$155,930

New Award for WIOA Community Based Sector Strategies of \$199,375

Increase in WIOA Performance Incentives of \$134,584

New Award for WIOA Supplemental of \$329,315

Employment Services:

Increase in Wagner Peyser of \$165,639

Increase in SNAP ERS of \$20,000

Decrease in TAA of \$95,661

Welfare Transition Programs:

Increase in Welfare Transition of \$130,731

Direct Grants and Special Projects:

Decrease in RESEA of \$280,484

New Award for Tampa Housing of \$98,450

Increase in Tech Hire of \$6,726

Additionally, there was an increase in expenditures of \$899,703.

Recommendation

The Finance Committee is recommending approval of the adjustments to the revenue budgets and resultant modifications to the expenditure budgets.

CareerSource Tampa Bay
 PY 2017-2018 Budget
 Financial Report Summary

	Approved Budget	Modification No. 1	Modified Budget
WIOA Adult	2,600,000	765,638	3,365,638
WIOA Youth	3,700,000	(92,471)	3,607,529
WIOA Dislocated Worker	5,100,000	(155,930)	4,944,070
WIOA Community Based Sector Strategies	-	199,375	199,375
WIOA Performance Incentives	-	134,584	134,584
WIOA Supplemental	-	329,315	329,315
Subtotal WIOA	11,400,000	1,180,511	12,580,511
Wagner Peyser	1,025,000	165,639	1,190,639
Veterans Programs	250,000	-	250,000
SNAP	675,000	-	675,000
SNAP ERS	-	20,000	20,000
Unemployment Svcs.	100,000	-	100,000
Trade Adjustment Act	300,000	(95,661)	204,339
Military Spouse	100,000	-	100,000
Subtotal Employment Services	2,450,000	89,978	2,539,978
Welfare Transition Program	4,300,000	130,731	4,430,731
Subtotal WTP	4,300,000	130,731	4,430,731
Reemployment & Eligibility Assessment (RESEA)	700,000	(280,484)	419,516
Job Driven- Nat'l Emergency Grant	-	-	-
Sector Partnership - Nat'l Emergency Grant	-	-	-
USDOL H1B	-	-	-
Tampa Housing	-	98,450	98,450
USDOL Tech Hire	1,500,000	6,726	1,506,726
Subtotal Grants and Special Projects	2,200,000	(175,308)	2,024,692
Total Combined	20,350,000	1,225,912	21,575,912

CareerSource Tampa Bay
CSTB Budget
PY 2017 (July 2017-June 2018)

	Workforce Innovation Opp Act Programs	Employment Services Programs	Welfare Transition Programs	Direct Grants and Special Projects	Adjusted CSTB PY 17-18	Modification No. 1	Prior CSTB Budget
REVENUE							
P.Y. 2017 CONTRACTS	8,235,895	2,246,766	4,430,731	2,024,692	16,938,084	63,084	16,875,000
CARRYFORWARD	4,344,616	293,212	-	-	4,637,828	1,162,828	3,475,000
TOTAL REVENUE	12,580,511	2,539,978	4,430,731	2,024,692	21,575,912	1,225,912	20,350,000
EXPENDITURES							
ADMIN AVAILABLE							
INDIRECT COST RATE	7%	7%	7%	7%	7%	0.0%	7%
PROJECTED EXPEND	880,636	271,327	310,151	141,728	1,603,842	90,792	1,513,050
PROGRAM SERVICES							
SERVICE PROVIDER CONTRACTS							
Business Services	2,659,795	30,572	743,927	465,706	3,900,000	-	3,900,000
Case Management	2,305,000	915,000	1,200,000	260,000	4,680,000	(150,000)	4,830,000
Participant	3,025,000	170,000	700,000	125,000	4,020,000	420,000	3,600,000
Service Provider Contracts	-	-	-	660,000	660,000	-	660,000
Junior Achievement	-	-	200,000	-	200,000	(50,000)	250,000
SUB TOTAL PROGRAM SVC	7,989,795	1,115,572	2,843,927	1,510,706	13,460,000	220,000	13,240,000
CSTB SUPPORT SERVICES							
Indirect Cost Rate (3%)	377,415	116,283	132,922	60,741	687,361	38,911	648,450
TBWA Program Coordinator	-	-	-	75,000	75,000	75,000	-
DEO Staff Travel	-	15,000	-	-	15,000	-	15,000
One Stop Center Operating	639,440	546,302	276,127	188,131	1,650,000	250,000	1,400,000
MIS/Technology	137,023	63,493	159,170	40,314	400,000	-	400,000
Community Outreach	-	400,000	-	-	400,000	-	400,000
Employed Worker Training	500,000	-	-	-	500,000	-	500,000
Subsidized Employment	2,000,000	-	290,000	-	2,290,000	225,000	2,065,000
One Stop Staff Training	22,837	10,583	9,862	6,718	50,000	-	50,000
SUB TOTAL CSTB SUPPORT SVCS	3,676,715	1,151,661	868,081	370,904	6,067,361	588,911	5,478,450
TOTAL DIRECT CLIENT	11,666,510	2,267,233	3,712,008	1,881,610	19,527,361	808,911	18,718,450
EXCESS	33,365	1,418	408,572	1,354	444,709	326,209	118,500
SUMMARY							
Total Available	12,580,511	2,539,978	4,430,731	2,024,692	21,575,912	1,225,912	20,350,000
Total Direct Client	11,666,510	2,267,233	3,712,008	1,881,610	19,527,361	808,911	18,718,450
Total Administrative	880,636	271,327	310,151	141,728	1,603,842	90,792	1,513,050
Total Budgeted Cost	12,547,146	2,538,560	4,022,159	2,023,338	21,131,203	899,703	20,231,500
Excess/(Deficiency)	33,365	1,418	408,572	1,354	444,709	326,209	118,500



