



Board of Directors Agenda

11:00 am	I. Welcome and Roll Call	Sean Butler, Chair
	II. Public Comments	
11:05 am	III. DEO Annual Performance Presentation FY 2018-2019	Daniel Harper, Page 3
11:30 am	IV. Consent Agenda	Sean Butler, Chair
	<i>**The Consent Agenda is intended to allow the WDB to spend its time on more complex items and initiatives. Consent agenda items groups routine business and reports into one agenda item which can be approved in one action, rather than filing motions on each item separately. Board members may ask that an item be removed from the Consent Agenda for individual consideration</i>	
	1. Approval of March 19, 2020 Board of Director Minutes.....	Page 15
	2. 2019 – 2020 Budget Modification No. 4	Page 20
	3. Financial Policies & Procedures Revision of Cash Disbursement.....	Page 24
	4. 2021 Employee Health & Wellness Benefits	Page 25
	5. COVID - 19 Case Handling Policy	Page 29
	6. WIOA 5% Exception & 5% Limitation Policy	Page 33
	7. Priority of Service Policy.....	Page 37
	8. Board Composition and Certification Policy	Page 41
	9. CSTB LWDB's Failure to Meeting Federal and State Standard Policy	Page 47
	10. Board Governance and Leadership	Page 53
	11. CSTB Disruptive Behavior Policy Revision	Page 57
	12. Incumbent Worker Training (IWT) Policy Revision.....	Page 65
	13. Work Based Training Program (OJT) Policy Revision.....	Page 77
	14. Paid Work Experience (PWE) Policy Revision.....	Page 90
	15. Eligible Training Provider Revision	Page 101
	16. Supportive Service and Incentive Policy Revision	Page 110
11:40 am	V. Chair's Report	Sean Butler, Page 116
	VI. Board Counsel Report	Jennie Tarr
	VII. CEO Report	John Flanagan
11:50 am	VIII. Action/Discussion Items	
	1. Approval of Form 990 for fiscal year ending June 30, 2019 .	Corinne Turcotte, Page 119
	2. 2020-2021 Planning Budget.....	Sheila Doyle, Page 158
	3. Approval of the Mandatory Partner MOU	Anna Munro, Page 165
	4. Direct Provider of Services Extension	John Flanagan, Page 202
	5. PY 20-21 Schedule of Board and Committee Meetings.....	John Flanagan, Page 217
	6. PY 20-21 CSTB Board Officers.....	Michael Bach, Page 218
	7. Training Vendor Performance Moratorium	Jody Toner, Page 219
	8. PY 19-20 Workforce Performance Strategic Goals	Juditte Dorcy, Page 220
	9. Interlocal Agreement between Hillsborough County & CSTB	Anna Munro, Page 223
	10. CEO Merit Increase	Sean Butler, Page 255
	11. CEO Employment Contract	Sean Butler, Page 273





- 12:10 pm **IX. Information Items**
- 1. Expenditure Reports..... Sheila Doyle Page 288
 - 2. Summer Job Connection UpdateJody Toner, Page 292
 - 3. DEO Programmatic MonitoringChad Kunerth, Page 293
 - 4. WIOA Primary Indicators.....Chad Kunerth, Page 294
 - 5. Performance Dashboard.....Chad Kunerth, Page 296
 - 6. Internal Performance Dashboard.....Chad Kunerth, Page 297
 - 7. Public Relations and Marketing Update Doug Tobin, Page 299
- 12:15 pm **X. Committee Reports**
- 1. Workforce Solutions Committee MeetingBen Hom
 - 2. One-Stop Committee Meeting Tom Aderhold
 - 3. Finance Committee Meeting Sophia West
- XI. Future Business**
- 12:30 pm **XII. Adjournment**

Next Board of Directors Meeting: TBA





CareerSource Tampa Bay Performance Overview

Daniel Harper & Maureen Castano, *Department of Economic Opportunity*

March 19, 2020



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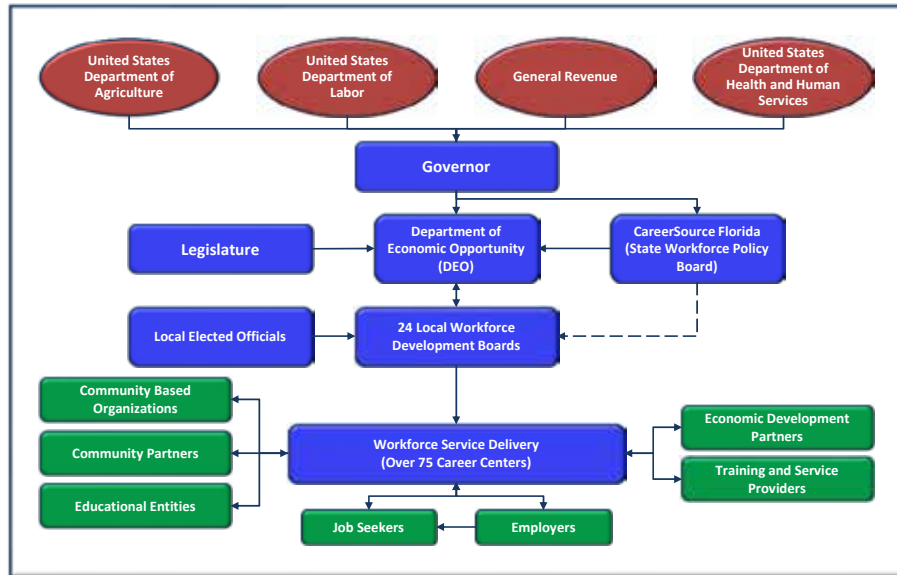
AGENDA

- Workforce Structure and Service Delivery Model
- Roles and Responsibilities
- Program Year 2018 Primary Indicators of Performance
- United States Department of Labor (USDOL) Monitoring Activity
- Programmatic and Financial Monitoring Activity
- Local Area Financial Overview
- Apprenticeships

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FLORIDA'S WORKFORCE SYSTEM



FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

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ROLES AND RESPONSIBILITIES

Local Elected Officials (LEO) Roles and Responsibilities

- Select the Chief Local Elected Official (CLEO)
- Assume liability for Workforce Innovation and Opportunity Act (WIOA) program funds
- Appoint the Local Workforce Development Board (LWDB) members
- Approve the LWDB-developed WIOA budget

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ROLES AND RESPONSIBILITIES

CLEO/Board Joint Roles and Responsibilities

- Develop/submit the local WIOA plan
- Conduct oversight and monitoring of the One-Stop system, Youth Activities and Employment and Training Activities
- Set policy for WIOA activities and services consistent with state and federal policies
- Select One-Stop Operators
- Negotiate and reach agreement on local performance measures
- Respond to monitoring findings

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PRIMARY INDICATORS OF PERFORMANCE

- WIOA establishes performance indicators and reporting requirements to assess the state's and local area's effectiveness in serving individuals participating in the workforce development system.
- Indicators consist of:
 - ✓ 4 Adult Indicators
 - ✓ 4 Dislocated Worker Indicators
 - ✓ 3 Youth Indicators
 - ✓ 3 Wagner-Peyser Indicators

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WIOA PRIMARY INDICATORS OF PERFORMANCE

LWDB 15 Program Year (PY) 2018 July 1, 2018 – June 30, 2019	PY 2018 Actual Performance	PY 2018 Performance Targets	PY 2018 Achievement Level	PY 2019 Performance Targets
Adults:				
Employed 2 nd Quarter After Exit	85.70%	90.00%	95.22%	90.20%
Employed 4 th Quarter After Exit	90.80%	83.00%	109.40%	83.50%
Median Wage 2 nd Quarter After Exit	\$7,445.00	\$6,850.00	108.69%	\$6,850.00
Credential Attainment	92.90%	62.00%	149.84%	65.00%
Dislocated Workers:				
Employed 2 nd Quarter After Exit	89.40%	84.00%	106.43%	84.20%
Employed 4 th Quarter After Exit	87.60%	79.00%	110.89%	79.20%
Median Wage 2 nd Quarter After Exit	\$8,060.00	\$6,850.00	117.66%	\$6,850.00
Credential Attainment	90.30%	68.00%	132.79%	68.20%
Youth Common Measures:				
Education and Employment Rate 2 nd Quarter After Exit	79.40%	75.00%	105.87%	75.50%
Education and Employment Rate 4 th Quarter After Exit	82.40%	69.00%	119.42%	69.20%
Credential Attainment	85.50%	75.20%	113.70%	75.50%
Wagner-Peyser:				
Employed 2 nd Quarter After Exit	63.50%	68.00%	93.38%	68.20%
Employed 4 th Quarter After Exit	63.70%	65.00%	98.00%	65.20%
Median Wage 2 nd Quarter After Exit	\$5,850.00	\$4,850.00	120.62%	\$4,850.00
Not Met (less than 90% of target)				
Met (90-100% of negotiated)				
Exceeded (greater than 100% of negotiated)				

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USDOL Monitoring

In 2018 the USDOL conducted a comprehensive compliance review of two Local Workforce Development Boards. The findings in the report concluded that the State needed to further enhance its monitoring and training of Local Workforce Development Boards for the following areas.

- Firewalls and Internal Controls
- Board Recruitment, Vetting, Nomination, and Appointment Process
- Chief Elected Officials/Board Roles and Responsibilities
- Transparency and Sunshine Provisions
- LWDB Financial Management
- Key Program Compliance Elements

The initial USDOL report and subsequent responses can be found at the following link.

<http://www.floridajobs.org/local-workforce-development-board-resources/program-monitoring-and-reports/2019-usdol-s-compliance-review-and-responses>

As outlined in DEO's Corrective Action Plan, DEO will be working with the State and Local Workforce Development Boards on measures to increase the accountability and oversight of WIOA compliance requirements.

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STATE MONITORING ACTIVITY

- Federal law requires the state to develop an oversight system to monitor all workforce programs receiving federal funds.
- DEO annually develops and implements a process for monitoring LWDBs.
- Programmatic and financial monitoring is completed annually
- Corrective Action Plans to address all findings are required.
- Starting in Program Year 2019-2020 programmatic and financial monitoring will be conducted concurrently.

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PROGRAM YEAR 2018 SUMMARY OF LOCAL FINDINGS

Program	PY 2017-18 Findings	PY 2018-19 Findings
Welfare Transition	3	7
Wagner-Peyser (RESEA, MSFW, Career Center Credentialing, MIS)	2	9
Supplemental Nutrition Assistance Program - Employment and Training	2	2
WIOA Adult / Dislocated Worker / Youth	4	4
Trade Adjustment Assistance Act	0	0
Total Findings	11	22

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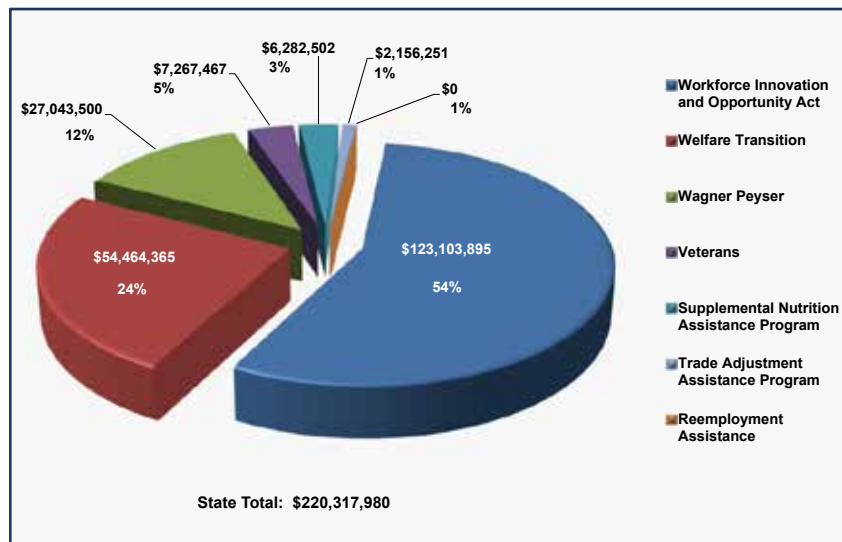
FISCAL YEAR 2018-19 SUMMARY OF THE RESULTS OF FINANCIAL MONITORING

CATEGORIES	RESULTS
Findings	None
Issues of Non-Compliance	None
Observations	4
Technical Assistance	7

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PROGRAM YEAR 2019 TOTAL STATEWIDE FUNDING

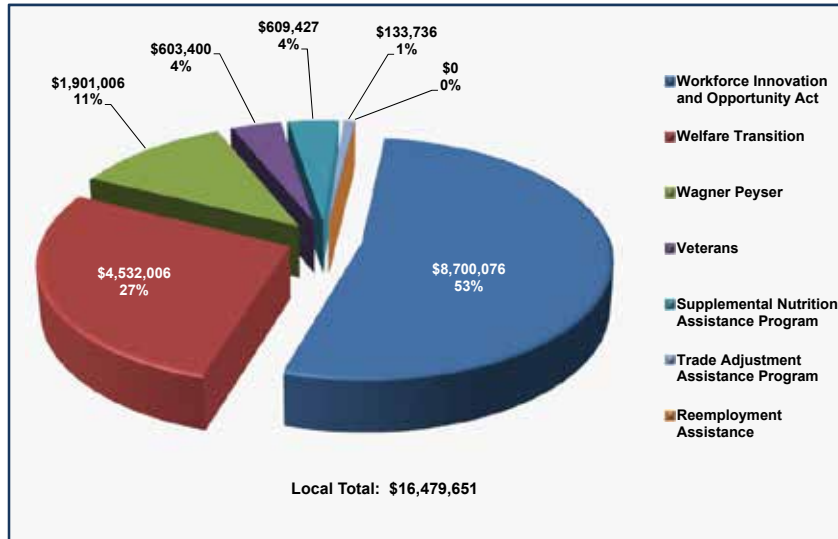


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PROGRAM YEAR 2019 TOTAL LOCAL AMOUNT

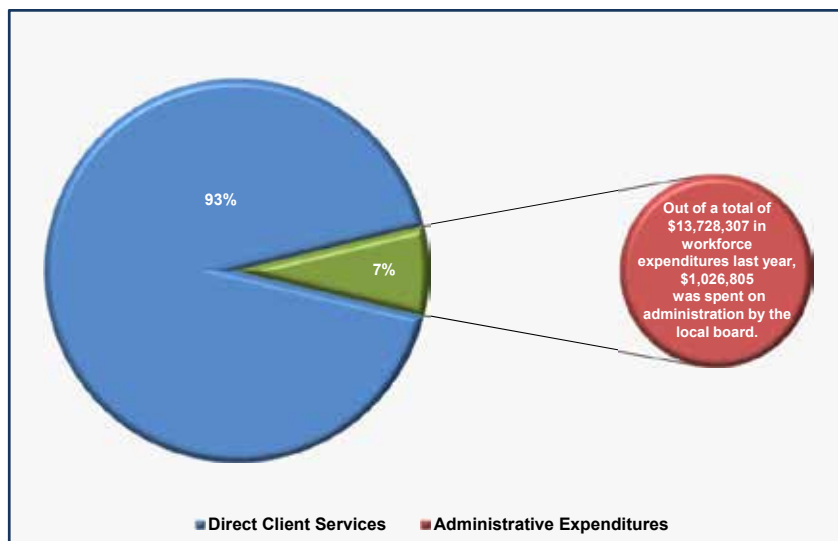


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PROGRAM YEAR 2018 DIRECT CLIENT SERVICES & ADMINISTRATIVE EXPENDITURES

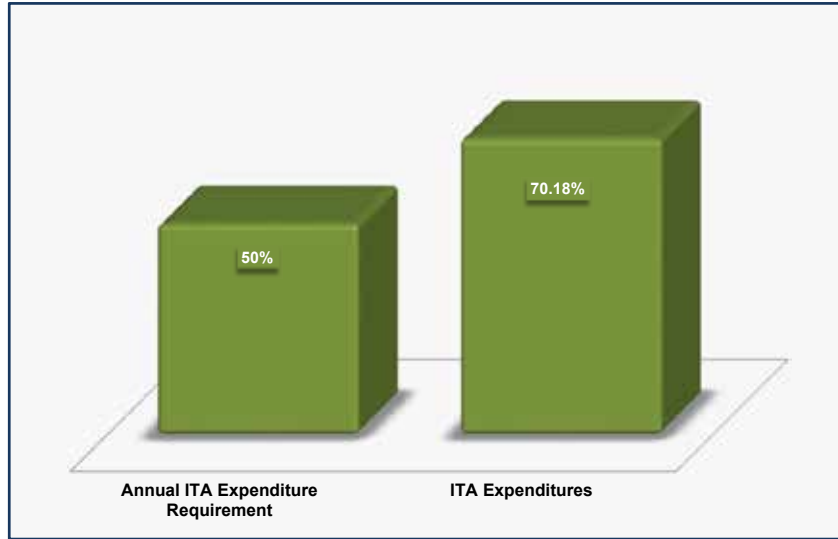


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PROGRAM YEAR 2018 INDIVIDUAL TRAINING ACCOUNT EXPENDITURE REQUIREMENT

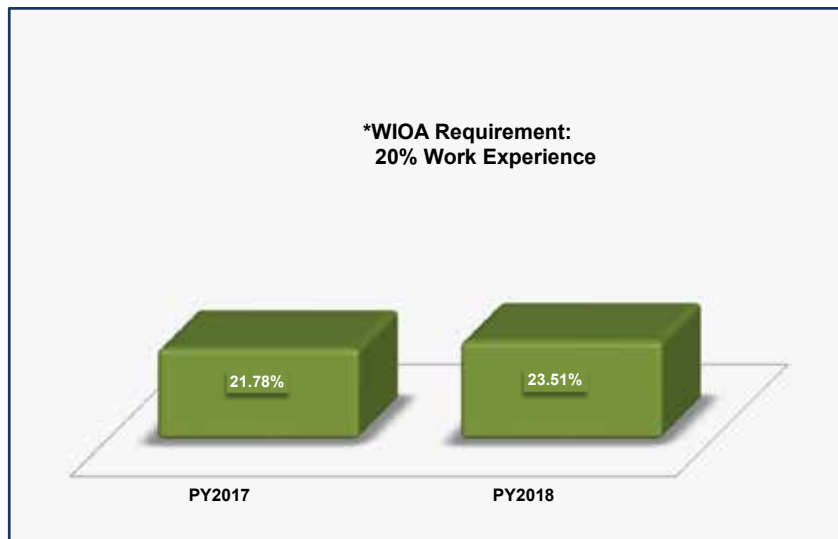


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PROGRAM YEAR 2017 & 2018 WIOA WORK EXPERIENCE REQUIREMENT

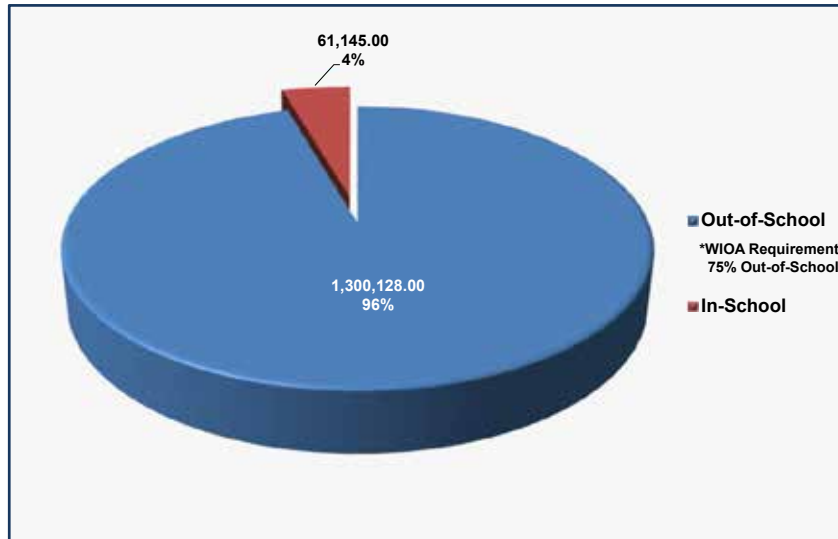


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PROGRAM YEAR 2018 PERCENTAGE OF EXPENDITURES ON OUT-OF-SCHOOL YOUTH



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APPRENTICESHIPS



Source: Florida Department of Education

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WORKFORCE TRENDS

National Registered Apprenticeship Results

Fiscal Year	Active Apprentices	New Apprentices	Total Completers	Active Programs	New Programs
2018	585,026	238,549	71,789	25,441	3,229

Fiscal Year 2018 State Totals

State Name	Active Apprentices	New Apprentices	Completers	Active Programs	New Programs
Florida	12,207	5,233	1,500	221	22

Source: United States Department of Labor

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QUESTIONS



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ADDITIONAL INFORMATION

For more information, please contact:

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Florida Department of Economic Opportunity

One-Stop and Program Support

(850) 245-7485

Steven.Gustafson@DEO.MyFlorida.com



Consent Agenda Items

Background

***The Consent Agenda is intended to allow the WDB to spend its time on more complex items and initiatives. Consent agenda items groups routine business and reports into one agenda item which can be approved in one action, rather than filing motions on each item separately. Board members may ask that an item be removed from the Consent Agenda for individual consideration.*

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14. Paid Work Experience (PWE) Policy Revision
15. Eligible Training Provider Revision
16. Supportive Services and Incentive Policy

Recommendation:

It is recommended to approve all the items listed on the Consent Agenda as listed.



Consent Agenda Item # 1

Approval of BOD Meeting Minutes March 19, 2020

CareerSource Tampa Bay Minutes of Meeting of the Board of Directors

Date: March 19, 2020
Location: Zoom Meeting

Welcome and Roll Call

Chair Sean Butler called the meeting to order at 11:07 a.m. There was a quorum present with the following Board Members participating.

Board Members attendance via zoom conference

Tom Aderhold, Leerone Benjamin, Michael Bach, Rick Bennett, Stephanie Brown-Gilmore, Sean Butler, Andrea Cichon, Richard Cranker, Robert Coppersmith, Constance Daniels, Elizabeth Gutierrez, Lindsey Kimball, Steve Morey, Commissioner Sandra Murman, Don Noble, Paul Orvosh, Yanina Rosario, Susan Skiratko, Roy Sweatman, and Sophia West.

Board Members not in attendance

Warren Brooks, Michelle Calhoun, Dr. Ginger Clark, Mireya Hernandez, John Howell, Jasiel Legon, Benjamin Hom, Randall King, and Earl Rahn.

Staff Present

John Flanagan, Juditte Dorcy, Jody Toner, Mimi Tran, Anna Munro, Christina Witt, Doug Tobin, Dan Schneckeburger, Chad Kunerth, Michelle Schultz, Jennifer Wilson, Tammy Stahlgren, and Brandon Pham.

Board Counsel

Jennie Tarr

BOCC Liaison

Kenneth Jones

Other Present

Corrine Turcotte – Auditor

Public Comments

There were none.

The items are listed in the order of discussion.

- ▶ Indicates Board Action
- Indicates Action Needed

Consent Agenda

▶ Consent Agenda

(Refer to Pages 3-28 of the March 19, 2020 Board of Directors Agenda Packet)

1. Approval of January 19, 2020 Board of Director Minutes.
 2. Approval of January 29, 2020 Special Board of Directors Minutes
 3. RFP 20-0225 STEM Services -Provider Selection
 4. Worked Based Training Program (OJT) Policy Revision
- **A motion to approve the above items on the consent Agenda as presented.**
 - **Motioned: Commissioner Sandra Murman**
 - **Seconded: Don Noble**

- **The motion carried. There was no discussion.**

Chair's Report

(Refer to Page 25 of the March 19, 2020 Board of Directors Agenda Packet)

The Chair update was focused on the COVID-19 pandemic and its effects on the CareerSource team, job seekers and business partners in Hillsborough County. The following activities have occurred:

- Effective today, March 19, 2020 all CareerSource locations are closed to the public. DEO closed all facilities to the public approximately 4:00 PM on March 18, 2020, prompting the decision to follow the same protocol at all CSTB locations.
- USDOL and the State of Florida have already enacted measures to ensure that funding is available to local boards for workforce systems, to assist in the inevitable wave of UC claims.
- A resource toolkit is available on the CSTB website identifying employer and job seeker support programs facilitated by CareerSource and partners.

Board Counsel Report

Jennie Tarr has been working closely with the Ad Hoc By-Laws committee reviewing the draft By-Laws. She stated that she fully supports the Draft By-Laws and recommends that you should vote on approving them today.

CEO Report

Mr. Flanagan's report was reflective of the Chair's Report. He reiterated that effective today March 19, 2020, we will be closed to the public. We have staff and teams in the building working, while maintaining safe social distancing and making sure that all areas are sanitized. We are looking at ascertaining the possibility of remote work for some staff where it makes sense. If we get to the point of a complete and total shutdown, we'll attempt 100% remote work capability. We're currently in the process of reviewing all staff essential functions to see who is appropriate for teleworking. Mr. Flanagan shared with the board a resource toolkit that we have worked on. Ken Jones and Lindsey Kimball have provided significant input from the county. Our goal is to make sure that we have a document can be easily navigated by a job seeker or business for any essential service. The toolkit will be posted on the CSTB website and the plan is to keep this document updated daily.

We are in the process of creating a virtual platform and are in conversation with the DEO. The DEO confirmed through email they are giving a local workforce the ability to sole source, or emergency procure essential services. We are currently in the process of gathering at least two bids from vendors that can build a system that provides: support learning workshops, the ability to connect to the UC system, and the ability to connect to Employ Florida for job search. We'll be able to start up a fairly generic system in two weeks and allow for customization on the back end. The Board of Directors voted in November to give the go ahead for the staff to release an RFP for virtual services, this eliminates a time barrier. Mr. Flanagan said he would provide updates to the Board of Directors in real time as things change.

Action/Discussion Items

- ▶ Action Item #1: Annual Financial Statement Audit for the fiscal year ended June 30, 2019.
(Refer to Pages 33-66, of the March 19, 2020 Board of Directors Agenda Packet)

Corrine Turcotte, Auditor from James Morgan Company, provided a brief presentation. In summary, the audit went well and there were no significant findings.

- ***A motion to approve the Audit Committee recommends accepting the Annual Financial Statement Audit for the fiscal year ended June 30, 2019.***
 - **Motioned: Commissioner Sandra Murman**
 - **Seconded: Constance Daniels**
- **The motion carried.**

The following discussion ensued.

Ms. Turcotte explained that we expanded our sample during this audit, normally they would test from 25 to 40 we tested 60 items this year. Out of all those items we tested, we still didn't find any issues. CareerSource Tampa Bay staff confirmed that they felt comfortable with the audit.

► **Action Item #2: CareerSource Tampa Bay Draft By-Laws**
(Refer to Pages 67-89, of the March 19, 2020 Board of Directors Agenda Packet)

Mr. Bach explained the process that the Ad Hoc Committee followed to come up with the Draft By-Laws. The committee met six times and each meeting lasted approximately 2 ½ hrs. He recognized and thanked the committee members for their time and commitment. The Chair added that he signed a letter expressing his full support of the Draft By-Laws.

- **A motion to approve the Executive Committee recommendation to present the attached revised By-Laws draft to the Hillsborough County BOCC for their review and vote of support.**
 - **Motioned: Commissioner Sandra Murman**
 - **Seconded: Roy Sweatman**
- **The motion carried.**

► **Action Item #3: Summer Job Connection Hillsborough County Agreement**
(Refer to Page 90 of the January 16, 2020 Board of Directors Agenda Packet)

- **A Motion to approve staff recommending approval of the agreement between Hillsborough County and CareerSource Tampa Bay for the Summer Paid Work Experience Program.**
 - **Motioned: Commissioner Sandra Murman**
 - **Seconded: Constance Daniels**
- **The motion carried.**

The following discussion ensued.

There were concerns about the COVID-19 pandemic and how it will affect the Summer Job Connection program and impact the Youths. There is a projection of a 20% unemployment rate by September 2020. The consensus was that this program is even more important than before, and we want to move forward with this program even if we must modify it.

Information Items

There was no discussion

Information Item #1 Job Order Placement Analysis
(Refer to Page 116 of the March 19, 2020 Board of Directors Agenda Packet)

Information Item #2 WIOA Primary Indicators
(Refer to Page 117 of the March 19, 2020 Board of Directors Agenda Packet)

Information Item #3 Continuous Improvement Performance Initiatives PY 19-20: QTR1
(Refer to Page 119 of the March 19, 2020 Board of Directors Agenda Packet)

Information Item #4 Performance Dashboard
(Refer to Page 121 of the March 19, 2020 Board of Directors Agenda Packet)

Information Item #5 Internal Performance Dashboard
(Refer to Page 122 of the March 19, 2020 Board of Directors Agenda Packet)

Information Item #6 R15 DEO Quality Assurance Report, Program Years 2017-18 & 2018-19

(Refer to Page 129 of the March 19, 2020 Board of Directors Agenda Packet)

Information Item #7 Summer Job Connection (SJC) 2020

(Refer to Page 63 of the March 19, 2020 Board of Directors Agenda Packet)

Information Item #8 Public Relations and Marketing Update

(Refer to Page 130 of the March 19, 2020 Board of Directors Agenda Packet)

Committee Reports

One Stop Committee Report given by John Flanagan

Career Center Dress Code:

- We discussed the implementation of a new dress code policy for jobseekers, which will be enforced at all our locations effective April 6th, 2020.

Career Center Traffic:

- During Program Year 19-20 (July 1, 2019 to December 31, 2019) CSTB had a total number of 54,643 customers visit our CSTB Career Centers.

Job Seeker Services Summary:

- During the same period, CSTB provided a total of 85,703 job seeker services, to a unique number of 17,621 job seekers registered on Employ Florida.
 - The total number of staff assisted job seeker services: 35,601 (41.5 % of all services)

Employability Skills Training:

- During the same period a total of 4,145 job seekers participated in employability skills training workshops
 - Top 3 Workshops
 - Resume Development (270)
 - Modern Day Job Search for Mature Workers (179)
 - Surviving a Layoff (176)

Training Services:

- 100 new WIOA occupational skills training enrollments occurred during the 1st Quarter. Funding is currently on hold under all WIOA Adult funding streams; however, funding is available under the WIOA Dislocated Worker and Youth programs

Placements:

- 2nd Quarter placed a total of 1,588 unique job seekers into unsubsidized employment.

Customer Satisfaction:

- Overall level of job seeker satisfaction for the 2nd Quarter was 96.3%; with 740 customers completing the survey. Our Net Promoter score for this period was 31%.
- *Next One-Stop Committee meeting will be held on May 20, 2020*

Audit Committee Report given by Commissioner Sandra Murman

Audit Committee was held on March 3, 2020. The Audit Committee covered the above Action Item #1, Annual Financial Statement Audit for the fiscal year ended June 30, 2019. No other discussion occurred.

Future Business

Mr. Flanagan would like the Board to think about the possibility of suspending/delaying or canceling this current round of procurement. We expect to be facing a high demand for services because of high unemployment, and transitioning 70 staff over to essentially a new employer, at best would be poor timing, and we want to ensure a smooth transition when it does happen. Our focus needs to be on the workforce that's going to be dislocated and is going to need to have services in 100% real time. Not to mention all the logistical and functional challenges that a new vendor is going to face getting that staff on board. It is my recommendation to cancel or delay the current procurement process, ultimately it is the Board's decision to make.

The following discussion ensued:

It was the consensus of the discussion that everyone agreed that the cancellation of the procurement process was a good idea considering what we are facing.

A Motion to recommend cancellation of the current RFP for procurement which was initiated on 12/18/2019.

- Motioned: Commissioner Sandra Murman
- Seconded: Michael Bach

- The motion carried. No further discussion.

Commissioner Murman asked, as a result of the COVID-19 pandemic, have CSTB staff been planning how to ramp up staff to provide services, as we have already seen that the need will dramatically increase over the next days, weeks and months?

CSTB stated that we have already received a spike in our calls. Mr. Flanagan stated we need assurance from DEO and USDOL that funding will be available for traditional WIOA and Wagner-Peyser funded services, (it probably will be added to the stimulus package). This would allow us to hire more people to assist with the increased flow of traffic. This will probably be a one to two-week process.

A new set of dashboard metrics were created to track everything since the outbreak of the virus. We've seen a 300% spike in our incoming calls over the past few days and we are tracking these metrics closely. We are working on creating a virtual platform to access services.

- **It was recommended to have conference calls with the Executive Committee to give updates. CEO indicated that he was going to implement a weekly update – CEO Key Report will be sent out to the board members on critical issues and update on the metrics.**
- **It was recommended that weekly reports be distributed to the Board.**

Adjournment

The meeting was adjourned at approximately 12:37 p.m.

Minutes prepared by Tammy Stahlgren, Administrative Services Coordinator.



Consent Agenda Item # 2
2019 – 2020 Budget Modification No. 4



PY 2019-2020 Budget Modification No. 4

Information:

Total budgeted revenue has increased from \$23,706,281 to \$24,186,634 for an overall increase of \$480,353. This is due to the following:

Workforce Innovation & Opportunity Act Programs:

New award – WIOA Performance Incentives - \$122,152

New award – WIOA Emerging Initiatives/Foundational Skills - \$20,833

Decrease in Apprenticeship - \$60,000

Welfare Transition Program:

Increase in Welfare Transition of \$297,368

Direct Grants and Special Projects:

Increase in Reemployment & Eligibility Assessment (RESEA) - \$100,000

Additionally, there was an increase in expenditures of \$477,974.

Recommendation

The Finance Committee is recommending approval of the adjustment to the revenue budget and resultant modification to the expenditure budget.

**CareerSource Tampa Bay
PY 2019-2020 Revenue Budget
Modification #4**

Program/Award	Approved Budget	Modification No. 4	Modified Budget
WIOA Adult	4,137,375	-	4,137,375
WIOA Youth	5,057,809	-	5,057,809
WIOA Dislocated Worker	4,346,995	-	4,346,995
WIOA Community Based Sector Strategies	25,000	-	25,000
WIOA Sector Strategies IT Training	70,000	-	70,000
WIOA Sector Strategies Career Ready	20,000	-	20,000
WIOA Apprenticeship	73,759	(60,000)	13,759
WIOA Hurricane Maria Outreach	3,978	-	3,978
WIOA Soft Skills	96,345	-	96,345
WIOA Supplemental	265,535	-	265,535
WIOA Performance Incentives	-	122,152	122,152
WIOA Emerging Initiatives - Foundational Skills	-	20,833	20,833
Subtotal WIOA	14,096,796	82,985	14,179,781
Wagner Peyser	1,557,071	-	1,557,071
Veterans Programs	226,141	-	226,141
SNAP	691,927	-	691,927
Unemployment Svcs.	61,881	-	61,881
Trade Adjustment Act	226,503	-	226,503
Military Family	98,434	-	98,434
Subtotal Employment Services	2,861,957	-	2,861,957
Welfare Transition Program	4,690,228	297,368	4,987,596
Subtotal WTP	4,690,228	297,368	4,987,596
Reemployment & Eligibility Assessment (RESEA)	477,417	100,000	577,417
NEG - Hurricane Maria Evacuees	176,797	-	176,797
USDOL Tech Hire	1,278,551	-	1,278,551
Tech Hire Evaluation	29,422	-	29,422
Tampa Housing	91,374	-	91,374
Citi Foundation	3,739	-	3,739
Subtotal Grants and Special Projects	2,057,300	100,000	2,157,300
Total Combined	23,706,281	480,353	24,186,634

CareerSource Tampa Bay
Planning Budget - Modification #4
Fiscal Year 2020 (July 2019-June 2020)

	Workforce Innovation & Opportunity Act	Employment Services Programs	Welfare Transition Programs	Direct Grants & Special Projects	Adjusted Budget FY 2019-2020	Prior Approved Budget FY 2019-2020	Modification #4
Revenue:							
Fiscal Year 2020 New Allocations	7,436,003	2,281,116	4,788,814	1,548,051	16,053,984	15,513,631	540,353
Carryforward from Prior Year Allocations	6,743,778	580,841	198,782	609,249	8,132,650	8,192,650	(60,000)
Total Revenue	14,179,781	2,861,957	4,987,596	2,157,300	24,186,634	23,706,281	480,353
Expenditures:							
Program Services - Allocated Costs:							
Business Services	1,263,982	-	161,018	-	1,425,000	1,375,000	50,000
Case Management	3,180,152	494,582	1,427,202	489,551	5,591,487	5,539,710	51,777
Career Services	741,876	-	388,058	11,413	1,141,347	1,141,347	-
One Stop Operating/Facilities Costs	290,898	1,267,329	262,272	94,501	1,915,000	1,915,000	-
Technology	117,768	312,014	97,840	72,378	600,000	500,000	100,000
Community Outreach	114,830	142,953	55,442	26,775	340,000	340,000	-
Program Staff Training & Professional Development	19,718	18,485	8,153	3,644	50,000	50,000	-
Subtotal - Program Services Allocated	5,729,224	2,235,363	2,399,985	698,262	11,062,834	10,861,057	201,777
Program Services - Direct Costs:							
Participant & Work Based Learning	6,892,781	185,000	1,785,000	542,000	9,404,781	9,178,781	226,000
Direct Grants & Special Projects - Salaries & Benefits	-	-	-	274,881	274,881	274,881	-
Subrecipient Contracts	-	-	250,000	370,000	620,000	620,000	-
DEO Staff Travel	-	35,000	-	-	35,000	35,000	-
Subtotal - Program Services Direct	6,892,781	220,000	2,035,000	1,186,881	10,334,662	10,108,662	226,000
Total Program Service Costs:	12,622,005	2,455,363	4,434,985	1,885,143	21,397,496	20,969,719	427,777
Indirect Costs							
Indirect Costs	1,481,787	373,822	521,204	225,438	2,602,251	2,552,054	50,197
Total Indirect Costs	1,481,787	373,822	521,204	225,438	2,602,251	2,552,054	50,197
Total Expenditures	14,103,792	2,829,185	4,956,189	2,110,581	23,999,747	23,521,773	477,974
Unobligated Balance	75,989	32,772	31,407	46,719	186,887	184,508	2,379



Consent Agenda Item # 3 Financial Policies and Procedures Revision of Cash Disbursement Process

Background

The Chief Financial Officer maintains CareerSource Tampa Bay's "**Financial Policies and Procedures**". This document includes the Organization's financial internal control policies. Periodically, this document is reviewed to determine its continued relevance, consistency, and compliance with 2 CFR Part 200 (Uniform Guidance) or other guidance or directives.

Financial Policies and Procedures, Section VII – Cash Disbursements establishes the concepts and procedures to process cash disbursement transactions. To summarize, the Finance Specialist compiles the supporting documentation for all cash disbursements and provides to the Accounting Manager for an initial review. In addition, the CFO reviews and approves all disbursements prior to providing the check and supporting documentation to the CEO. The CEO then reviews the supporting documentation and signs the check signifying CEO approval. As a final step, a second signature is obtained from a Board Officer for all checks.

To establish dual signature requirements for only those cash disbursements over a specified threshold, the below change is recommended, as redlined.

Excerpt of **Section VII – Cash Disbursements** of the **Financial Policies and Procedures**:

The Finance Specialist or Accounting Manager will:

- Obtain signature from one of the Board Officers (i.e. Board Chair, Board Vice Chair, Board Treasurer, or Secretary) for cash disbursements greater than \$5,000 and any checks made payable directly to the CEO.

Recommendation

Finance committee recommends approval of the above revision to **Section VII – Cash Disbursements** of the **Financial Policies and Procedures** in order to establish a specified threshold of \$5,000 and any checks made payable directly to the CEO for requirement of a second signature by a Board Officer.



Consent Agenda Item # 4 Employee Health and Welfare Benefits

Background

As one of the most important resources at CareerSource Tampa Bay is its employees, it is critical to offer competitive benefits to attract and retain its top talent. As such, a significant amount of time has been invested in the review of the Organization's benefits to ensure the benefits offered are competitive with market and industry standards and are equitable among staff.

Key Events

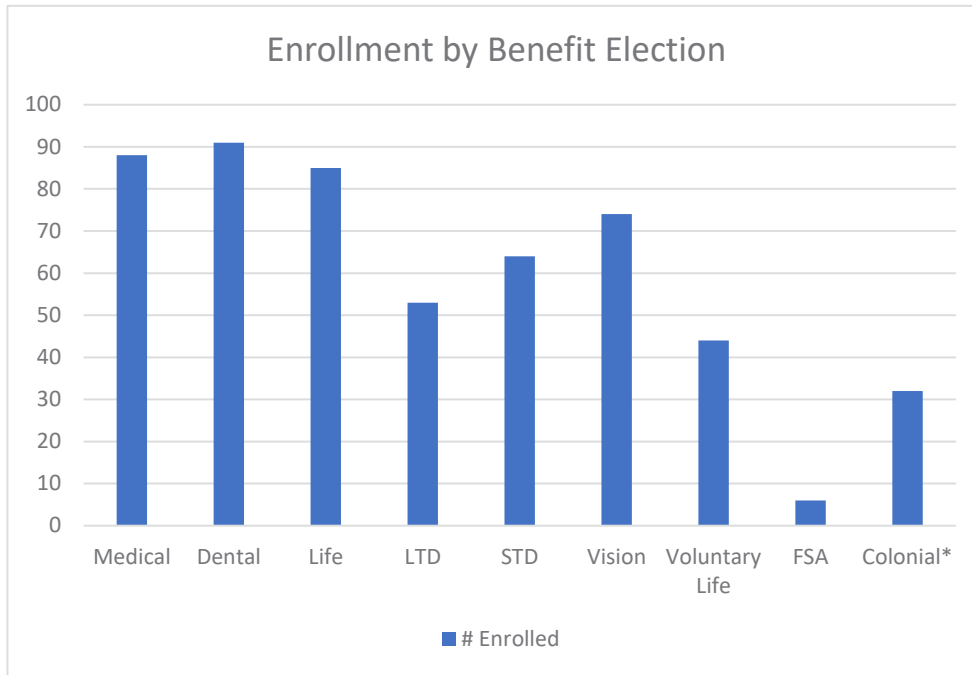
- CSTB engaged Compensation Resources, Inc. (CRI) to perform a compensation and benefits analysis. CRI conducted a market analysis of CSTB's current salary structure, performed a staff survey, and reviewed the entity's benefit structure in comparison to the market.
- CSTB presented the results of CRI compensation and benefits analysis to the Finance Committee. For the benefits study, CareerSource Tampa Bay (CSTB) was found to be competitive with its overall benefits package. However, CRI recommended CSTB move to more of a traditional cafeteria style benefit structure.
- CSTB Finance Committee approved continuation of the current benefit stipend through the end of fiscal year June 30, 2020 at which time the Organization would transition to a more equitable cafeteria style benefit structure to coincide with the outsourcing of approximately half of the organization's current census.
- CSTB consulted with Benefits Broker, Gallagher, to obtain alternative health and welfare benefit plans that are in line with industry standards.
- CSTB informed the Finance Committee that obtaining insurance under Hillsborough County is not an option.
- CSTB Board of Directors unanimously voted to cancel the RFP award process for outsourcing of staff and to procure at a later date to be determined in the future. The employee benefit package was going to be reviewed to align with the outsourcing to take place on July 1, 2020. With changes being postponed and the unfortunate global pandemic of COVID-19 which is affecting all industries, there is a need to revisit this topic for benefit elections to be effective January 1, 2021.