Information Item

Financial Update for Period Ended June 30, 2017

CareerSource Tampa Bay
Grant Award to Actual Expenditures
FY 2016-2017
For Period Ending 6/30/2017

Description	Begin Date	Grant End	FY16-17 Award	Current Year Expenditures	Expenditure Rate	Remaining Dollars
Workforce Innovation Opportunity Act						
Adult PY2015	7/1/15	6/30/17	586,860	586,860	100.00%	0
Adult PY2016	7/1/16	6/30/18	2,611,886	1,388,835	53.17%	1,223,051
ISYouth PY2015	4/1/15	6/30/17	41,382	41,382	100.00%	0
ISYouth PY2016	4/1/16	6/30/18	400,000	191,871	47.97%	208,129
OSYouth PY2015	4/1/15	6/30/17	1,894,275	1,894,275	100.00%	0
OSYouth PY2016	4/1/16	6/30/18	2,561,361	1,873,948	73.16%	687,413
Dislocated Worker PY2015	7/1/15	6/30/17	2,678,639	2,678,639	100.00%	0
Dislocated Worker PY2016	7/1/16	6/30/18	3,517,740	1,426,301	40.55%	2,091,439
Performance Incentives (Youth,AD,DW)	7/1/16	12/31/17	134,584	-	0.00%	134,584
Supplemental WIOA State Level	7/1/16	6/30/17	186,187	186,187	100.00%	0
Total Workforce Innovation Opportunity Act			14,612,914	10,268,298	70.27%	4,344,616
Employment Services						
Wagner Peyser PY2015	7/1/15	9/30/16	59,344	59,344	100.00%	0
Wagner Peyser PY2016	7/1/16	9/30/17	1,392,121	1,323,248	95.05%	68,873
Disabled Veterans Outreach Program Jul-Sep	7/1/16	12/31/16	68,726	68,726	100.00%	0
Disabled Veterans Outreach Program Oct-Jun	10/1/16	6/30/17	218,577	213,782	97.81%	4,795
Local Veterans Employment Program Jul-Sep	7/1/16	12/31/16	23,636	23,636	100.00%	0
Local Veterans Employment Program Oct-Jun	10/1/16	6/30/17	17,832	17,832	100.00%	0
Supplemental Nutrition Assistance Program July-Sep	7/1/16	9/30/16	196,438	196,438	100.00%	0
Supplemental Nutrition Assistance Program Oct-Jun	10/1/16	6/30/17	514,315	514,315	100.00%	0
SNAP ERS	2/1/17	9/30/17	70,000	3,773	5.39%	66,227
Unemployment Compensation Jul-Sep	7/1/16	9/30/16	33,157	33,157	100.00%	0
Unemployment Compensation Oct-Jun	10/1/16	6/30/17	75,429	75,396	99.96%	33
TAA Administration PY2015	10/1/15	9/30/16	2,382	2,382	100.00%	0
TAA Administration PY2016	10/1/16	6/30/17	26,352	5,474	20.77%	20,878
TAA Training PY2015	10/1/15	9/30/16	19,310	19,310	100.00%	0
TAA Training PY2016	10/1/16	9/30/17	143,323	43,218	30.15%	100,105
TAA Case Management PY2015	10/1/15	9/30/16	4,508	4,508	100.00%	0
TAA Case Management PY2016	10/1/16	9/30/17	40,759	11,525	28.28%	29,234
Military Family	7/1/16	6/30/17	98,434	98,434	100.00%	0
Total Employment Services			3,004,643	2,714,498	90.34%	290,145
Welfare Transition						
Welfare Transition Program Jul-Sep	7/1/16	12/31/16	1,069,631	1,069,631	100.00%	0
Welfare Transition Program Oct-Jun	10/1/16	6/30/17	3,918,653	3,918,653	100.00%	0
Total Welfare Transition			4,988,284	4,988,284	100.00%	0
Direct Services						
RESEA Transition PY2016	1/1/16	12/31/16	443,119	443,119	100.00%	0
RESEA Transition PY2017	1/1/17	12/31/17	201,194	83,470	41.49%	117,724
Job-Driven NEG	8/1/14	6/30/17	330,598	330,598	100.00%	0
Sector Partnership NEG	7/1/15	12/31/17	594,306	594,306	100.00%	0
USDOL H1B	4/2/12	10/1/16	127,498	17,543	13.76%	109,955
USDOL Tech Hire	7/1/16	6/30/20	949,080	607,724	64.03%	341,356
Tampa Housing	5/15/17	3/31/21	379,500	477	0.13%	379,023
Total Direct Services			3,025,296	2,076,760	68.65%	569,036
Grand Total			\$ 25,631,137	\$ 20,047,840	78.22%	\$ 5,203,797