Current Census

The current census at CSTB is 123 full-time employees with 88 enrolled (72%) in our employer sponsored medical plan. Participation in our supplemental plans (Life, Voluntary Life, STD, LTD and Colonial products) are strong. We had 96 enrolled (78%) for the 2020 benefit year.



Below is a chart representing employee 2020 benefit elections.



* Colonial includes Accident, Bridge, Cancer and Critical Illness supplemental insurance.

Proposed Next Steps

1. Since the original reason to implement the mid-year change was due to the planned outsourcing of staff, CSTB would continue with our current benefit structure of a 28% cafeteria contribution for the remainder of the 2020 calendar year. Under this plan, employees would remain in their current health and wellness benefits offered by the organization. The average annual cost per employee is approximately \$14,300. In addition, employees receive a 5% 401k Non-elective contribution (NEC), which brings the average annual cost per employee up to \$16,880.

The challenges faced by changing mid-year are:

- Negative impact to staff
- Inability for staff to change benefit elections mid-year
- Restriction to the type of plan changes. Certain benefits could not be changed until 1/1
- Additional administrative complexities due to compliance requirements



The benefits to staying with this plan are:

- Less impact to staff
- Administrative complexities due to compliance requirements noted above, with mid-year change, is no longer an administrative concern
- Modifying the benefit election's offered starting January 1st would align with the normal open enrollment timeframe and allow staff to make appropriate changes to their elections based on the package available at that time.

2. Obtain benefit package options in August/September 2020 timeframe from our Benefits Broker, Gallagher, who will go out to market. Present those options to the Human Resources committee for consideration and selection for recommendation to the board for approval. Move to either a flat rate cafeteria contribution or a traditional cost sharing plan.

Potential Future Benefit Plan Options

Please note: The below options are provided for discussion purposes only as much of the underlying information is based on estimates and actual amounts are unknown at this time. Calculations are based on an estimated census of 139 staff and projected increase of 20% for health and wellness plan premiums over our current plan options.

- Option #1: Flat rate cafeteria contribution plan

Similar to the current plan, this plan would allow employees the ability to select from the various health and wellness benefits offered by the organization providing them with maximum flexibility. However, this plan is not based on salary but instead provides a flat rate of approximately \$13,500 per employee, ensuring that it is more equitable among all staff.

The employees would continue to receive a 5% 401k Non-elective contribution (NEC) and in addition CSTB would match up to 2% of employee's contributions. The overall average annual cost of this plan would be approximately \$17,115 per employee.

- Option #2: Traditional plan

Gallagher has proposed the following as a potential plan structure to be effective January 1, 2021. The actual plan structure and costs will not be known until Gallagher is able to go out to market later in the year (August/September 2020).

Under the projected traditional plan employees would be able to select from the following:

1. Preferred Provider Organization (PPO) - \$750 individual deductible
2. High Deductible Health Plan (HDHP) - \$2,000 individual deductible. This plan would include an employer contribution to a Health Reimbursement Account (HRA) of \$1,250 per employee per year.



CSTB would continue to offer the following additional benefits:

- Dental – one PPO plan
- Vision
- Basic and Voluntary Life
- Short term disability
- Long term disability

CSTB would cover 100% of the costs for the employee only coverage for all benefits offered and 85% for family coverage for medical, dental and vision.

Employees would continue to receive a 5% 401k Non-elective contribution (NEC) and in addition CSTB would match up to 3% of employee's contributions. The overall average annual cost of this plan is \$16,530 per employee.

Recommendation

The Finance committee recommends (1) continuation of the current cafeteria contribution structure through the end of the calendar year, December 31, 2020 for the least impact to staff (2) to defer changes to benefit plan structure to be effective January 1, 2021 and (3) present plan options to the Human Resources committee in October 2020 once data is available from the Benefits Broker for a plan to be effective January 1, 2021.



Consent Agenda # 5

COVID-19 Positive Case Handling Policy

Background: According to the Centers for Disease Control and Prevention COVID-19 symptoms may appear 2-14 days after exposure to the virus which makes it difficult to determine if an individual is a carrier of COVID-19 and asymptomatic. The virus can develop serious complications for an individual leading to death, especially for older adults and people who have severe underlying medical health conditions such as heart or lung disease or diabetes. Due to the uncertainty of COVID-19, Policies and Procedures relating to the virus will continue until further notice and subject to change as needed.

In order to prevent the spread of the virus, CareerSource Tampa Bay will be providing masks and require that all staff and partners wear them upon entering the worksite. All others will be highly encouraged to wear a mask. Screening questions will be completed for employees, customers, vendors and partners before entering the building. Posters and marketing material of prevention such as: hand washing, use of hand sanitizer, social distancing...etc. are displayed throughout the facilities.

Procedures are in place if an employee, customer, vendor, or partner notifies CSTB Management of a confirmed COVID-19 case.

Attached is the CSTB COVID19-Positive Case Handling Process policy and procedure for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay COVID-19 Positive Case Handling Process Policy.



POLICY

SECTION: HUMAN RESOURCES	POLICY# 020-C0071	PAGE: 1 of 3
TITLE: POSITIVE COVID-19 CASE HANDLING PROCESS		EFFECTIVE DATE: TBD
REPLACES:		DATED:

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: CareerSource Tampa Bay (CSTB) cares about the safety of employees, customers, vendors and partners. In order to prevent the spread of COVID-19 it is important to take precautions and take immediate action if there is a positive case identified at one of the CareerSource centers. Due to the uncertainty of COVID-19, Policies and Procedures relating to the virus will continue until further notice and subject to change as needed.

BACKGROUND: According to the Centers for Disease Control and Prevention (CDC) COVID-19 symptoms range from mild to severe symptoms, which include: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell, and other symptoms that are less common. Symptoms may appear 2-14 days after exposure to the virus which makes it difficult to determine if an individual is a carrier of COVID-19 and asymptomatic. The virus can develop serious complications for an individual leading to death, especially for older adults and people who have severe underlying medical health conditions such as heart or lung disease or diabetes.

PROCEDURE:

Prevention: To prevent the spread of COVID-19, all employees will be required to wear a mask upon entering the worksite. CSTB will be providing masks for all staff and partners. All others will be highly encouraged to wear a mask. During Phase 1, staff temperatures will be taken upon arrival.

CSTB developed marketing materials including a half (1/2) sheet to issue to customers who are waiting to enter the building. Posters have also been developed that will be displayed externally that contain the same information, so customers are well informed.

All employees, customers, vendors, and partners that will be entering the building will be screened with the following questions:

- Have you returned from international travel or been on a cruise within the last 14 days or have you had contact with anyone who has?
- Have you been in contact with anyone that has, or has been under investigation for COVID-19 within the last 14 days?
- In the last 14 days, have you been in close contact gathering of 10 or more people?
- Have you travelled outside of Florida within the last 14 days?
- Have you or anyone in your household experienced any signs or symptoms such as:
 - Fever, Cough, Shortness of breath, Chills, Muscle Pain, Headache, Sore Throat, New Loss of Taste or Smell

Based on CDC guidelines a temperature of 100.4°F is considered a fever. Anyone registering a temperature that is considered a fever or answers 'yes' to the screening questions will be sent home.

Employees are asked to self-monitor throughout the day and report any symptoms to their Manager or Human Resources. Anyone with a presumptive case of COVID-19 ("affected") will be sent home to get COVID-19 tested.

Other precautions include: reminders about prevention by washing of the hands often for at least 20 seconds, use of hand sanitizer that contains at least 60% alcohol, staying home if sick or in contact with someone that is sick, social distancing of the minimum 6 feet apart and disinfecting workspaces for each use (depending on work area usage) or a minimum of daily cleaning of frequently touched areas by professional contracted maintenance staff. Supplies to disinfect and sanitize are provided by CSTB.

Procedures for a Positive Case:

If an employee, customer, vendor, or partner notifies CSTB Management (Manager and Human Resources) of a confirmed COVID-19 case, the following steps will be taken:

- 1) The affected individual should be sent home if not already. Employee will quarantine for 14 days and must test negative with a medical note before returning to work.
- 2) Contact tracing will begin immediately to determine locations in which the affected individual may have travelled and areas of contact. Any employee that may have been in close contact with the affected individual will be required to get COVID-19 tested with a negative result prior to returning to work.
- 3) Human Resources will notify CEO, COO, Director of Public Relations and Marketing, and Facilities Coordinator.
- 4) Based on the location and exposure to the coronavirus, CSTB may consider ceasing operations immediately.
- 5) Property managers of the building will be notified immediately to determine the need to close for thorough cleaning or only disinfect the areas of contact.
- 6) CEO will notify the Board Chair and Executive Committee.
- 7) CEO or designee will notify the DEO.

- 8) The Director of Public Relations and Marketing will issue an internal memo to notify employees and partners.
- 9) CPPO will notify the CSTB One Stop Operator who will disseminate information to all CSTB one stop partners.

*please note that notification is occurring simultaneously and may not occur in the order as presented above.

References: CDC.gov; [Screening Questions for Building Entry from the DEO](#)

INQUIRIES: Any questions about this policy should be directed to the Director of Human Resources or the CEO.



Consent Agenda Item # 6

WIOA Youth 5% Exception and 5% Limitation Policy

Background: As described in WIOA 20 CFR § 681.250(c), WIOA allows a low-income exception where 5 % of WIOA youth may be participants who ordinarily would be required to be low income for eligibility purposes and meet all other eligibility criteria for WIOA youth except the low-income criteria.

A program must calculate the 5 % based on the percentage of newly enrolled youth in the local area's WIOA youth program in a given program year who would ordinarily be required to meet the low-income criteria. The 5 % low-income exception under WIOA is calculated based on the 5 percent of youth enrolled in a given program year who would ordinarily be required to meet the low-income criteria.

This is an elective category meaning that this category does not have to be utilized if it is not necessary. If CSTB elects to place participants in this category based on eligibility, not more than 5% may qualify under the low- income exception.

Calculation of the limitation is done on a per Program Year basis (July 1 – June 30th). The methodology only considers new ISY enrollments that are realized by CSTB in a given program year.

Attached is the WIOA Youth 5% Exception and 5% Limitation policy for your review and consideration.

Recommendation: The Executive Committee is recommending approval of the CareerSource Tampa Bay WIOA 5% Exception and 5% Limitation Policy.



POLICY

SECTION: WIOA Youth	POLICY# 019-C0050	PAGE: 1 of 3
TITLE: WIOA Youth 5% Exception and 5% Limitation	EFFECTIVE DATE: TBD	
REPLACES: N/A	DATED: N/A	

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To provide guidance to staff on the WIOA Youth definitions surrounding 5% exception and 5% limitations for In-School (ISY) and Out-of-School (OSY) WIOA Youth funding when determining WIOA Youth eligibility.

BACKGROUND: To be eligible for WIOA youth program, individuals must meet one or more conditions listed in WIOA Section 129(a)(1)(B)(iii) for OSY and (a)(1)(C)(iv) for ISY. Refer to CSTB POLICY WIOA Title 1 Programs Eligibility Criteria #019-C0035 for WIOA Youth eligibility criteria for ISY and OSY and CSTB POLICY Youth Requiring Additional Services #019-C0031.

Training Employment Guidance Letter (TEGL) 8-15 Second Title 1 WIOA Youth Program Transition Guidance outlines 5% Limitation and 5% Low Income Exception requirements.

POLICY:

As described in WIOA 20 CFR § 681.250(c), WIOA allows a low-income exception where 5 % of WIOA youth may be participants who ordinarily would be required to be low income for eligibility purposes and meet all other eligibility criteria for WIOA youth except the low-income criteria.

A program must calculate the 5 % based on the percentage of newly enrolled youth in the local area’s WIOA youth program in a given program year who would ordinarily be required to meet the low-income criteria. The 5 % low-income exception under WIOA is calculated based on the 5 percent of youth enrolled in a given program year who would ordinarily be required to meet the low-income criteria.

This is an elective category meaning that this category does not have to be utilized if it is not necessary. If CSTB elects to place participants in this category based on eligibility, not more than 5% may qualify under the low- income exception.

CSTB Policy # 019-C0031 – Youth Requiring Additional Assistance outlines the CSTB definition of acceptable criteria in our region. This policy provided maximum flexibility in capturing additional barriers that youth in our region face. In addition, CareerSource Tampa Bay’s Local Workforce Development Board will follow established WIOA Youth 5% Eligibility and Limitation criteria guidelines as provided in TEGL 08-15.

PROCEDURE:

5% Exceptions- WIOA Sec. 129(a)(3) defines all in-school youth and the following two categories of out-of-school youth as “covered individuals.”

- A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is either basic skills deficient or an English language learner;
- A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

No more than five percent (5%) of youth served in a local area may be “covered individuals” who are not low income (WIOA Sec.129 (a)(3)(A)(iii)).

All ISY must be low-income with the exception that up to five percent (5%) of ISY youth who meet all the other eligibility requirements need to be low-income. The up to five percent (5%) is calculated based on all newly enrolled youth who would ordinarily be required to meet the low-income criteria in a given program year.

For OSY, only those youth who are the recipient of a secondary school diploma or its recognized equivalent and are either basic skills deficient or an English language learner and youth who require additional assistance to enter or complete an educational program or to secure or hold employment must be low-income. Because not all OSY are required to be low-income, the 5% low income exception under WIOA is calculated based on the 5% of youth enrolled in a given program year who would ordinarily be required to meet the low-income criteria (20 CFR 681.250).

To exercise the WIOA Youth 5% Exception this will require the CEO or their designee’s approval. This would be documented in EmployFlorida case notes and in the WIOA application/intake packet so it is clear for the MIS team to process the initial enrollment.

5% Limitations- No more than five percent of the in-school youth served in a local area may be “an individual who requires additional assistance to complete an educational program or to secure or hold employment” (WIOA Sec. 129(a)(3)(B)). WIOA Sec. 129(a)(3)(B) states that in each local area, not more than 5% of the ISY assisted may be eligible based on paragraph (1)(C)(iv)(VII), which refers to the barrier for an ISY who requires additional assistance to complete an educational program or to secure or hold employment. CSTB must ensure that in a given program year, not more than 5% of ISY enrolled in the program year are determined WIOA eligible only based on the “additional assistance” criterion.

Calculation of the limitation is done on a per Program Year basis (July 1 – June 30th). The methodology only considers new ISY enrollments that are realized by CSTB in a given program year.

- Note: The 5% limitation restriction only applies to ISY.

EF Tracking

Both the 5% Exception and 5% Limitation are tracked based on activities and coding in EmployFlorida. In addition, CSTB should establish local internal controls to ensure that these thresholds are not exceeded. CSTB can generate reports to identify the total # enrolled in each category. DEO also conducts annual programmatic monitoring and one of the areas they review is WIOA Youth and in particular they review for both the 5% exception and 5% limitation criteria.

Waivers

Presently there are no approved waivers through USDOL to either of these requirements.

References:

- WIOA Public Law 113-128 Section 129(a):
<https://www.govinfo.gov/content/pkg/PLAW-113publ128/psf/PLAW-113publ128.pdf>
- TEGL 08-15 Second title 1 WIOA Youth Program Transition Guidance:
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_08-15.pdf
- TEGL 19-16 WIOA Operating Guidance:
https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3851
- TEGL 23-14 WIOA Operating Guidance:
https://wdr.doleta.gov/directives/attach/TEGL/TEGL_23-14.pdf
- CSTB POLICY # 019-C0035 WIOA Title 1 Programs Eligibility Criteria:
<https://local.careersourcetampabay.com/wp-content/uploads/2019/12/Policy-WIOA-Title-1-Eligibility-Criteria.pdf>
- CSTB POLICY # 019-C0031: Youth Requiring Additional Assistance
<file:///U:/Career%20Services/2019%20Policies%20and%20Procedures/Policy%20-%20Youth%20Requiring%20additional%20assistance/Policy%20Youth%20Requiring%20Additional%20Assistance%20Revision%209%202019.pdf>

INQUIRIES: Any questions about this procedure should be directed to the Chief Operating Officer, Director of Youth program, or their designee.



Consent Agenda # 7

Priority of Service Policy

Background: WIOA requires priority to be given to public assistance recipients, other low-income individuals and individuals who meet the definition of basic skills deficient, when providing individualized career services and training services (TEGL 19-16). The U.S. Department of Labor Jobs for Veterans Act and Veterans Benefits, Healthcare, and Information Technology Act of 2006 outlines the Priority of Service for WIOA eligible veterans and eligible spouses.

Priority of service status is established at the time of eligibility determination for WIOA Title I Adult registrants and does not change throughout participation. WIOA Section 134 (c) requires that an eligible trainee must have the skills and qualifications to successfully participate in the selected program of training services in addition to meeting the other eligibility criteria. WIOA Adult priority of service is outlined in CSTB WIOA Title I Eligibility Criteria POLICY# 019-C0035. Veterans and eligible spouses are given priority over non-covered persons for the receipt of employment, training and placement services provided under qualified job training programs.

Priority of service must be provided to eligible WIOA adult program participants in the following order:

1. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, including the underemployed, or individuals who are basic skills deficient.
2. Individuals who are not veterans or eligible spouses who are included in the groups given WIOA priority selection criteria.
3. All other veterans and eligible spouses who are included in the WIOA priority groups.
4. Other individuals who do not meet the statutory priority, but who are identified as priority populations established by the Governor and/or CSTB's Local Workforce Development Board.
5. Other individuals who do not meet the statutory priority and who do not meet the Governor's or CSTB's Local Workforce Development Board's discretionary priority, but who do meet the WIOA adult program eligibility.

Attached is the CSTB Priority of Service policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay Priority of Service Policy.



Policy

SECTION: WIOA	POLICY# 020-C0062	PAGE: 1 of 3
TITLE: Priority of Service		EFFECTIVE DATE:
REPLACES:		DATED:

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To provide guidance to CareerSource Tampa Bay (CSTB) WIOA, Youth, TAA, and WP staff on the requirements for providing priority of service to eligible individuals under the Workforce Innovation and Opportunity Act (WIOA).

BACKGROUND: WIOA requires priority to be given to public assistance recipients, other low-income individuals and individuals who meet the definition of basic skills deficient, when providing individualized career services and training services (TEGL 19-16). The U.S. Department of Labor Jobs for Veterans’ Act and Veterans’ Benefits, Healthcare, and Information Technology Act of 2006 outlines the Priority of Service for WIOA eligible veterans and eligible spouses. Other eligible individuals may be served only after first serving individuals who meet the established veteran priority of service criteria. Priority means veterans and eligible spouses are entitled to precedence over non-covered persons for services. Priority of service applies to participants served in the WIOA adult program. Priority of service does not apply to participants in the WIOA dislocated workers program.

POLICY:

In accordance with CareerSource Florida Administrative Policy #105 Priority of Service, any adult who meets the criteria outlined in this administrative service policy must be served before other persons for the receipt of individualized career and training services.

WIOA Statutory Priority for Adult Funds

WIOA focuses on serving individuals with barriers to employment and ensures access to these services on a priority basis. Section 134(C)(3)(E) of WIOA establishes a priority requirement with respect to funds allocated to a local area for adult employment and training activities. Under this section, American Job Center staff that are responsible for these funds and must give priority to recipients in the following statutory sequential order:

1. Recipients of public assistance.
2. Low-income individuals.

- a. Payments for unemployment compensation, child support payments and old-age survivors' insurance are not excluded from income calculations for determining if an individual is low income.
 - b. For income-based eligibility determinations, amounts paid while on active duty or paid by the Department of Veterans Affairs (VA) for vocational rehabilitation, disability payments, or related VA funded programs cannot be considered income for eligibility purposes.
 - c. For additional information on included and excluded income, please refer to CSTB WIOA Low-Income Calculation Guidelines & Income Exclusions & Inclusion Procedure #018-C003.
3. Individuals who are basic skills deficient, as defined in WIOA Section 3(5).

As referenced in the CSTB WIOA Four Year Workforce Services Plan, CSTB adheres to the requirements for adult employment and training activities outlined in WIOA Section 133 (b), as priority of service regardless of funding levels.

Priority of service status is established at the time of eligibility determination for WIOA Title I Adult registrants and does not change throughout participation. WIOA Section 134 (c) requires that an eligible trainee must have the skills and qualifications to successfully participate in the selected program of training services in addition to meeting the other eligibility criteria. WIOA Adult priority of service is outlined in CSTB WIOA Title I Eligibility Criteria POLICY# 019-C0035.

Veteran and Adult Priority of Service

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

The regulations require that CSTB identify veterans and eligible spouses at the "point of entry," which can be at the One-Stop Centers or virtual delivery points, such as through Employ Florida (EF). In addition, CSTB staff are required to be trained to inform all veterans or eligible spouses at the time of their arrival at any of the CSTB centers that they are eligible for Priority of Service. A veteran's self-registration in EF will automatically record a service code 089- Notification of Veterans Priority of service. If CSTB staff assist with the registration, then the customer must be notified of their eligibility of priority of service and code 189- Notification of Veteran Priority of Service will be staff generated.

Veterans who receive Priority of Service must meet all WIOA adult program eligibility requirements.

Priority of service must be provided to eligible WIOA adult program participants in the following order:

1. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, including the underemployed, or individuals who are basic skills deficient.

2. Individuals who are not veterans or eligible spouses who are included in the groups given WIOA priority selection criteria.
3. All other veterans and eligible spouses who are included in the WIOA priority groups.
4. Other individuals who do not meet the statutory priority, but who are identified as priority populations established by the Governor and/or CSTB's Local Workforce Development Board.
5. Other individuals who do not meet the statutory priority and who do not meet the Governor's or CSTB's Local Workforce Development Board's discretionary priority, but who do meet the WIOA adult program eligibility.

Monitoring

CSTB conducts programmatic monitoring throughout the Program Year (PY) by our internal Program Monitors under the direction of the Director of MIS and Data Services. CSTB establishes an Annual Quality Check Programmatic Monitoring plan that outlines the schedule for internal programmatic monitoring. We utilize the established DEO Programmatic Monitoring Tools as the baseline to conduct our reviews. For this particular area in general, CSTB's internal monitors review the Wagner-Peyser Veteran questions to determine if a job seeker is registered in EmployFlorida (EF) as a veteran, determine if appropriate priority of service codes were entered (089 or 189), and review the necessary components of an assessment (102 or 203) and EDP (205) if a case management code (128 or 129) was given.

References

- CareerSource Florida Administrative Policy #105: http://www.floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2020-guidance-papers/adminpolicy105_priorityofsvc---final.pdf?sfvrsn=308643b0_2
- CareerSource Florida Administrative Policy #009 On-the-Job Training: http://www.floridajobs.org/docs/default-source/lwdb-resources/policy-andguidance/guidance-papers/2019-guidance-papers/adminpol009_ojt-new.pdf?sfvrsn=2
- TEGL 8-15 Second Title I WIOA Youth Program Transition Guidance: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_08-15.pdf
- TEGL 19-16 WIOA Operating Guidance: https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3851
- TEGL 21-16 Third WIOA Title I Youth Formula Program Guidance: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_21-16.pdf
- TEGL 23-14 WIOA Youth Program Transition: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_23-14.pdf
- Workforce Innovation and Opportunity Act (WIOA) Public Law 113-1 28,129, 170 (c), 3(2) and 189 (h): www.govinfo.gov/content/pkg/PLAW-113publ128.pdf
- 20 Code of Federal Regulations 680.600 – 680.660: <https://www.govinfo.gov/content/pkg/CFR-2019-title20-vol4/pdf/CFR-2019-title20-vol4-part680.pdf>
- 20 Code of Federal Regulations 683.230: <https://www.govinfo.gov/content/pkg/CFR-2019-title20-vol4/pdf/CFR-2019-title20-vol4-sec683-230.pdf>
- 20 Code of Federal Regulations Part 1010: <https://www.govinfo.gov/content/pkg/CFR-2019-title20-vol4/pdf/CFR-2019-title20-vol4-part1010.pdf>

INQUIRIES: Any questions about this policy should be directed to the Chief Operating Officer, Director of Programs, and his/her designee.



Consent Agenda # 8

CSTB Board Composition and Certification Policy

Background: The CareerSource Florida Board of Director's have responsibility for granting charters to local workforce development boards that have a membership consistent with the requirements of federal and state law and have developed a plan consistent with the state's workforce development plan. Each local workforce development area in the state is required to establish a local workforce development board to carry out the function specified for the local board under WIOA Sec. 107(d). CSTB's LWDB is part of a statewide workforce system, which is business driven, customer centric, streamlined, and outcome orientated.

CSTB's LWDB sets policy for the local area (Hillsborough County) in compliance with broader state policies addressing workforce development issues, including but not limited to WIOA activities.

CSTB's LWDB consists of decision-making individuals that are reflective of the business demographics in Hillsborough County and leaders from the workforce system, education, and economic development.

Attached is the CSTB Board Composition and Certification policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay Board Composition and Certification Policy.



Policy

SECTION: CSTB	POLICY#020-C0066	PAGE: 1 of 5
TITLE: CSTB Board Composition and Certification	EFFECTIVE DATE:	
REPLACES: N/A	DATED: N/A	

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To provide guidance to CareerSource Tampa Bay (CSTB) Local Workforce Development Board (LWDB) about the requirements for membership composition under the Workforce Innovation and Opportunity Act (WIOA) and Chapter 445, Florida Statutes (F.S.), as well as the process for certification.

BACKGROUND: The CareerSource Florida Board of Director’s have responsibility for granting charters to local workforce development boards that have a membership consistent with the requirements of federal and state law and have developed a plan consistent with the state’s workforce development plan. Each local workforce development area in the state is required to establish a local workforce development board to carry out the function specified for the local board under WIOA Sec. 107(d). CSTB’s LWDB is part of a statewide workforce system, which is business driven, customer centric, streamlined, and outcome orientated. CSTB’s LWDB sets policy for the local area (Hillsborough County) in compliance with broader state policies addressing workforce development issues, including but not limited to WIOA activities.

POLICY:

CSTB’s LWDB consists of decision-making individuals that are reflective of the business demographics in Hillsborough County and leaders from the workforce system, education, and economic development, as identified below. The composition of CSTB’s LWDB must meet the following criteria:

A. LWDB Membership and Composition:

Categories	Descriptions
Business	A majority of the board members must represent business in the local area as individuals who: <ul style="list-style-type: none"> a. Are owners of a business, chief executive or operating officers of business, or other business executives with optimum policymaking or hiring authority;

	<ul style="list-style-type: none"> b. Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in Hillsborough County (at least two (2) representatives of small businesses must be included); and c. Are appointed from among individuals nominated by local business organizations and business trade associations.
Labor/ Apprenticeships	<p>No fewer than 20 percent of the members must be representatives of the workforce within local area who:</p> <ul style="list-style-type: none"> a. Include at least two (2) representatives of labor organizations nominated by local labor federations. In the event no employees are represented by such organizations, at least two (2) other representatives of employees will be included. b. Include at least one representative of a labor organization or a training director from a joint labor-management apprenticeship program. If no such joint program exists in the area, at least one representative of an apprenticeship program in the area, if such a program exists. c. May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or provide/support competitive integrated employment for individuals with disabilities. d. May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives or organizations that serve out-of-school youth.
Education	<p>Each local board must include representatives of entities administering education and training activities in the local area who:</p> <ul style="list-style-type: none"> a. Include a representative of eligible providers administering adult education and literacy activities under Title II of WIOA. b. Include a representative of institutions of higher education providing workforce investment activities (including community colleges). c. Include a private education provider. CareerSource Florida may waive this requirement if requested by a LWDB if it is demonstrated that such representative does not exist in the local area. d. May include representatives of local educational agencies and of community-based organizations with demonstrated

	<p>experience and expertise in addressing the education or training needs of individuals with barriers to employment.</p> <p>When there is more than one institution in each of the types of educational entities listed above, nominations are solicited from representatives of each of these entities.</p>
<p>Government/ Economic/ Community Development</p>	<p>CSTB's Board must include representatives of governmental, economic and community development entities serving the local area who:</p> <ol style="list-style-type: none"> a. Represent economic and community development entities serving the local area. b. Represent Vocational Rehabilitation serving the local area. c. May represent agencies or entities serving the local area relating to transportation, housing, and public assistance. d. May represent philanthropic organizations serving the local area.
<p>Other Entity Representation</p>	<p>CSTB's Board may include other individuals or representatives of entities determined by the Chief Elected Official in local area to be appropriate.</p>

CSTB LWDB members may be appointed as representative of more than one entity if the individual meets all the criteria for representation.

- B. LWDB Chairperson:** The members of CSTB local board must elect a current board member to serve as a CSTB Chairperson. The Chairperson of CSTB's local board must be from the business community and serve for a term of no more than two (2) years and no more than two (2) terms.
- C. Standing Committees:** CSTB's LWDB may designate and direct the activities of standing committees to provide information and to assist the local board in carrying out its required activities, as further prescribed in WIOA Sec. 107(b)(4).
- D. Authority of Board Members:** Members of the board who represent organizations, agencies, or other entities must be individuals with optimum policymaking authority within the organizations, agencies or entities.
- E. Board Member Nominations:** The members of the board shall represent diverse geographic areas within Hillsborough County; the importance of minority and gender representation must be considered when making appointment to the CSTB's LWDB.
Chief Local Elected Officials must develop a process for soliciting LWDB nominations and for selecting LWDB members, consistent with federal and state law and this policy.
Documentation supporting the nomination/selection process, including names of nominating organizations and names of all candidates and their qualifications, must be retained for not less than five (5) years.

F. Appointment of Board Members: CSTB's CEO is authorized to appoint the members of the local board who meet the criteria outlined in Section A of this policy.

G. Removal of a Board Member: CSTB Board members who no longer hold the position or status that made them eligible appointees must resign or be removed by the Chief Local Elected Officials. CSTB local board vacancies must be filled within a reasonable amount of time.

In accordance with Chapter 445.007(2)(b), F.S., the Governor may remove a member of a LWDB, as well as its Executive Director or the designated person responsible for operational and administrative functions for the board, for cause. Cause includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, documented violation of conflict of interest, failure to meet local workforce development board representation requirements, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance.

H. Certification of Local Workforce Development Boards

1. **Certification:** Every two years, CSTB must be certified for the local area Region 15 in the state, based on the criteria described in WIOA Sec. 107(b). For a second or subsequent certification, certification must also be based on the extent to which the local area has ensured that workforce investment activities carried out in the local area have enabled a local area to meet the corresponding performance accountability measures and achieve fiscal integrity as defined in WIOA Sec. 106(e)(2).

The CareerSource Florida Board of Directors shall recertify CSTB LWDB every two years. DEO, in consultation with CareerSource Florida Board of Directors, will issue instructions to CSTB for certification. CSTB's LWDB will submit certification documents to DEO. Upon satisfactory review of CSTB certification documents, DEO will provide a recommendation regarding certification to the CareerSource Florida Board of Directors. At the appropriate time intervals, instructions will be issued to CSTB regarding the certification process, to include documentation requirements.

2. **Failure to Achieve Certification:** Failure to achieve certification shall result in appointment and certification of a new local board for the local area pursuant to WIOA Sec. 107 (c)(1).

I. Decertification of Local Workforce Development Boards

The Governor may decertify CSTB LWDB in accordance with WIOA Sec. 107(c)(3), as further prescribed in CareerSource Florida Administrative Policy #1040 - *Sanctions for Local Workforce Development Boards' Failure to Meet Federal and State Standards*.

REFERENCES

- CareerSource Florida Administrative Policy #091 Local Workforce Development Board Composition and Certification: <http://www.floridajobs.org/docs/default-source/lwdb->

[resources/policy-and-guidance/guidance-papers/2020-guidance-papers/adminpolicy091_lwdb-comp-and-certif---final.pdf?sfvrsn=cc8743b0_2](#)

- Workforce Innovation and Opportunity Act (WIOA), Sections 106 and 107:
www.govinfo.gov/content/pkg/PLAW-113publ128.pdf
- 20 Code of Federal Regulations 679.320: <https://www.govinfo.gov/app/details/CFR-2017-title20-vol4/CFR-2017-title20-vol4-sec679-320>
- Florida Statutes, Sections 445.004 and 445.007:
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0445/Sections/0445.004.html

INQUIRIES: Any questions about this policy should be directed to the Chief Executive Officer, and his/her designee.



Consent Agenda # 9

CSTB LWDB's Failure to Meet Federal and State Standards Policy

Background: The CareerSource Florida Board of Directors seek to ensure CSTB LWDB, as subrecipient of authorized funds administered by DEO to CSTB LWDB, are accountable for failing to correct performance, programmatic and financial deficiencies. Correcting any deficiencies maintains credibility in administration of programs, reduces risk of compliance findings, and reduces the potential for a reduction or recapture of funds by the United States Department of Labor (USDOL) or other federal or state funders. To increase programmatic integrity at the local level, and to reduce performance, programmatic or financial deficiencies, any subrecipient not meeting the regulatory or statutory standards shall be subject to specific conditions, remedies, and sanctions consistent with applicable federal laws, regulations, and guidance.

As CSTB's LWDB utilizes WIOA Title 1 and other funds authorized by CareerSource Florida Board of Directors and passed to CSTB's LWDB through the Florida Department of Economic Opportunity potential sanctions and remedies that may be imposed if CSTB fails to meet or violates federal and state laws, regulations, standards, performance measures, or the terms of agreements between CSTB's LWDB and DEO.

CSTB's policy adheres to all guidance outlined in the CareerSource Florida Administrative Policy #104 - Sanctions for Local Workforce Development Boards' Failure to Meet Federal and State Standards effective 2.20.2020.

Attached is the Sanctions for CSTB LWDB's Failure to Meet Federal and State Standards policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay Sanctions for CSTB LWDB's Failure to Meet Federal and State Standards Policy.



POLICY

SECTION: CSTB	POLICY# 020-C0065	PAGE: 1 of 5
TITLE: Sanctions for CSTB LWDB's Failure to Meet Federal and State Standards		EFFECTIVE DATE: TBD
REPLACES: N/A		DATED: N/A

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To provide guidance to CareerSource Tampa Bay's (CSTB) Local Workforce Development Board (LWDB) about potential sanctions and remedies that may be imposed, if CSTB fails to meet or violates federal and state laws, regulations, standards, performance measures, or the terms of agreements between CSTB's LWDB and Department of Economic Opportunity (DEO).

BACKGROUND: The CareerSource Florida Board of Directors seek to ensure CSTB LWDB, as subrecipient of authorized funds administered by DEO to CSTB LWDB, are accountable for failing to correct performance, programmatic and financial deficiencies. Correcting any deficiencies maintains credibility in administration of programs, reduces risk of compliance findings, and reduces the potential for a reduction or recapture of funds by the United States Department of Labor (USDOL) or other federal or state funders. To increase programmatic integrity at the local level, and to reduce performance, programmatic or financial deficiencies, any subrecipient not meeting the regulatory or statutory standards shall be subject to specific conditions, remedies, and sanctions consistent with applicable federal laws, regulations, and guidance.

POLICY:

As CSTB's LWDB utilizes WIOA Title 1 and other funds authorized by CareerSource Florida Board of Directors and passed to CSTB's LWDB through the Florida Department of Economic Opportunity potential sanctions and remedies that may be imposed if CSTB fails to meet or violates federal and state laws, regulations, standards, performance measures, or the terms of agreements between CSTB's LWDB and DEO.

CSTB's policy adheres to all guidance outlined in the CareerSource Florida Administrative Policy #104 - Sanctions for Local Workforce Development Boards' Failure to Meet Federal and State Standards effective 2.20.2020.

A. Deficiencies

Corrective actions may be imposed on CSTB in the following circumstances:

1. Failure by CSTB to execute a Grantee-Subgrantee Agreement between DEO and itself within the timeframe prescribed by DEO, consistent with the review procedure set forth in WIOA sec. 121(c)(2)(A).
2. Failure by CSTB board members, staff, fiscal agent or administrative entity to appropriately oversee the delivery of services and ensure the effective and efficient use of funds.
3. Failure to:
 - a. Carry out the required functions of a LWDB as set forth in WIOA sec. 107(d).
 - b. Meet the negotiated levels of performance as set forth in WIOA sec. 116, the state plan, and CSTB local plan for the respective local area, and CareerSource Florida Administrative Policy 088.
 - c. Sustain program and fiscal integrity.
 - d. Properly use federal or state funds resulting in disallowed costs.
 - e. Act in a manner necessary to prevent waste, fraud, or abuse of federal or state funds.
 - f. Submit timely and accurate required financial and performance reports.
 - g. Take corrective actions to resolve findings of non-compliance identified during programmatic, fiscal, or investigative monitoring or audit reviews conducted by the USDOL, DEO, or other legally authorized entity.
 - h. Resolve or address sanctions within the timeframe determined by the authorized monitoring or reviewing authority.
 - i. Resolve or address all independent audit findings or questioned costs.
 - j. Submit required annual Single Audits or financial statement audits.
 - k. Comply with administrative and service contract requirements.
 - l. Retain and produce required service delivery, program participant, and/or financial records.
 - m. Address and resolve reported threats to health and safety of program participants or staff, which may include investigating complaints, taking appropriate corrective actions, or making referrals to the appropriate authorities.

B. Actions

The CareerSource Florida Board of Directors as well as DEO may impose the following actions in response to the commitment of deficiencies noted in Section A, outlined above.

1. **Corrective Notice-** DEO will provide notice that corrective action to secure prompt compliance is required by the LWDB. The notice may include additional performance, programmatic, or financial reviews, or additional technical assistance activities. The notice will include a timeline for required implementation and provide the opportunity for CSTB to resolve any deficiencies.
2. **Specific Conditions-** If CSTB fails to fully resolve the deficiencies stated in the corrective notice may result in the following:
 - a. Placing CSTB on a cost-reimbursement status.
 - b. Requiring invoices and supporting documentation to be submitted to justify and support expenditures prior to approving future draw requests.
 - c. Establishing additional prior approval as deemed necessary by DEO.
 - d. Any additional action which CareerSource Florida or DEO may determine as effective or necessary to correct the deficiency.
 - e. Full fiscal review of expenditures related to funds passed to CSTB through DEO.
 - f. Full programmatic review of participant eligibility and compliance with federal and state laws, regulations and guidance.
3. **Sanctions-** If CSTB LWDB fails to fully resolve the deficiencies stated in the corrective notice or failure to fulfill the specific conditions placed on CSTB LWDB may result in:
 - a. Suspension or termination, in whole or in part, the federal or state award.
 - b. Reduction or otherwise adjustment of CSTB LWDB's funding (by disqualification from distributions of incentive monies, reallocated formula funding and/or state level reserve funds).
 - c. Temporarily withhold reimbursement.
 - d. Disallowing all or part of the cost or actively determined to be in noncompliance.
 - e. Reduction of infrastructure funding allotment.
4. **Additional Sanctions-** If CSTB LWDB fails to fully cure the deficiencies in the corrective notice or fail to fulfill the specific conditions or sanction placed on CSTB LWDB may result in:
 - a. Issuance of a notice of intent to revoke approval of all or part of the local workforce services plan affected.
 - b. Imposing a reorganization plan which may include:
 - i. Decertifying CSTB and requiring that a new board be appointed and certified for the local area, Hillsborough County;
 - ii. Prohibiting the use of eligible providers and one-stop partners;
 - iii. Selecting an alternative entity as defined in WIOA Sec. 107 to administer the program for the local area involved;
 - iv. Merging the CSTB's local area into one or more other local areas, after consultation with Chief Local Elected Officials (CLEOs) in the local area; or
 - v. Making such other changes necessary to secure compliance.

- c. Initiate suspension or debarment proceedings.
- d. Any other penalty or action deemed appropriate by the Governor, CareerSource Florida Board of Directors or DEO.

C. Appeal Processes

If CSTB has been found in substantial violation of WIOA and has received notification that either all or part of the local plan will be revoked or that a reorganization will occur may appeal such sanctions to the Secretary of Labor, USDOL under 20 CFR 683.650. CSTB must file the appeal no later than 30 days after receipt of written notification of the revoked plan or imposed reorganization. A copy of the appeal must be simultaneously provided to CareerSource Florida Board of Directors and the Governor. The sanctions do not become effective until the time for appeal has expired or USDOL has issued a decision. USDOL will notify the Governor and the appellant in writing of the Secretary's decision within 45 days after receipt of the appeal.

If CSTB has failed to meet the local performance indicators for three (3) consecutive program years and has received the Governor's notice of intent to impose a reorganization plan may appeal to the Governor to rescind or revise plan no later than 30 days after receiving a written notice of the reorganization plan. The Governor is required to make a final decision within 30 days after receipt of the appeal. CSTB may appeal the Governor's final decision to USDOL under 20 CFR 677.225, no later than 30 days after receiving the final decision from the Governor. Any appeal of the Governor's final decision must be appealed jointly by CSTB's LWDB and Chief Elected Official. The USDOL will make its final decision within 30 days after receipt of the appeal. The decision by the Governor on the appeal becomes effective at the time it is issued and remains effective unless the USDOL rescinds or revises the reorganization plan.

References:

- CareerSource Florida Administrative Policy #104, Sanctions for Local Workforce Development Boards' Failure to Meet Federal and State Standards:
[http://www.floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2020-guidance-papers/adminpolicy104 - sanctionslwdbfailmeetfed-statestds---final.pdf?sfvrsn=858143b0_2](http://www.floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2020-guidance-papers/adminpolicy104-sanctionslwdbfailmeetfed-statestds---final.pdf?sfvrsn=858143b0_2)
- WIOA Public Law 113- 128, Sections 107, 116, 124, and 184:
<https://www.govinfo.gov/app/details/PLAW-113publ128>
- 20 Code of Federal Regulations (CFR) Parts 677.220:
https://www.ecfr.gov/cgi-bin/text-idx?SID=86f2b29914a9c1c79b0a55d4add62aef&mc=true&node=se20.4.677_1220&rgn=div8

- 20 Code of Federal Regulations (CFR) Part 677.225: https://www.ecfr.gov/cgi-bin/text-idx?SID=86f2b29914a9c1c79b0a55d4add62aef&mc=true&node=se20.4.677_1225&rqn=div8
- Florida Statutes Section 445.004 and 445.007: http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0445/Sections/0445.004.html

INQUIRIES: Any questions about this procedure should be directed to the Chief Executive Officer, and/or their designee.



Consent Agenda # 10

CSTB Board Governance and Leadership Policy

Background: The Governor of Florida established the state workforce development board, which is known as CareerSource Florida, to guide the state of Florida's workforce development and provide policy direction and oversight for talent development programs that are administrated by the following entities: CareerSource Florida, Department of Economic Opportunity, and Florida's 24 local workforce development boards, including CareerSource Tampa Bay's Local Workforce Development Board. The functions of the state board include but are not limited to the activities described in WIOA, Section 101(d) and Chapter 445.004, Florida Statutes.

CareerSource Tampa Bay is authorized by WIOA to oversee the design and delivery of local customized job training programs and workforce development initiatives that are unique to serving the needs of Hillsborough County. CareerSource Tampa Bay's Local Workforce Development Board functions include but are not limited to the activities outlined in WIOA, Sections 107 and 108.

Local workforce development boards will encourage discussion about key program improvements and outcomes, stressing the importance of communication within the organization. The board and its staff will understand key programmatic requirements and performance outcomes and how those data elements contribute to success.

Attached is the CSTB Board Governance and Leadership policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay Board Governance and Leadership Policy.



POLICY

SECTION: CSTB	POLICY# 020-C0070	PAGE: 1 of 3
TITLE: CSTB Board Governance and Leadership		EFFECTIVE DATE: TBD
REPLACES: N/A		DATED: N/A

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To provide explanation on the leadership and governance of CareerSource Tampa Bay's Local Workforce Development Board.

BACKGROUND: The Governor of Florida established the state workforce development board, which is known as CareerSource Florida, to guide the state of Florida's workforce development and provide policy direction and oversight for talent development programs that are administrated by the following entities: CareerSource Florida, Department of Economic Opportunity, and Florida's 24 local workforce development boards, including CareerSource Tampa Bay's Local Workforce Development Board. The functions of the state board include but are not limited to the activities described in WIOA, Section 101(d) and Chapter 445.004, Florida Statutes.

CareerSource Tampa Bay is authorized by WIOA to oversee the design and delivery of local customized job training programs and workforce development initiatives that are unique to serving the needs of Hillsborough County. CareerSource Tampa Bay's Local Workforce Development Board functions include but are not limited to the activities outlined in WIOA, Sections 107 and 108.

POLICY:

High-Performing Local Workforce Development Boards

Through this policy, the CareerSource Florida Board of Directors requires local workforce development boards to employ sound management practices and controls for the proper expenditure of funds and verification of program outcomes. Local workforce development boards shall place a strong emphasis on data-driven decisions and encourage board staff to employ proven measurements and improvement systems to evaluate performance.

Local workforce development boards will encourage discussion about key program improvements and outcomes, stressing the importance of communication within the organization. The board and its staff will understand key programmatic requirements and performance outcomes and how those data elements contribute to success.

CareerSource Tampa Bay provides its Board of Directors the following reports on a consistent basis:

- Performance Dashboard
- Internal Performance Watch Reports
- Key WIOA Performance Reports including WIOA Primary Indicators of Performance
- Internal Programmatic Monitoring Summary
- Extensive Fiscal Reports
- Committee Reports Summarizing Annual Strategic Goals
- Wagner-Peyser Demographic Infographics
- Emsi Customized Labor Market Reports

Local Workforce Development Board Leadership

The chief elected official in a local area is authorized to appoint the member of the local workforce development board in accordance with criteria established in Public Law 113-128, Section 107, the Workforce Innovation and Opportunity Act, and Chapter 445.007, Florida Statutes.

The local workforce development board shall elect a chair to direct the business of the board. The local workforce development board may designate and direct the activities of standing committees to provide information and to assist the local workforce development board in carrying out activities described in Section 107, WIOA. Such standing committees shall be chaired by members of the board and shall include other individuals appointed by the local workforce development board and who the local workforce development board determines to have appropriate experience and expertise. CSTB revised By-Laws outlines the above provisions that shall be utilized to govern the management and operation of the local workforce development board. CSTB has the following standing committees:

- Executive Committee,
- Workforce Performance Committee,
- Youth Development Committee,
- Finance Committee, and
- Human Resources Committee.

To effectively fulfill their responsibilities and expectations, local workforce development boards hire Executive Directors, Presidents, and Chief Executive Officers to carry out the board-directed programmatic, financial, and operational functions of the local workforce development board and one-stop delivery system centers.

Executive Directors, Presidents, Chief Executive Officers, Chief Operating Officers, and Chief Financial Officers who represent a local workforce development board shall not personally contract with or otherwise represent more than one local workforce development board. Under extraordinary circumstances, local workforce development boards may request approval for a temporary exception to this prohibition from the state workforce development board and the Department of Economic Opportunity.

Both local workforce development board members and staff must maintain integrity, accountability and transparency in decisions and actions that earn and protect the public trust in compliance with CareerSource Florida Ethics and Transparency Policy 2018.09.26.A.1. This includes taking necessary steps to avoid the appearance of conflicts of interest. This is further outlined in the following CSTB Policies: CSTB Board of Directors Conflict of Interest POLICY# 019-C0037 and Ethics and Transparency POLICY#018-C0014.

References:

- WIOA, Sections 107, 116, 122, and 133: <https://www.govinfo.gov/app/details/PLAW-113publ128>
- Statewide and Local Governance of the Workforce Development System Under Title 1 of the Workforce Innovation and Opportunity Act- 20 CFR Part 679: <https://www.govinfo.gov/content/pkg/CFR-2019-title20-vol4/xml/CFR-2019-title20-vol4-part679.xml>
- TEGL No. 35-10: https://wdr.doleta.gov/directives/attach/TEGL/TEGL_35-10.pdf
- Chapter 445.003-445.007, Florida Statutes: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0445/0445.html
- Chapter 112, Florida Statutes: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0112/0112.html
- Chapter 119, Florida Statutes: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/0119.html
- Chapter 286, Florida Statutes: http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0200-0299/0286/0286.html

INQUIRIES: Any questions about this procedure should be directed to the Chief Executive Officer or their designee.



Consent Agenda # 11

Disruptive Behavior Policy Revision

Background: The Disruptive Behavior policy was previously approved by the Board of Directors and was implemented with CSTB staff on June 2019.

Individuals accessing services in the CSTB facilities that have occasionally and repeatedly acted in a disruptive, unprofessional, threatening, or violent manner and/or failed to follow CSTB's Rules of Conduct of the center(s). CSTB staff and co-located partners are expected to consistently exhibit and portray a courteous and professional manner while interacting with customers. It is essential that our CSTB Centers provide a safe and secure working environment to staff, partners and customers.

Each CSTB center must follow and communicate to customers the established standards that have been outlined in this policy for addressing and handling any violations. Every new customer that enters CSTB centers will be provided with the "Rules of Use and Conduct within this CSTB Center" document to review.

The policy for handling disruptive customers addresses three categories of behavior: physical, violent or harmful behavior; disruptive behavior; and violation of center rules. Mandatory actions that must be taken in response to each of these behaviors.

Attached is the revised CSTB Disruptive Behavior policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay Disruptive Behavior Policy.



POLICY

SECTION: CSTB All Staff, DEO Staff & Partner Organizations	POLICY# 020-C0072	PAGE: 1 of 7
TITLE: CSTB Disruptive Customer Policy		EFFECTIVE DATE: 08.19.14
REPLACES:		DATED: 08.19.14, Rev.6.2019, Rev. TBD

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To establish CSTB Tampa Bay (CSTB) standard operating procedure and provide guidance on handling and addressing disruptive individuals within any of the CSTB facilities to ensure a safe, secure, professional and productive work environment for staff and all CSTB customers. This policy applies to all CSTB staff, as well as DEO staff and partner agency staff that are located within the CSTB offices, volunteers and interns.

BACKGROUND: Individuals accessing services in the CSTB facilities that have occasionally and repeatedly acted in a disruptive, unprofessional, threatening, or violent manner and/or failed to follow CSTB’s Rules of Conduct of the center(s). CSTB staff and co-located partners are expected to consistently exhibit and portray a courteous and professional manner while interacting with customers. It is essential that our CSTB Centers provide a safe and secure working environment to staff, partners and customers.

Each CSTB center must follow and communicate to customers the established standards that have been outlined in this policy for addressing and handling any violations. Every new customer that enters CSTB centers will be provided with the “Rules of Use and Conduct within this CSTB Center” document to review.

Appendix A

POLICY:

The policy for handling disruptive customers addresses three categories of behavior: physical, violent or harmful behavior; disruptive behavior; and violation of center rules. Mandatory actions that must be taken in response to each of these behaviors.

- 1. Physical, Violent, or Harmful Behavior:** Physical, violent, or harmful behavior occurs when any customer commits or threatens to commit a physical assault, brandishes or wields a weapon, destroys center or personal property or exhibits any violent behavior (e.g. kicking furniture, hitting head on wall, damaging/stealing property, etc.) that causes or threatens physical injury or the fear of physical injury to staff or customers. Aggressive behavior, engaging in loud or boisterous speech suggesting retribution or violence, or engaging in unwanted physical touching or contact with staff or customers will also be treated as violent behavior.

Violent behavior may also include threats of violence or bodily harm received by telephone or in writing. Threats can occur without physical, violent, or harmful behavior. Threats of any nature will not be tolerated by CSTB.

2. **Disruptive Behavior:** Behavior is classified as disruptive if it interferes with the normal operation of the One-Stop centers/offices making it difficult for staff to deliver, or customers to benefit from the services that are available. Examples of disruptive behavior would include individuals who are loud or argumentative or who make harassing or derogatory comments to other customers or to staff. Repeated disruptive behavior or disorderly conduct, exhibiting indecent behavior, violating an order of protection entered by local law enforcement, or hacking into or introducing a virus into One-Stop system computers may elevate the behavior to the level of violent or harmful behavior resulting in more serious penalties.
3. **Violation of Center Rules:** The “Rules of Use of Conduct within this CSTB Center” were established to ensure effective and efficient operations. Violation occurs when the guidelines outlined in “Rules of Use of Conduct within this CSTB Center”, are ignored or intentionally disregarded by a customer. Examples of behavior that fall under this category are the following but not limited to:
 - Individuals who visit non-employment and training -related sites while using the Resource Room computers
 - Individuals who overstay their time-limits on any facility equipment when other customers are waiting
 - Individuals who conduct personal business using Resource Room equipment
 - Individuals who appear to be under the influence or use of alcohol or controlled substances; and
 - Individuals who are argumentative, use profane language, exhibit loud, lewd or indecent conduct, yell at staff or other customers, throw things, harass others, including sexual harassment; etc.

Disruptive, violent, destructive, or threatening behavior or ignoring CSTB center rules will not be tolerated. Corrective actions taken with customers will be progressive, which could include a verbal warning, removal for the day, ban for specified period, or permanent ban from the CSTB facilities. Progressive corrective actions as standard actions that are taken as a result of either a violation of center rules or violent behavior where the penalties increase upon repeat occurrences. Any behavior that threatens or presents a risk to the safety of CSTB staff or customers or that disrupts the proper functioning of any daily operations will not be tolerated. Corrective action should be immediately taken. Actions can include, but are not limited to:

- Attempting to resolve the situation includes a verbal discussion with the customer;
- Notifying management/direct supervisor,
- Removing the customer from the premises (if warranted),
- Documenting the incident, and/or
- Suspending the customer from the use of CSTB center(s).

It is required that CSTB staff and partners carefully and thoroughly document in writing all incidents of three defined categories outlined above, which includes violation of center rules. CSTB must have accurate records of any customer occurrences, the actions taken by CSTB staff /partners in order to support the determination/outcome taken by CSTB.

CSTB staff and partners must document the incident in writing, they must indicate the specific behavior and conduct of the customer, the date and time of the incident, and action(s) taken by staff. If there are multiple witnesses to the occurrence, each witness should individually and independently record what he/she witnessed. This must be documented using the standard CSTB Incident/Accident Report form. **Appendix B**

Note: Verbal warnings issued to customers must also be documented at the time of the incident.

Corrective Action Summary Matrix:

Outlined below is a matrix that identifies the categories, actions and progression.

Category	Action Required	Suspension Period	Trespass Warrant Required	Incident Report Required
1. Physical, Violent or Harmful Behavior	Letter	365 days from all CSTB	Yes	Yes
2a. 1 st Disruptive Behavior Violation	Verbal Warning	None, if behavior stops	N/A	Yes
2b. 2 nd Disruptive Behavior Violation	Letter	90 days	Yes	Yes
2c. 3 rd Disruptive Behavior Violation	Letter	6 months	Yes	Yes
3a. 1 st Violation of Center Rule(s)	Verbal Warning	None	N/A	Yes
3b. 2 nd Violation of Center Rule(s)	Verbal Warning/ Letter	None	N/A	Yes
3c. 3 rd Violation of Center Rule(s)	Verbal/Letter	Removal for the day if behavior does not stop	N/A	Yes
3d. 4 th Violation of Center Rule(s)	Letter	10 business days	N/A	Yes
3e. 5 th Violation of Center Rule(s)	Letter	30 days	N/A	Yes

Tracking & Reporting

It is required that CSTB staff and partners carefully and thoroughly document in writing all incidents of the three defined categories as described in this policy. CSTB must have accurate records of any customer occurrences, the actions taken by CSTB staff /partners in order to support the determination/outcome taken by CSTB leadership.

CSTB staff will document these occurrences in the statewide databases including EmployFlorida, OSST and ATLAS as applicable based on services accessed by the customer. Partner staff will provide the CSTB Incident Report and all details to the DEO Jobs & Benefits Supervisor / Career Services Supervisor and they will ensure that this gets recorded in the appropriate systems. A detailed report will be maintained by Facilities Manager that tracks defined categories, number of incidents, restrictions of access by location, etc.

Violation of Suspension or Restriction of Access to CSTB Center(s)

If the customer attempts to gain entry to the CSTB facility during the their suspension at any CSTB location, during their suspension period, or after being permanently banned from **all** CSTB properties, the staff person or department manager should advise the customer that they cannot enter and must leave the premises. CSTB management or security guard(s) should be present when the customer is told they must leave the facility immediately.

If the customer refuses to leave, a member of CSTB management or security guard should explain that remaining on the premises while under suspension or while banned may constitute criminal trespass and, as such, the next step will be to call the police immediately. Security guard(s) should escort the customer out of the building.

If the customer continues to refuse to leave, 9-1-1 should be called and requested to remove the customer from CSTB properties. CSTB management or security guard(s) will advise the local authorities that there is currently a trespass order in effect for the customer and provide them with details, as requested.

CSTB Center Rules:

The CSTB “Rules of Use and Conduct within this CSTB Center” are outlined on Appendix A. These are prominently displayed in the CSTB Lobby, Resource Rooms and Computer Lab.

INQUIRIES: Any questions about this procedure should be directed to the COO, EEO Officer or their designee.

Appendix A

Rules of Use and Conduct within this CareerSource Tampa Bay(CSTB) Center

CSTB's policy is to provide a safe and productive environment for staff and customers so that all individuals can conduct business and receive services in CSTB centers in a professional, respectful and non- threatening manner.

Failure to comply with the following rules may result in the immediate suspension of privileges or a permanent ban from the offices of CSTB.

Use of center: This facility and equipment within the facility are here to assist you in finding a job through training, education or job search activities. This facility and equipment cannot be used for any other reasons, including running your personal business, selling any product or service, visiting internet sites not associated with job search such as Facebook, betting sites or pornographic sites, or for any other reason which is not for the purpose of finding a job.

Behavior: You must maintain a professional, courteous, and respectful attitude while participating in a CSTB center function or activity.. Being argumentative, using profane language, lewd or indecent conduct, yelling, throwing things, harassment, including sexual harassment, or other disruptive behaviors toward staff or other customers that are inappropriate and unacceptable.

CSTB has zero tolerance for violent, destructive, or threatening behavior. Examples include committing or threatening to commit a physical assault, destroying or stealing center property or personal belongings of staff or other customers, or exhibiting any violent or aggressive behavior (i.e. hitting fist on wall, brawling, etc.) that causes or threatens physical injury or the fear of physical injury to staff or other customers.

Dress and personal hygiene: You must adhere to CSTB Center Dress Code standard and wear attire appropriate for a professional work environment, including shirts, shoes, slacks, or dresses and always maintain proper hygiene.

Children: To ensure the safety of all customers and staff, children are restricted from certain public areas and/or only allowed during posted times and must always stay with an adult. Children are not allowed to play on the computers, in the offices or in the hallways. CSTB is not responsible for the welfare of any child while they are in the center.

Food/Drink: No food or drink is permitted within the Resource Room or Computer Labs.

Use of tobacco products: Tobacco products and nicotine use is prohibited within the CSTB facility.

Use of Personal Cell Phone & Electronic Devices: CSTB requires that all electronic devices be turned off or placed on silent while in the CSTB facility. If you need to use your personal cell or other electronic device, you must step outside the facility to do so.

Length of computer use: CSTB reserves the right to limit your use of the computers in the center to a maximum of two (2) hours per day. In some circumstances, when there is a line of other customers waiting to use the computers, the maximum time may be reduced to one (1) hour.

Copier and Fax Machine Use: You must limit the number of copies of resumes or other job search related material to no more than ten (10) per day and the number of faxes to no more than five (5) per day. Non job search related material may not be copied or faxed.

Resource Room Phones: The phones in the Resource Room are for customers' job search only; they are not to be used to make personal calls. The number of job search calls allowed to be made may be limited if there is a line of other customers waiting to use the phones.

Weapons: No one is allowed to openly carry any weapon or to conceal any weapon on his/her person or in his/her belongings while in this Career Center in accordance with Florida Statute 790 and our local Center Rules. Weapon is defined by law as any dirk, knife, metallic knuckles, slung shot, billie club, tear gas gun, chemical weapon or device, or other deadly weapon.”

Appendix B



Accident or Incident Report

	Date Occurred:	Time Occurred:
Specific location and room where this accident or incident occurred (include address if not one of our offices):		
Name(s) of person(s) involved (include phone number(s) and address(es) if not staff):		
Was the person(s) involved (✓ as many as required): <input type="checkbox"/> Customer <input type="checkbox"/> Partner Agency <input type="checkbox"/> Employee <input type="checkbox"/> DEO staff <input type="checkbox"/> Other, explain:		
Name, job title and department of witness(es) to the accident or incident (include phone number(s) and address(es) if not staff. If none, write "none"):		
Describe the accident or incident and how it occurred (what was the sequence of events leading to the accident or incident, who did what, specific activity(s) engaged in when accident or incident happened, etc.): <i>Attach additional sheets of paper if necessary.</i>		
What tools, equipment, machines, objects, or substances were involved, if any? Examples: file cabinet, copier toner, ceiling tiles, etc.		
Was anyone injured? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, name of person injured:
Nature of injury (cut, bruise, fracture, sprain, etc.) and part of body injured:		
Was 911 called? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, why not? _____ If yes, who called 911? What time was 911 called? What agency responded? Did the responding agency write a report? <input type="checkbox"/> Yes <input type="checkbox"/> No Attach a copy of the report if available.	If 911 was called, did the responding EMTs transport the injured person to a medical facility? <input type="checkbox"/> Yes <input type="checkbox"/> No If the EMTs did not transport, did they recommend that the injured person seek medical treatment? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unk Did the injured person say he or she was leaving the office to immediately seek medical treatment on his or her own? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Was security called if security is on site? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name of security officer responding: Was a report written by security? <input type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, attach)	
What action(s) or follow-up was taken and who authorized this action? <i>Attach additional sheets of paper if necessary.</i>		
Other relevant comments:		
Accident or incident reported by:		This report completed by:
Date:	Time:	Date:



Consent Agenda # 12

Incumbent Worker Training (IWT) Policy Revision

Background: The Incumbent Worker Training policy was previously approved by the Board of Directors and was implemented with CSTB staff on July 18, 2019.

The CEO or his designee can waive the training completion timeframe for an additional 90 day duration, based on unforeseen circumstances beyond the employer's control such as: natural disasters, national pandemic, etc. The Director of Business Services will be required to submit a written request to COO outlining the specific circumstances surrounding the nature of the request. The COO will review the request and submit to the CEO for consideration. If CEO approves the waiver all parties will be notified.

This will require a CSTB Amendment to the Contract Modification allowing the employer an additional three (3) months from the original expiration date of the Agreement.

For any changes to the IWT Budget categories, the employer will be required to complete Budget Change Request Form. This will require approval from the Chief Financial Officer of CareerSource Tampa Bay.

Attached is the revised CSTB IWT policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay IWT Policy.



Policy

SECTION: WIOA and Business Services	POLICY#018-C0015	PAGE: 1 of 11
TITLE: Incumbent Worker Training (IWT)		EFFECTIVE DATE: 7.18.19
REPLACES: N/A		DATED: Rev. TBD

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To provide guidance to CSTB WIOA and Business Services staff on administering Incumbent Worker Training program services.

BACKGROUND:

Incumbent Worker Training (IWT) is training designed to meet the needs of an employer or group of employers to retain a skilled workforce or avert layoffs, and increases both participants' and companies' competitiveness. Incumbent worker training is developed with an employer or employer association (group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment.

Workforce Innovation and Opportunity (WIOA) now allows the use (without a waiver) of local funds for Incumbent Worker Training. Under section 134(d)(4) of WIOA, local boards can use up to 20 percent of their WIOA Adult and Dislocated Worker funds to provide for the federal share of the cost of providing IWT such training services. LWDBs cannot use IWT funds for administrative activities such as office supplies. Incumbent Worker training needs to take into account the following factors:

- The characteristics of the participants in the program;
- The relationship of the training to the competitiveness of a participant and the employer; and
- Other factors the State or local boards may determine appropriate (e.g., the number of employees participating in the training, wage and benefit levels of those employees (both pre- and post-participation earnings), and the existence of other training and advancement opportunities provided by the employer).

Employers are required to pay for a significant cost of the training for those participants in incumbent worker training; this can be done through both cash and/or in-kind payments. The

wages paid to participants, while in training, may be considered as a source of matching funds. Rules for matching funds are provided in the Uniform Guidance and DOL exceptions at 2 CFR 200.306 and 2 CFR 2900.8, respectively. Under section 134(d)(4)(D) of WIOA, the minimum amount of employer share in the Incumbent Worker Training depends on the size of the employer:

Employer non-Federal Contribution -% of Cost	Employers/ # of Employees
At least 10 percent	Employers with 50 or fewer employees
At least 25 percent	Employers with 51 to 100 employees
At least 50 percent	Employers with more than 100 employees

The non-federal share provided by an employer participating in the program may include the amount of wages paid by the employer to a worker while the worker is attending a training program under IWT. The employer may provide the share in cash or in kind, fairly evaluated.

The Florida Legislature has established a statutory commitment to provide incumbent worker training for the purpose of assisting with the continuing education and training needs of existing Florida business. CSTB’s IWT Policy meets all of the requirements outlined in the CareerSource Florida Administrative Policy – FG- OSPA Employed and Incumbent Worker Training 89 revised 1.11.16 and the CareerSource Florida Work-Based Training policy #100 dated 6.11.19.

PROCEDURE:

The Incumbent Worker Training (IWT) Program, funded by the federal Workforce Innovation and Opportunity Act (WIOA) is administered by the CareerSource Tampa Bay (CSTB) Business Services Department. The IWT Program was created for the purpose of providing grant funding for continuing education and training of incumbent employees at existing Florida businesses. The program will provide reimbursement grants to businesses that pay for preapproved, direct, training related costs.

Incumbent Worker training provides both workers and employers with the opportunity to build and maintain a quality workforce. Incumbent Worker training can be used to help avert potential layoffs of employees, or to increase the skill levels of employees so they can be promoted within the company and create backfill opportunities for the employers. Such training is meant to assist with expansion, new technology, retooling, new services/product lines, and/or new organizational structuring, or to be used as part of a layoff aversion strategy. As a result, IWT is not intended to fund the periodic safety and refresher courses necessary for a business to continue to operate (i.e. First Aid, CPR, and hazardous material handling training and Occupational Safety and Health Administration OSHA certifications) or the occupational training a new hire would need.

The program will help established Hillsborough County businesses upgrade the skills of their current employees which provides enormous benefits to include:

For employers:

- Increased Competitiveness
- Skilled Workforce
- Increased Productivity
- Increased Profits
- Company Growth
- Reduced Turnover

For employees:

- Advancement Opportunities
- Increased Job Opportunities
- Industry Recognized Credentials
- Job Retention
- Transportable/Transferrable Skills

CSTB must work with employer to identify skill gaps in their workers and develop a strategy to effectively engage the workers in a training that will provide the knowledge needed to increase competitiveness of the employees and/or employers. CSTB must determine an employer's eligibility for participating in IWT based on the following factors which help to evaluate whether training would increase competitiveness of the employees and/or employers:

- a) The characteristics of the individuals employees
- b) The relationship of the training to the competitiveness of the individual and employer;
- c) Other factors the Local Workforce Development Board (LWDB) may determine appropriate, which may include but not limited to:
 - a. The number of employees identified to participate in the training;
 - b. The employees' advancement opportunity, along with wages and benefits (both pre- and post- training earnings);
 - c. The availability of other training and advancement opportunities provided by the employer;
 - d. Credentials and skills gained as a result of training;
 - e. Layoffs averted as a result of training;
 - f. Utilization as part of a larger sector and/or career pathway strategy; and
 - g. Employer size.

For an employer to receive IWT funds, CSTB must ensure that individuals who receive training:

1. Are at least 18 years of age
2. Are a Hillsborough County resident employed with a business whose physical location is in Hillsborough County;
3. Meet the Fair Labor Standards Act (FLSA) requirements for an employer-employee relationship
4. At least one employee of the applicant business and/or a person working for the business as a staffing agency employee, working at least 37.5 hours per week and receives a W2;
5. Are a citizen of the United States or a non-citizen whose status permits employment in the United States;
6. Have established employment history with the employer for six months or more. Pursuant to Training and Employment Guidance Letter 19-16, there is one exception to the six-month requirement; which is in the event that the incumbent

worker training is being provided to a cohort of employees, not every employee in the cohort must have an established employment history with the employer for six months or more as long as a majority of those employees being trained meet the employment history requirement.

Incumbent Worker Participant Eligibility

Participants in IWT are not required to meet WIOA eligibility criteria or priority of service unless they are also enrolled as a participant in the WIOA Adult or Dislocated Worker program. CSTB must record participant demographic information in EmployFlorida (EF) such as: SSN, age, citizenship/right to work, and compliance with the Selective Service registration requirements as this information must be reported to United States Department of Labor USDOL.

Additionally, IWT participants are subject to selection for the WIOA federally mandated data validation. Therefore, all eligibility documentation requirements apply to incumbent workers.

Company Eligibility

Companies applying for an IWT grant must meet the following criteria:

- Be a “for-profit” company in the Hillsborough County
 - Generally, IWT should be provided to private sector employers; however, there may be instances where non-profit and local government entities may be recipients of IWT funds. For example, IWT may be used in the health care industry where hospitals are operated by non-profit or local government entities and a nursing upskilling opportunity is available.
- In operation for a minimum of one (1) year prior to the application date (as verified on sunbiz.org)
- Provide a description of how the training is related to the competitiveness of both the business and the employee receiving training.
 - Businesses in a qualified targeted industry
- Demonstrate a commitment to retain or avert the layoff of employees receiving training.
 - Demonstrate financial viability by providing FEIN and W9
- Have at least one full-time employee (must be Hillsborough Resident AND W-2 employee). For a sole-proprietor where the business owner is the only employee, the sole- proprietor may be considered as the full-time employee.
- Have not received an IWT award in the previous or current program year.
- Have not received CareerSource Florida IWT funds in the current year for the same type of training or for different employees being requested as this would be a duplication of services.
- Identify the receipt of local, state or federal training funds through CareerSource Florida or other funders must be disclosed. Organizations receiving training cannot use grant funds to subsidize other training and/or cover the same training.

The following businesses are not eligible to apply for funds under this program:

- Entities whose administrations are comprised only of volunteers
- Workforce Development Boards and their administrative entities
- Labor unions
- Businesses that received an IWT award in the current or previous program year

Available Funding & Maximum Award Amounts

IWT applications are reviewed on a first-come/first served basis until available funding has been awarded. Funding allocations will vary each Program Year. A notification will be posted on www.careersourcetampabay.com when funds are no longer available.

The maximum amount is \$50,000 per grant per company. Additionally, the cost per trainee cannot exceed \$3,500. Companies may only apply for one IWT grant during a program year (July 1 – June 30th).

Training Services

The IWT Program provides flexibility regarding the type(s) of training and the training provider(s). Based upon the needs of the company and their overall workforce development needs, the company chooses its own training and training provider.

More specifically, the training can be:	The following are examples of trainings that cannot be funded:
<ul style="list-style-type: none"> • provided by Florida’s public or private educational institution, a <i>private training company</i> or <i>private instructor</i>*, a company employee, or a combination of training providers • at the company’s facility, at the training provider’s facility, online or remotely, or a combination of sites • occupational skills training designed to meet the special requirements of a business or Industry professional development (i.e., leadership training) • training in strategies to improve efficiency of business operations • technical/hard skills training such as computer software training 	<ul style="list-style-type: none"> • CPR and First Aid • Hazardous material handling training, Occupational Safety and Health Administration OSHA certifications • New hire orientation • Diversity and Sexual Harassment • English as a Second Language • Degree programs • Workplace literacy or soft skills • Training that takes places where food and/or beverages are included • Training that includes the purchase of equipment (such as iPads or other equipment/supplies/devices that can be used outside of training) in the cost of the training

** Private training companies, institutions and instructors may be utilized upon a review that includes, but is not limited to, accreditation and licensure and prior approval by CareerSource Tampa Bay. The training provider’s website address and instructor’s resumes must be provided.*

Costs

Reimbursable Training Expenses	Non-Reimbursable Costs
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<ul style="list-style-type: none"> • <i>With proper documentation, the following direct training costs/expenses are reimbursable through the IWT grant:</i> 	
<ul style="list-style-type: none"> • Tuition/Training/Course Cost • Instructors' Wages capped at: <ul style="list-style-type: none"> • \$35/hour for company employees delivering the training, • \$200/instructor hour for vendor training • Other Costs: (limited to copies or slides at \$.03 per copy, training DVD's or tapes) • Textbooks/Manuals: (limited to course content only – no certification or exam preparation materials, capped at \$100/textbook and/or manual) • Curriculum Development: (limited to two hours for every one hour of training) The majority of the grant amount will be dedicated to the actual training. No more than 25 percent of the entire grant will be allowed for curriculum development. 	<ul style="list-style-type: none"> • Compensation or consultant fees not directly related to the provision of training • Costs incurred prior to the signing of the contract • Capital improvements • Travel • Training equipment • Food • Membership fees/dues • Conferences • Test/Exam Fees • Company web site design and development, web site hosting, and maintenance, software upgrade, advice on computer selection for purchase and upgrade • Purchase of any item or service that may be used outside of the training project (including computer equipment and non-training related software) • Costs incurred prior to CSTB's approval of the IWT application/agreement

Reimbursement Rate and Process

Adequate documentation of the training is required for all expenses incurred and paid. ***Businesses must provide the required documentation for reimbursement based on the % of costs outlined in the table on page 2, i.e. instructor's wages/tuition, curriculum development, and textbooks and manuals.*** *Please note that if the instructor is a business employee, the business will be required to provide a minimum of 50 percent of the \$35/hour cap.

Application Process

The IWT Program Application must be completed online (emailed, mailed or faxed applications will not be accepted). The online application is the only document that may be utilized to apply for the IWT grant.

Employers are strongly encouraged to submit their IWT application a minimum of 30 business days prior to the desired start date of training. Failure to submit the IWT application within 30 business days prior to the desired start date of training may cause valuable training to be missed. Submittal within this timeframe doesn't guarantee approval of the IWT Application.

Funding Criteria

The application along with supporting documentation will be reviewed by the IWT staff to ensure that:

1. The IWT application is complete and required supporting documents have been submitted (as outlined in the checklist). *Please note that incomplete IWT applications (those missing required information and documentation) will not be processed until all required information is received.*
2. The proposed training is reimbursable training.
3. The program objectives and outcomes (avert layoffs, retain trained employees, increase competitiveness of business and trained employees achieve certifications, create new jobs, develop transferable skills, increase profitability, etc.) are clearly stated.
4. The application clearly describes the training to be delivered and clearly states the training objectives noted above.

Notification of IWT Grant

Once the application has been reviewed, an email will be sent to the company contact listed in the IWT Application advising of the pre-approval, and the pre-approved grant amount.

Grant Contract

Within a few weeks of the grant approval, the contract between CareerSource Tampa Bay and the employer will be prepared and sent electronically. The contract will then be returned via email to CareerSource Tampa Bay designated IWT staff. Once received, CSTB staff will review and execute the contract. The executed contract will then be emailed to the company.

No training can occur and no reimbursements will be made until the contract is fully executed and participant eligibility is fully documented. Training which began prior to the execution of the IWT Training contract cannot be reimbursed.

All grant projects shall be performance based with specific measurable performance outcomes – including the completion of the training project and number of employees trained.

Contract Terms

The contract will set forth all processes and expectations for administering, implementing and completing the IWT training. If the contract is not executed within the 30-day time frame, the grant award becomes null and void unless permission is granted by the CEO or his/her designee.

Length of Contract

Training must be completed within 6 months from the date of approval. From there, the company will have 45 days to submit final reimbursement requests for training completed during the contract period.

Extensions

There is no provision in the contract for extensions. A business is expected to have carefully assessed its training needs so that it will apply only for funds needed for training that can be completed in a six (6) month period.

Reporting Requirements

- **Training Progress Reporting:** The IWT program staff expects to have ongoing communication with businesses regarding the progress of training. If training is occurring this is sufficient. However, if no training has occurred, then on a monthly basis, businesses are expected to have some form of communication with IWT program staff, which may include course substitution requests, e-mails or phone calls. If no communication has occurred, the Business Services IWT designated staff will reach out to the company contact to inquire regarding the status of the training project.
- **3-Month Status Report:** Businesses are required to submit a 3-month status report regarding their usage of funds and training plans for the remainder of the grant period. Failure to submit this report to the Business Service IWT designated staff on or before the 3-month mark may render the contract null and void. The IWT staff will advise of the specific requirements of this report, to include content, time frame, and other matters with information to be included with a copy of the executed contract.
- **Final Training Evaluation:** At the completion of the grant, a final report on the training is due no later than 45 days from the end of training. The final training evaluation will be included with the reimbursement instructions. Once this is received, the final reimbursement will be released. (Businesses will also need to keep accurate records of the project's implementation process to certify that all information provided for the purpose of requesting reimbursements and reporting training activity is accurate and true for a period of at least five (5) years.)

Trainee Information

In addition to the reporting requirements listed above, there are specific reporting requirements regarding the individual employees who have received training.

The information, at a minimum, will include:

- Legal Name of Trainee
- Social Security Number
- Verification of Citizenship Status/Authorization to Work
- Age
- Selective Service Registration Status
- Hourly Wage
- Date of Hire

Employer Reporting Requirements

Throughout training, the business must provide and maintain sufficient documentation of outcomes of training including:

Title and a description of training	Number of employees who earned a promotion
Type and a description of the credential(s)	Number of new jobs created
Number of employees who completed the training program	Number of existing jobs saved
Number of employees who earned a credential	Layoff or closure
Dates of training	Other outcomes
Number of employees who earned a wage increase	

As outlined above the employer is required to submit program reports at various intervals throughout the program and a final program report within 45 days of the training Actual End Date. The information listed above will be required for submission of these reports and data entry, and may be needed for any additional reporting required by CSTB.

The final payment for expenditures incurred as a result of the IWT program must be withheld until the Final program Report is submitted and all documentation of performance criteria specified in the agreement have been received.

Substitution Requests

The business is expected to assess its immediate training needs and apply only for funds needed to meet those needs within a 6-month time frame. The application is approved based on the training outlined in the proposal. If the approved training needs change, a substitution can be requested on the provided form to change the course or the training provider. There is a maximum of two substitution requests per lifetime of the grant. The IWT staff will evaluate the request and the business will be notified via email of the approval or denial of the substitution. Please note for any substitution requests being made the training cannot start prior to the authorization of substitution by CareerSource Tampa Bay IWT program staff.

Reimbursement Process

Businesses may request reimbursement at the end of each training program or hold until the end of all training programs during the 6-month period/training contract. Reimbursements will be made in direct correlation with the business's training progress. The percent of funds reimbursed must stay equal to or less than the percent of trainees that have been trained to date. All reimbursement must be submitted within 45 days of the contract end date. Reimbursement requests received after the 45-day cutoff will not be processed as they are considered null.

Invoicing and Payment

Business Service IWT program staff will track the completion of IWT trainings and work directly with employers to ensure that required IWT reimbursement forms and supporting documentation is submitted timely for processing.

Monitoring

Monitoring and evaluation of the IWT program plays a critical role in insuring that the goals of the IWT are achieved. Any IWT Agreement deviations noted should be dealt with promptly, either with a corrective action plan or by suspension or termination of the agreement if serious violations have occurred. All visits to the business should be documented in the business EF account file and electronic file. The entry should identify when the visit was made, what was observed, who was interviewed, a synopsis of the content of the conversation, and any items of concern that need to be addressed.

Additional programmatic monitoring will be conducted throughout the PY by our internal Program Monitor under the direction of our Director of MIS and Data. Financial monitoring will be handled by our Director of Fiscal Compliance.

Participating employers must agree to cooperate with monitoring efforts by the US Department of Labor, state Department of Economic Opportunity and Career Source Tampa Bay. Employers must also adhere to all other applicable local, state and federal rules and regulations.

Modifications

Modifications to the IWT contract may be needed. The Business Services IWT staff would be required to submit a CSTB Agreement Modification IWT Agreement and specify the purpose of the modification, total training hours and maximum reimbursement. This requires the CSTB CEO or designee signature approval before any agreement modifications can be fully executed.

- The Chief Executive Officer, Chief Operating Officer and designee are hereby authorized to execute IWT Agreements.
- If necessary during the IWT process, CSTB will accept electronically submitted scanned or faxed documents with signatures of the representatives that have legal authority to contract and bind the respective organization in their capacity as a signatory official.

Waivers

The CEO or his designee can waive the training completion timeframe for an additional 90 day duration, based on unforeseen circumstances beyond the employer's control such as: natural disasters, national pandemic, etc. The Director of Business Services will be required to submit a written request to COO outlining the specific circumstances surrounding the nature of the request. The COO will review the request and submit to the CEO for consideration. If CEO approves the waiver all parties will be notified.

This will require a CSTB Amendment to the Contract Modification allowing the employer an additional three (3) months from the original expiration date of the Agreement.

For any changes to the IWT Budget categories, the employer will be required to complete Budget Change Request Form. This will require approval from the Chief Financial Officer of CareerSource Tampa Bay.

Authority

- Workforce Innovation and Opportunity Act, Title I, Public L. No 113-128 Section 134(d)(4)
- Workforce Innovation and Opportunity Action: Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions, Vo. 80, No. 73 Fed. Reg., 20573 (proposed April 16, 2015) (to be codified at 20 C.F.R. pts. 680.780, 680.790, 680.800, 680.810, 680.820, 682.210(b) and 682.320(b)(3).
- TEGL 3-15 Guidance on Services Provided through the Adult and Dislocated Worker Program under the Workforce Innovation and Opportunity Act (WIOA) and Wagner Peyser, as Amended by WIOA, Guidance for Transition to WIOA Services
- Uniform Guidance and DOL exceptions at 2 CFR 200.306 and 2 CFR 2900.8

INQUIRIES: Any questions about this policy should be directed to the Chief Operating Officer or Director of Business Services.



Consent Agenda # 13

Work Based Training Program (OJT) Policy Revision

Background: The On-the-Job Training policy was previously approved by the Board of Directors and was implemented with CSTB staff on July 18, 2019.

CSTB may receive federal, state and local grant awards that may not be subject to the requirements outlined above. Those awards will be governed by the rules and guidelines set forth as defined in the grant document(s). Desk guide(s) or other internal documents will be established to outline the processes specific to the award(s).

Attached is the revised CSTB OJT policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay OJT Policy.



Policy

SECTION: WIOA, WTP and Business Services	POLICY#018-C0011	PAGE: 1 of 13
TITLE: On-the-Job Training (OJT)		EFFECTIVE DATE: 7.18.19
REPLACES: OJT Policy 2.21.2014, 3.2019		DATED: N/A; Revised 7.18.19, Rev. TBD

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To provide guidance to CSTB WIOA, WTP and Business Services staff on administering On-the-Job Training program services.

BACKGROUND: On-the-Job Training (OJT) is a work-based training that provides WIOA eligible participants occupational skills essential to the performance of a specific job.

OJT addresses critical workforce needs, enhances skills of eligible participants and aids eligible employers in attaining qualified, skilled workforce with competencies needed to meet employer’s needs. OJT is an “earn and learn” employment model where eligible participants may upgrade, retool and increase employability skills. OJT is most appropriate for adults and dislocated workers in need of new employer-based skills, and individuals with barriers to employment including, but not limited to, unemployed workers, underemployed workers, and out-of-school-youth. Individuals must meet WIOA eligibility criteria to participate in OJT programs.

OJT is one of the allowable program activities authorized by the Workforce Innovation and Opportunity Act (WIOA) as established in WIOA section 134(c)(3)(D) and the Welfare Transition program (WTP).

On-the-Job Training is defined as training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- (a) Provides knowledge or skills essential to the full adequate performance of the job;
- b) Is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in WIOA Section 134(c)(3)(H), (see note below) for the extraordinary costs of providing the training and additional supervision related to the training; and
- (c) Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

OJT is conducted by public, private not-for-profit and private for-profit businesses. It occurs while an individual is engaged in productive work learning the skills and information necessary for full and adequate performance on the job.

The two unique features of the OJT program are:

1. The individual begins training as a new employee.
2. The individual receives training at the workplace, under appropriate supervision, thus acquiring occupational skills and knowledge in an “on-the-job” training environment.

An OJT agreement is appropriate for businesses who have difficulty filling their skilled labor force needs with qualified, experienced workers, or who want to upgrade their current workforce. Businesses may use an OJT in these instances by training eligible WIOA or WTP customers. Reimbursement is provided to the business to pay for the extraordinary costs of such training because these costs exceed the expenses normally incurred in training individuals normally hired for the position.

Despite the benefits to businesses who participate as an OJT business, the focus of the OJT program is on the individual. OJT is designed to provide an opportunity for WIOA/WTP eligible individuals to receive the training necessary to acquire skills and knowledge that will enable them to maintain unsubsidized employment and/or job advancement.

PROCEDURE:

The OJT Program is sponsored and administered by CareerSource Tampa Bay (CSTB) Business Services department. The service is designed to assist businesses with the training and employment needs of their workforce meeting specific guidelines so that the business and employee can maintain a competitive edge in the marketplace. OJT is eligible to businesses that meet the eligibility criteria in this policy that hire a WIOA/WTP eligible participant from Hillsborough County.

Participant Eligibility

On-the-Job Training (OJT) may be provided to eligible WIOA Adult, Dislocated Worker or Youth participants who are assessed and found to be in need of and suitable for training services in order to obtain or retain employment that leads to self-sufficiency. CSTB defines the initial assessment to include both informal and structured assessments conducted by the WIOA Program Recruiter. CSTB offers a variety of online career assessments including: My Next Move, My Skills My Future, Career Scope and additional assessments deemed appropriate. These assessments measure the job seeker’s career interests and aptitude, identify transferrable skills and provide career guidance that is essential for the job seekers transition to employment or reemployment.

The participants must demonstrate a need for training as recorded on the Career Plan. OJT may also be provided to eligible Welfare Transition program participants who are deemed appropriate candidates for consideration.

Suitability is established when an OJT opportunity aligns with a customer’s existing skill set or educational background and the customer is deemed to have the core competencies to be successful in the position and likely to attend and complete all training based on current needs and barriers.

Employers will have the final selection authority for individuals to be hired. All participants must meet certain WIOA eligibility criteria before training can begin. Only those individuals who meet the

eligibility requirements for individual career services, who have received an assessment and for whom a career plan has been developed may be considered for OJT.

Consideration should be given to the skill requirements of the occupation, academic and occupational skill level of the participant, prior work experience, and the participant's Career Plan. The results of the objective assessment, as documented on the individual's Career Plan, must indicate that the participant is in need of, and can benefit from, the activity of OJT. The Career Plan and application must capture the past work history of the applicant from the official file, assess the test results, capture additional information from the applicant about past work experience, volunteer experience, and identify strengths and weaknesses of the applicant. The OJT Training Outline must include documentation as to the new skills to be acquired during training and how skill gap deficiencies will be overcome with the training.

There are occasions when a WIOA/WTP participant may participate in multiple OJT Agreements if the first Agreement should fail at no fault of the applicant. The provisions outlined below should apply:

1. The new Agreement with a different business is for upgraded skills or a different position but related to the first position in terms of career path and skills.
2. The approved training hours for the second OJT agreement will be re-evaluated based on the training received in the first OJT agreement (commensurate with experience learned in the previous OJT agreement).
3. No applicants shall participate in more than two (2) OJT agreements unless plant closures or layoffs occur that are out of the control of the applicant and occur in progression. Any additional agreements must be approved by the CEO, COO or designee.

Business Eligibility

The hiring and training may begin after the OJT Work-Based Training Onsite Assessment form has been completed and the OJT Employer Agreement has been signed by all the parties. The Business Services Account Executive completes these documents with the employer.

The participant becomes an employee of the company on the day the OJT begins. Staff should give careful consideration when selecting a suitable employer for OJT. General business practices in terms of working conditions (safety, health), the availability of health benefits, sustainable wage structure, turnover rates, adequate staff and equipment to carry out the training, and whether the employer is in compliance with federal, state and local laws are factors to consider while completing the OJT Work-Based Training Onsite Assessment form.

When considering an employer to participate as an OJT worksite, staff should carefully review and determine the nature of the employment to ensure the employment is on-going and not temporary, probationary or intermittent employment.

Prior to entering into an agreement for OJT services with a business, the CSTB Business Services staff shall ensure that the business is eligible.

Businesses that meet the following criteria are considered eligible and may, subject to available funding, enter into an OJT agreement:

1. Physical company is located in Hillsborough County;
2. Business must legally have operated at current location for at least 120 days.

3. Hold valid business tax receipt (formally an occupational license) and/or zoning permit; (google search and printout included)
4. Active business as verified by Florida Department of State Division of Corporations (www.sunbiz.org) and provide W-9.
5. Hasn't experienced any layoffs in the past six months verified by DEO WARN site (<http://www.floridajobs.org/office-directory/division-of-workforce-services/workforce-programs/reemployment-and-emergency-assistance-coordination-team-react/warn-notices>)
6. Maintains Workers Compensation Insurance (if applicable);
7. OJT position requested is on the R15 Targeted Occupation List (TOL).
8. Must develop a detailed OJT Training Plan Outline that identifies the specific occupation, job specific skills that will be learned and estimated time required for each skill.
9. Agrees to routine monitoring and communication with the CSTB Business Services Staff regarding the progress of the program participant relating to the OJT Training Plan, progress reports, midpoint in training and completion of the OJT to capture measurable skills gained during participation.
10. Commit to hiring and retaining customers who successfully complete their training program.

Demand for Occupation in Labor Market

OJT must be for training in occupations that are in demand in the local area and listed on the regional Targeted Occupational List (TOL). OJTs that occur in small businesses where the OJT training covers a relatively broad range of functions that draw from several occupations are generally considered as a unique occupation for labor market demand purposes. With these unique occupations, the fact that an opening exists for the occupation at the business presupposes the existence of a demand for the occupation. Any OJTs for positions not on the TOL must be approved by the CEO, COO or designee.

Occupation Eligibility

All OJTs must be for occupations that are in demand in the local area and are appropriate for the program. Occupations not suitable for OJT:

- Less than part-time
- Principle source of income is tips, commissions or piecework;
- Intermittent or seasonal in nature;
- Shown as in decline on the Hillsborough County Demand/Decline List.

PROHIBITIONS

1. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
2. OJT agreements shall not be written for part-time employment. Proof of full-time employment shall be established and documented by the business. Whether the participant is categorized as full-time

shall be verified by the CSTB Business Services staff. CSTB Business Services staff may submit a written request to the CSTB CEO or designee for an exception to this rule prior to execution of an OJT agreement.

4. The CSTB shall not enter into agreement with a business who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

5. No officer, employee, agent, or representative of the Business or CSTB may charge a participant a fee for the placement or referral of such individuals in or to a training funded under an OJT agreement or amendments thereof.

6. A participant in a program or activity authorized under title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

7. An OJT funded agreement must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the agreement is initiated.

8. An OJT participant may not be employed in or assigned to a job if: a. Any other individual is on layoff from the same or any substantially equivalent job; b. The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the OJT participant; or c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

9. OJT funds shall not be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.

10. OJT funds may not be used to directly or indirectly assist, promote or deter union organizing.

11. OJT participants shall not be placed in a home-based business.

12. OJT funds shall not be used to encourage or induce a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.

13. OJT funds cannot be utilized to pay for the following:

- Paid or unpaid holidays
- Sick leave
- Vacation
- Overtime hours
- Fringe benefits; and/or
- Training related supplies and/or equipment
- Work performed outside of the OJT contract.

Duration and Rationale of OJT Training

An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. Traditionally, OJT is limited to a maximum of six

(6) months or 1,040 hours. The length of the training, which will be determined by CSTB Business Services staff, should take into consideration the amount of time required for a participant to become proficient in the occupation for which training is being provided (skill requirements of the occupation, the academic and/or occupational skill level of the participant, and prior work experience). The length of the OJT will be documented in the OJT contract with the employer and the participant's individual career plan.

The rationale for the length of the training should take into consideration the following:

1. amount of time required for a participant to become proficient in the occupation for which training is being provided
2. skill gaps that exist
3. skill requirements of the occupation
4. the academic and/or occupational skill level of the participant
5. prior work experience of the participant
6. barriers to employment
7. any disability and need for reasonable accommodations; and,
8. the availability of programmatic funding.

Staff will also consider results attained from assessments as well as referencing additional materials such as O*Net (<https://www.onetonline.org/find/>) which list a Specific Vocational Preparation (SVP) Code. SVP Codes should be used as the baseline for duration determination. The baseline hours listed should not prohibit on-the-job training agreement durations and may be adjusted depending on the individual's skills gap. The chart below is to be used as a baseline reference.

SVP Code	Level Time Explanation	Estimated Hours
1	Short demonstration only	160
2	Anything beyond short demonstration up to and including 1 month	240
3	Over 1 month up to and including 3 months	320
4	Over 3 months and including 6 months	500
5	Over 6 months and including 1 year	640
6	Over 1 year up to and including 2 years	800
7	Over 2 years up to and including 4 years	960
8	Over 4 years up to 10 years	1040

Skills Gap Analysis (SGA) / OJT Training Plan Development

Following the execution of the OJT Employer Agreement, an individualized OJT Training Plan must be developed for the acquisition of skills that the trainee does not already possess. The plan is a formal and written program of a structured job training, which will provide participants with an orderly combination of instruction in observable, and measurable job-ready skills, general employment

competencies and occupational skills that will enable the participant to work towards self-sufficiency. The OJT Training Plan must be agreed upon and signed by the employer and CSTB. The customer and CSTB staff sign off on the IEP/Career Plan documenting provision of OJT service.

An analysis of the trainee's prior work history, transferrable work skills and the job skills gained must be compared to the job skills/job description the employer requires in the OJT occupation. The resulting gap in skills will be the basis for the development of the OJT Training Plan. Each skill description should be concise and the individual tasks should be measurable and observable. The specific types and sources of information used to identify the scope of the skills gap must be included in the participant's case file.

OJT Contract Requirements

CSTB's OJT contract meets all of the requirements outlined in the CareerSource Florida Administrative Policy – OJT.

Reimbursement:

Participating businesses will receive a fifty percent (50%) reimbursement for eligible OJT participants. In accordance with CareerSource Florida Administrative Policy on OJT LWDB's may increase the reimbursement rate for OJT up to 75% for OJT contracts when the following factors have been evaluated:

1. The characteristics of the participants;
2. The size of the employer, with an emphasis on small businesses; and
3. The quality of employer- provided training and advancement opportunities, e.g. the OJT contract is for an in-demand occupation that leads to an industry-recognized credential.

A 75% reimbursement rate will be established when a business enters into an OJT agreement where the employer has 50 or less employees.

All training assistance awards are based on eligibility and available funding as well as:

- agree to enter into an OJT Agreement;
- agree to provide on-the-job skills training for the new employee(s) selected, and
- agree to retain the employees(s) upon successful completion of training.

Conflict of Interest

1. The CSTB will not favor a referral from and/or to a Board member of the CSTB over another business in the community. OJT placements shall be made based upon what will be most beneficial to the participant.
2. The CSTB CEO/COO shall be notified whenever the OJT Agreement is connected to a CSTB Board member or employee.
3. CSTB are prohibited from recommending an agreement or making OJT referrals to businesses who are members of their immediate family or members of families of other CSTB staff.
4. The contracted OJT business shall not hire a participant who is a relative (member of the family) of the business. Relative is defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law,

brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. (Section 112.3135, Florida Statutes).

5. No participant is placed in an OJT where a member of that person's immediate family is directly supervised by or directly supervises the participant. Family means two or more persons related by blood, marriage, or decree of court, who are living in a single residence, and are included in one or more of the following categories:
 - a. A married couple and dependent children;
 - b. A parent or guardian and dependent children; or
 - c. A married couple.

Reverse Referrals

In very limited circumstances OJT initiated through "reverse referral" may be permitted. Reverse referral occurs when an individual is referred to CSTB from a prospective employer (under either formal or informal agreement) for assessment as to whether the individual meets the employer's hiring requirements for a specific position. Employers must not make or have made a hiring decision prior to the participant becoming eligible for the OJT program through CSTB. Development of an OJT for an individual referred by the employer may be permitted only when:

1. the individual progresses through the intake process as with any other CSTB customer and meets all WIOA eligibility and suitability requirements;
2. the completed individual career plan/service strategy indicates training is necessary for the individual to perform the work associated with the position for which the employer has an opening;
3. justification for WIOA training services outlines OJT is most appropriate, needed and identifies participant skill gap analysis;
4. the employer meets all the eligibility criteria outlined in this policy; and
5. the employer has not made a hiring decision prior to the individual referral to CSTB (if so, OJT cannot occur)
6. the employer provides assurance that the individual has not previously been employed by the employer in the same or similar position.

A reverse referral is when the business has identified someone they would like to hire but the individual has demonstrated skills deficiency related to the position's requirements. A business may refer a job applicant to CSTB for potential OJT enrollment. In the case of reverse referrals, the candidate must schedule an eligibility determination and assessment appointment with CSTB and must be eligible for WIOA as a dislocated worker or adult. CSTB must utilize normal eligibility assessment and enrollment procedures. Participant's eligibility must be determined prior to employment; no pre-hires or period of employment prior to the execution of an OJT agreement and participant training plan are acceptable.

Individual Employment Plan (IEP)

CSTB must develop an individual service strategy for each participant. A service strategy is a document created jointly by the participant and case manager, and is based on career planning and the results of the objective assessment. The service strategy includes a summary of the jobseeker's strengths, barriers, services needed, education and employment goals, and services provided. The IEP will be updated during a one-on-one appointment between the trainee and a CSTB Career Specialist. This process will also define the short and long term goals of the work experience opportunity as well as future employment plans of the trainee. The trainee's IEP must identify their internship/work experience field of training while outlining goals and objectives with defined timelines and projected completion dates.

When selecting work-based training for a participant, the WIOA Career Specialist must include the following in the service strategy:

1. A determination that a work-based training activity is appropriate to meet the participant's needs;
2. The specific work-based training most appropriate for the participant based on an assessment of the participant's needs, skill set, and other characteristics necessary to determine the best activity for the participant;
3. The specific short and long-term goals for the work-based training activity, by identifying the purpose of the activity and outcomes expected;
4. The employer with whom the activity will be done and other information relevant to the work-based training activities;
5. Responsibilities of the CSTB, employer and participant; and
6. Other activities necessary to support the work-based training activity.

Worksite Agreement

OJT activities require a Worksite Agreement in the customer file. The Worksite Agreement will establish the parameters wherein a customer will gain the job-readiness skills necessary to obtain unsubsidized employment, and must be secured prior to the participant beginning their OJT assignment.

Each employer participating in work-based training must develop a CSTB OJT Agreement. The worksite agreement must include:

1. A job description and/or training outline
2. Contact information for the supervisor
3. Record-keeping and payroll information,
4. Process to monitor the participant's worksite activities and ensure adherence to the records retention requirements, as applicable.
5. Worksite agreements for work-based training. For agreements with a staffing agency, the worksite agreements must include signatures of both the worksite employer and the staffing agency.

CSTB will maintain information on each job placement in the form of an agreement signed by all parties. Each employer partner will receive a copy of the fully executed OJT agreement.

Work-Based Training Employ Florida Service Codes

Each work-based training activity is assigned a unique service code in Employ Florida service codes identified and described in the Employ Florida Service Code Guide. CSTB must assign the appropriate code to each individual engaged in a work-based training activity. The details of the work-based OJT activity must be included in the service strategy.

Recording of Worksite, Provider and O*Net Code Information

When a participant is enrolled into a work-based training activity, staff must record in Employ Florida, the address and location of the worksite where the participant will work. For OJT, the worksite is the same as the employer and the actual location where the participant will report for work. When a participant is enrolled in a work-based training activity, the provider and O*Net Code for the occupation in which the participant will engage or receive training must be entered into Employ Florida as part of the enrollment process.

Trainee Skill Evaluation

On a monthly basis, the trainee's acquisition of the required occupational skills on the Training Plan will be evaluated by the employer/supervisor using the OJT Training Monthly Progress Report. This is an opportunity for the employer/supervisor and the trainee to interact and review the skills progress made during the review period. The OJT Training Monthly Progress Report will also be used at the conclusion of training to document the mastery of the required skills. This will be utilized to document Measurable Skills Gained for WIOA program participants as it outlines the validation of skills and competency attainment for participants.

The trainee's progress under an OJT contract will be formally monitored by the CSTB Business Services staff on a monthly basis during participation in the OJT program. Periodic communication with the OJT employer/supervisor and the trainee during the training period is required to insure the successful completion of the training.

Modifications

Modifications to the OJT contract and OJT Work Based Training Plan Outline may be needed. The Business Services staff would be required to submit a CSTB Agreement Modification OJT Agreement and specify the purpose of the modification, total training hours and maximum reimbursement. This requires the CSTB CEO or designee signature approval before any agreement modifications can be fully executed.

Invoicing and Payment

CSTB WIOA Programs Recruiter will track the completion of OJT positions and work directly with employers to ensure that required OJT reimbursement forms and supporting documentation is submitted timely for processing.

Employers will be required to complete Attachment II – Individual OJT Reimbursement Form. The form identifies the employer name, # of weeks, hours and total reimbursement amount being requested. The form along with supporting documentation is submitted to OJTinvoice@careersourcetampabay.com or fax to 855.484.6949. Supporting documentation includes the following:

1. Payroll Documents shall include 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.
3. W9 Form for employers receiving OJT Reimbursement.

The CSTB WIOA Programs Recruiter will notify the Finance Department and submit completed OJT Reimbursement forms for processing.

Monitoring

Monitoring and evaluation of the program plays a critical role in insuring that the goals of the OJT are achieved. The on-site monitoring is essential and must include documenting information received directly from the OJT trainee and should capture the trainee's supervisor's perspective about how the training is progressing. Onsite monitoring will include site visits to the worksite and interviews of participants and supervisors by the OJT Program staff and internal CSTB Program Monitors. In addition to this, the monitoring should examine the process of compliance with the OJT Agreement, training plan, the regulations, payment of wages, and the maintenance of records and working conditions in keeping with Federal requirements. At a minimum CSTB must conduct an in-person visit to each worksite where an OJT participant is placed at least once per year.

Any Agreement deviations noted should be dealt with promptly, either with a corrective action plan or by suspension or termination of the agreement if serious violations have occurred. All visits to the business should be documented in the business EF account file and electronic file. The entry should identify when the visit was made, the name of the CSTB staff member conducting the visit, what was observed, who was interviewed, a synopsis of the content of the conversation, any items of concern that need to be addressed and the outcome of the visit.

Additional programmatic monitoring will be conducted throughout the PY by our internal Program Monitor under the direction of our Director MIS and Data Services. Financial monitoring will be handled by our Director of Fiscal Compliance.

Supportive Services

Support services are available for Adult, Dislocated Worker and Youth work-based training participants. Limited support services may be made available to trainees on an individualized case-by-case basis. The trainee must verify that a need exists and cannot be met by other community resources. The provision of such support services must be documented in the individual service strategy. Support service needs are identified through the assessment process and outlined in the service strategy. Support services may be provided pursuant to ***CSTB Supportive Service and Incentive Policy - #018-C0012b.***

Performance

A. All businesses must be deemed eligible to participate in the OJT program. The eligibility status will be determined by CSTB a Business Service Account Executive Onsite Assessment as well as outcome and retention performance from previous OJT Agreements.

B. CSTB will monitor OJT Agreements for performance. Businesses are expected to maintain a specific OJT completion rate and a retention ratio as defined herein. Businesses who do not meet these performance measures will be suspended from additional OJT opportunities for a period of (6) months.

1. ***OJT Completion and Retention - WIOA:*** at least 80% of OJTs executed must be successful (to completion) in order for businesses to continue to participate in the OJT program. This means the entire OJT period is completed and the trainee is retained after the training period.
2. ***OJT Completion and Retention - WTP:*** at least 60% of OJTs executed must be successful (to completion) in order for the business to continue to participate in the OJT program. This means the entire OJT period is completed and the trainee is retained after the training period.
3. Exceptions to the OJT completion rate may be made for a trainee's release involving mitigating circumstances that may result in a "neutral termination." Mitigating circumstances may include circumstances such as the OJT trainee resigns for higher wage employment; death of OJT trainee; or extreme circumstances out of the business's control. Neutral terminations will not be considered in determination of retention ratio and must be clearly documented and approved.
4. Retention is measured on OJT agreements based on completion dates within the previous twelve (12) months. Failure to meet performance standards may result in a business's suspension from the OJT program.
5. A suspended business may be considered for additional OJT's in one of two ways (whichever occurs first):
 - a. After six (6) months from exit date of most recent unsuccessful OJT or non-retained OJT trainee, OR
 - b. Business demonstrates a willingness to allow CSTB to screen and place

candidates to non-OJT jobs, and those hires result in a positive retention at the end of six (6) months from hire date.

Authorized Signatories

- The Chief Executive Officer, Chief Operating Officer and designee are hereby authorized to execute OJT Agreements.
- If necessary during the OJT process, CSTB will accept electronically submitted scanned or faxed documents with signatures of the representatives that have legal authority to contract and bind the respective organization in their capacity as a signatory official.

Policy Exceptions:

CSTB may receive federal, state and local grant awards that may not be subject to the requirements outlined above. Those awards will be governed by the rules and guidelines set forth as defined in the grant document(s). Desk guide(s) or other internal documents will be established to outline the processes specific to the award(s).

INQUIRIES: Any questions about this policy should be directed to the Chief Operating Officer and his/her designee.



Consent Agenda # 14

Paid Work Experience (PWE) Policy Revision

Background: The On-the-Job Training policy was previously approved by the Board of Directors and was implemented with CSTB staff on July 18, 2019.

CSTB may receive federal, state and local grant awards that may not be subject to the requirements outlined above. Those awards will be governed by the rules and guidelines set forth as defined in the grant document(s). Desk guide(s) or other internal documents will be established to outline the processes specific to the award(s).

Attached is the revised CSTB PWE policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay PWE Policy.



Policy

SECTION: WIOA Youth	POLICY#019-C0016	PAGE: 1 of 10
TITLE: CSTB Paid Work Experience (PWE)	EFFECTIVE DATE: 7.18.19; Rev. 9.19.19	
REPLACES: Prior version dated 7.18.19	DATED: Rev. Date 9.19.2019, Rev. TBD	

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To provide a policy that clearly delineates the processes and procedures associated with the Paid Internship & Work Experience Training Services funded under the Workforce Innovation and Opportunity Act (WIOA).

BACKGROUND: CareerSource Tampa Bay (CSTB) connects businesses and applicants around the notion that businesses need skilled workers; people need good jobs; and communities need strong economies. Internship/work experience participation is a viable option to resolve the barriers of “lack of experience” and “workplace essential soft skills” that exist between employers, applicants, and employment.

WIOA section 129(c)(4) prioritizes work experiences with the requirement that local areas must spend a minimum of 20 percent of non-administrative local area funds on work experience. Under WIOA, paid and unpaid work experiences that include as a component academic and occupational education may have the following four categories: summer employment opportunities and other employment opportunities available throughout the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities.

Local Workforce Development Boards (LWDBs) must spend at least 20 percent of its Title I Youth funds for work experience. Funds spent for Summer Youth Employment Programs (SYEP) work experiences may be included in the required minimum 20 percent of youth funds on work experience. LWDBs must track program funds spent on youth program paid and unpaid work experiences, including wages and staff costs for the development and management of work experiences, and report such expenditures as part of the local WIOA youth financial reporting. The percentage of funds spent on work experience is calculated based on the total local area youth funds expended for work experience rather than calculated separately for in-school and out-of-school youth. LWDB administrative costs are not subject to the 20 percent minimum work experience expenditure requirement.

Work-based training provides WIOA-eligible participants an opportunity to engage in work experiences where they develop employability skills, acquire job-specific knowledge and gain work experience in an area that helps prepare them for self-sufficient employment. LWDBs must ensure that work-based training is only offered for occupations that are in demand in the local area in which the participant receives training.

PROCEDURE:

Work experiences are planned and structured learning experiences which take place at a work site for a limited period of time. Work experience sites may be in the private, for-profit sector; the non-profit sector; or the public sector. Work experiences are designed to enable youth to gain exposure to the world of work and its requirements as well as providing opportunities for career exploration. Work experiences should help youth acquire the personal attributes, knowledge, and skills needed to obtain and retain a job and advance in employment. Work experiences may be subsidized or unsubsidized and may include the following elements:

- Instruction in employability skills or generic workplace skills
- Exposure to various aspects of an industry / occupation
- Progressively more complex tasks
- Internships and job shadowing
- Integration of basic academic skills into work activities
- Supported work, work adjustment, and other transition activities
- Entrepreneurship
- Service learning
- Paid and unpaid community service
- Other elements designed to achieve the goals of work experience

Work experience worksites may be businesses or organizations that are private-for-profit, not-for-profit and government organizations in Hillsborough County. Priority will be placed on our current focus industry sectors of Manufacturing/Construction/Building Trades, Hospitality/Travel Tourism, Transportation & Logistics and Retail, Financial Shared Services, Healthcare, and Information Technologies (IT).

Work experience trainees will be paid minimum an hourly wage rate of \$11.00 per hour.

Generally, work experience services are intended for individuals who fit the following categories:

- Have little or no prior experience in the workplace;
- Have experienced difficulty in maintaining employment in the past due to barriers that can best be addressed and overcome through work experience enrollment;
- Have a need to experience the fundamentals of maintaining consistent employment;
- In most cases, have little or no previous experience in a new occupation of choice;
- Can be placed at a worksite that will provide occupation specific knowledge and experience in their area of occupational choice toward meeting their specific career goals

The work experience agreement must be in place prior to the internship or work experience trainee beginning the career training. The agreement must contain all of the applicable provisions and a copy must be maintained in the trainee and employer file. The agreement must also contain the specific dates of enrollment (beginning and ending dates); a complete job description including specific skills to be obtained; a training plan agreed upon by the employer and the CSTB representative; a statement as

to the amount of wage to be paid; and be signed by the employer and CSTB CEO or COO. Labor standards apply in any work experience where an employee/employer relationship exists, defined by the Fair Labor Standards Act.

Work experiences must include academic and occupational education components. The academic and occupational education as a component is a requirement for WIOA Youth. It is not a requirement for WIOA Adults and Dislocated Workers. The academic and occupational education components refer to contextual learning that accompanies a work experience. It includes the information necessary to understand and work in specific industries and/or occupations. For example, if a youth is in a work experience in a hospital, the occupational education could be learning about the duties of different types of hospital occupations such as a phlebotomist, radiology tech, or physical therapist. Whereas, the academic education could be learning some of the information individuals in those occupations need to know such as why blood type matters, the name of a specific bone in the body, or the function of a specific ligament. CSTB program staff have the flexibility to determine the appropriate type of academic and occupational education necessary for a specific work experience. Additionally, the educational component may occur concurrently or sequentially with the work experience. This is documented through the Training Plan.

For youth, work experiences may also include:

- a. Pre-apprenticeship programs;
- b. Summer employment and other employment activities available throughout the school year;
- c. Internships and job shadowing; and
- d. On-the-job training.

Youth Employment

Youth who participate in work experience programs gain numerous skills which have a positive impact on their future and lifelong employment opportunities. Youth with employment experience are more likely to see the connection between school and career success, in addition to increasing their employability skills. Among low-income youth, higher employment rates have been associated with higher rates of high school graduation and lower teen pregnancy rates.

One of the primary focuses of the WIOA youth program is helping youth gain skills from work experience which can assist them in transitioning into full-time, unsubsidized employment with benefits. The advantages that the Work Experience program brings to the community is the provision of youth who are mature and work ready to employers. The community benefits further as money earned by the youth is put back into the local economy.

The intent of the WIOA Youth PWE program is to assist unemployed youth (ages 16-24) in gaining skills for their first job, enhancing skills they already possess, and preparing them with job retention skills in order to maintain employment. Job retention skills include punctuality, career seeker service, and work ethics. If participants develop all of the skills needed by employers through their work experience, there is an increased potential to gain unsubsidized employment with their current employer or be connected to another employer who is seeking to hire workers. Regardless of employment outcomes following participation, youth will be able to identify paid work experience on their resume. Another goal of the program is to create a pipeline of skilled workers who will be ready to join the workforce as the economy continues to improve.

Engaging the Community and Employers

Employers and the general public throughout Hillsborough County will be made aware of the CSTB Work Experience program through a variety of methods. Primary outreach will be conducted by the Business Services and Program Department staff. The CareerSource Tampa Bay website will be used to engage the community and employers with specific information about the program and the opportunities offered.

Eligibility and Intake System

CSTB Career Counselors will be responsible for completing WIOA Youth eligibility on all participants. Enrollment will be scheduled after the WIOA Youth Program Coordinator and/or Work-Based Learning Coordinator has reviewed all documents.

MIS Department shall be responsible for inputting data into the state's EmployFlorida (EF) Management Information System (MIS) within applicable timeframes to meet CSTB standard of acceptance.

Worksite Training Program Rules and Regulations:

Each perspective trainee will be provided the Worksite Training Program Rules and Regulations that will include all pertinent information regarding the Work Experience Training Services. The trainee will be required to sign and date the document attesting they have received, read and understand all the rules and regulations.

Agreement for Background Check

Each perspective trainee will be provided a background check form for signature. All trainees will be screened prior to being referred to an employer work site. The background check will be completed by CSTB or a contracted provider prior to being marketed to a potential training work site. It is the responsibility of CSTB or provider to discuss with the Worksite Employer any acceptable background issues prior to marketing and/or referring any candidates. No work experience participant should be referred to an employer if the candidate has any prior criminal issues that are not acceptable based on the employer's preference. Background results will be reviewed by CSTB HR Director. This staff member will make the judgment call as to whether the individual should be referred to a work site if background issues are identified. No background results will be discussed by staff. Staff coordinating the Work Experience/Internship opportunity will be informed to either 'proceed' or 'not proceed' based on results. The PWE employer can run their own background check, as necessary based on their organizational standards however, they would incur these costs.

Employer Selection

CSTB is responsible for providing interested employers with eligible and suitable interns and/or work experience prospects. The employer is responsible for interviewing and making the final selection of the trainee they would like to select for their worksite.

Businesses that meet the following criteria are considered eligible and may, subject to available funding, enter into a PWE agreement:

1. Physical company is located in Hillsborough County;
2. Business must legally have operated at current location for at least 120 days.
3. Hold valid business tax receipt (formally an occupational license) and/or zoning permit; (google search and printout included)

4. Active business as verified by Florida Department of State Division of Corporations (www.sunbiz.org) and provide W-9.
5. Hasn't experienced any layoffs in the past six months verified by DEO WARN site.
6. Must develop a detailed PWE Training Plan Outline that identifies the specific occupation, educational, job specific skills that will be learned and estimated time required for each skill.
7. Agrees to routine monitoring and communication with the CSTB Work-Based Learning Program Staff regarding the progress of the program participant relating to the PWE Training Plan, progress reports, midpoint in training and completion of the PWE to capture measurable skills gained during participation.

Occupation Eligibility

All PWEs must be for occupations that are in demand in the local area and are appropriate for the program. Occupations not suitable for PWE:

- Less than part-time
- Principle source of income is tips, commissions or piecework;
- Intermittent or seasonal in nature;
- Shown as in decline on the Hillsborough County Demand/Decline List.

Prohibitions

1. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
2. A participant in a program or activity authorized under Title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
3. A PWE funded agreement must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the agreement is initiated.
4. A PWE participant may not be employed in or assigned to a job if: (a). Any other individual is on layoff from the same or any substantially equivalent job; (b). The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the PWE participant; (c). The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers; (d). job opening that is vacant because the former occupant is on strike or involved in a labor dispute that may lead to a strike.
5. PWE funds shall not be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
6. PWE funds may not be used to directly or indirectly assist, promote or deter union organizing.

7. PWE participants shall not be placed in a home-based business.

Conflict of Interest

1. The CSTB will not favor a referral from or to a member of the CSTB Board over another business in the community. PWE placements shall be made based upon what will be most beneficial to the participant.

2. The CSTB CEO/COO shall be notified whenever the PWE Agreement is connected to a CSTB Board member or employee.

3. CSTB are prohibited from recommending an agreement or making PWE referrals to businesses who are members of their immediate family or members of families of other CSTB staff.

4. The contracted PWE business shall not hire a participant who is a relative (member of the family) of the business. Relative is defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. (Section 112.3135, Florida Statutes).

Individual Employment Plan (IEP)

CSTB must develop an individual service strategy for each participant. A service strategy is a document created jointly by the participant and case manager, and is based on career planning and the results of the objective assessment. The service strategy includes a summary of the jobseeker's strengths, barriers, services needed, education and employment goals, and services provided. The IEP will be updated during a one-on-one appointment between the trainee and a CSTB Career Specialist. This process will also define the short and long term goals of the work experience opportunity as well as future employment plans of the trainee. The trainee's IEP must identify their internship/work experience field of training while outlining goals and objectives with defined timelines and projected completion dates.

When selecting work-based training for a participant, the WIOA Career Specialist must include the following in the service strategy:

1. A determination that a work-based training activity is appropriate to meet the participant's needs;
2. The specific work-based training most appropriate for the participant based on an assessment of the participant's needs, skill set, and other characteristics necessary to determine the best activity for the participant;
3. The specific short and long-term goals for the work-based training activity, by identifying the purpose of the activity and outcomes expected;
4. The employer with whom the activity will be done and other information relevant to the work-based training activities;
5. Responsibilities of the CSTB, employer and participant; and
6. Other activities necessary to support the work-based training activity.

Employment Wages

Paid work experience will be limited to a maximum of 24 hours per week and a six-week duration per youth. Participants will be paid the going minimum wage rate per hour based on a 24-hour work week.

PWE trainees who actively engage in work experience activities will earn a wage rate of \$11.00 per hour. Wages may be issued using direct deposit or check and will be issued on a bi-weekly basis by the contracted staffing agency, if CSTB exercises this option, or internally by CSTB's agreed upon practices/policies.

Worksite Agreement

Paid Work Experience activities require a Worksite Agreement/Worksite Agreement in the customer file. The Worksite Agreement will establish the parameters wherein a customer will gain the job-readiness skills necessary to obtain unsubsidized employment, and must be secured prior to the participant beginning their Work Experience assignment.

Each employer participating in work-based training must develop a CSTB PWE Agreement. The worksite agreement must include:

1. A job description and/or training outline
2. Contact information for the supervisor
3. Record-keeping and payroll information,
4. Process to monitor the participant's worksite activities and ensure adherence to the records retention requirements, as applicable.
5. Worksite agreements for work-based training. For agreements with a staffing agency, the worksite agreements must include signatures of both the worksite employer and the staffing agency.

CSTB will maintain information on each job placement in the form of an agreement signed by all parties. Each employer partner will receive a copy of the fully executed PWE agreement.

Employer of Record

CSTB is the employer of record and participants will be paid a wage of \$11.00 per hour, and payroll taxes will be deducted. The employer of record will be responsible for paying all taxes.

Supportive Services

Support Services provide a safety net to trainees as they enter or re-enter the labor market. Limited support services may be made available to trainees on an individualized case-by-case basis. The trainee must verify that a need exists and cannot be met by other community resources. The provision of such support services must be documented in the individual service strategy. Support service needs are identified through the assessment process and outlined in the service strategy. Support services may be provided pursuant to ***CSTB Supportive Service and Incentive Policy - #018-C0012b***.

Workers' Compensation

In accordance with Section 445.009, Florida Statutes (F.S.), a participant in an adult or youth work experience activity administered under this section will be deemed an employee of the state for purposes of workers' compensation coverage. In determining the average weekly wage, all remuneration received from the employer shall be considered a gratuity, and the participant shall not be entitled to any benefits otherwise payable under s. 440.15, F.S., regardless of whether the participant may be receiving wages and remuneration from other employment with another employer and regardless of his or her future wage-earning capacity.

AmeriSys is the state's Workers' Compensation Provider and should be contacted using the toll free #1-800-455-2079, in case of a work-related injury.

Incident Reports

CSTB will provide employers with an Incident Report Form to document all injuries or other incidents which need to be reported, such as loss of property, etc. CSTB will maintain Incident Reporting Forms and notify the CEO and/or their designee immediately of any incident. CSTB will notify the HR Director immediately of any incident or accident involving PWE Youth.

Recording of Worksite, Provider and O*Net Code Information

When a participant is enrolled into a PWE training activity, staff must record in Employ Florida, the address and location of the worksite where the participant will work.

- For other work-based training activities, such as work experiences, temporary jobs (including temporary disaster-relief jobs), registered apprenticeships, and pre- apprenticeships (when applicable), the actual location where the participant will report for work worksite must be recorded as part of the enrollment process.

When a participant is enrolled in a work-based training activity, the provider and O*Net Code for the occupation in which the participant will engage or receive training must be entered into Employ Florida as part of the enrollment process.

Participant Evaluations

In order to ensure that participants gain the required skills for their assigned work experience activity, formal evaluations must be conducted using the Work Experience Activity Training Plan. These evaluations are used to assess the participant's skill level at the beginning of the training period and also to evaluate the participant's skill progression at the mid-point of the training period and upon completion of the training period. The evaluation should be reviewed by the supervisor with the participant by the designated due dates. Feedback will also be collected from the participant regarding their experience.

Work Site Supervisory Evaluations of Youth Participants

The worksite supervisor will complete an evaluation which assesses critical work readiness topics. The employer, or the employer's designee, will discuss the result of the evaluation with the participant. CSTB Career Counselor will distribute evaluation forms to the employers. Evaluations can be included as part of the time records or separately with the most efficient method to be determined by the provider. CSTB will collect the evaluation forms and include them in the participant hard copy case record. All Employer PWE evaluations will be documented in EmployFlorida case notes.

Monitoring

Monitoring and evaluation of the program plays a critical role in insuring that the goals of the PWE are achieved. The on-site monitoring is essential and must include documenting information received directly from the PWE trainee and should capture the trainee's supervisor's perspective about how the training is progressing. In addition to this, the monitoring should examine the process of compliance with the PWE Agreement, training plan, the regulations, payment of wages, and the maintenance of records and working conditions in keeping with Federal requirements.

Any Agreement deviations noted should be dealt with promptly, either with a corrective action plan or by suspension or termination of the agreement if serious violations have occurred. All visits to the business should be documented in the business EF account file and electronic file. The entry should identify when the visit was made, what was observed, who was interviewed, a synopsis of the content of the conversation, and any items of concern that need to be addressed.

Additional programmatic monitoring will be conducted throughout the program year by our internal Program Monitor under the direction of our Director of MIS & Data Services. Financial monitoring will be conducted by our Director of Fiscal Compliance.

Post-Exit Follow-up

Closed and exited youth will receive follow-up support for a minimum of 12 months to sustain engagement. CSTB WIOA Program staff must provide participants with at least 12 months of follow-up support. Follow-up services should be intensive enough to provide the support necessary to enable participants to achieve their educational goals or gain unsubsidized employment. CSTB will serve as a resource in identifying and addressing issues which arise for participants, employers, and educators in those placement settings. CSTB staff will be required to report on the follow-up services participants receive and enter all results into EmployFlorida (EF).

Terminations

The occasion may occur when a trainee is not satisfied with an employer location or an employer may be dissatisfied by a trainee's progress or ability. Terminations may result in suspension of trainees and participating employers from the receipt of internship/work experience services for a period of time or indefinitely based on the situation.

The duration of suspension is at the discretion of CSTB management. Each case will be reviewed before a determination is made. The CSTB Representative along with the Work-Based Learning Coordinator should make all efforts to salvage a work experience assignment and location when possible. Suspension may be caused by several factors as listed below:

Trainee suspension may occur due to factors such as:

- An established pattern of tardiness or absenteeism
- Termination from a worksite due to negligent, malicious or unethical behavior
- Failure to comply with an employer's rules and regulations
- Substandard performance
- Failure to comply with CSTB rules and regulations
- Any action that could jeopardize the employer worksite or CSTB in any manner

Employer Suspension may occur due to factors such as:

- Failure to adhere to the developed training plan
- Termination of a trainee without good cause
- Failure to comply with applicable labor laws
- Failure to comply with contracted staffing agency's employment practices, if CSTB utilizes this option; or CSTB employment practices and/or other traditional employment practices
- Any action that could jeopardize the trainee or CSTB in any manner

Modifications

Modifications to the PWE contract and PWE Work Based Training Plan Outline may be needed. The Work Based Learning Program staff would be required to submit a CSTB Agreement Modification PWE Agreement and specify the purpose of the modification, total training hours and maximum reimbursement. This requires the CSTB CEO or designee signature approval before any agreement modifications can be fully executed.

Policy Exceptions

CSTB may receive federal, state and local grant awards that may not be subject to the requirements outlined above. Those awards will be governed by the rules and guidelines set forth as defined in the grant document(s). Desk guide(s) or other internal documents will be established to outline the processes specific to the award(s).

Authorized Signatories

- The Chief Executive Officer, Chief Operating Officer and designee are hereby authorized to execute PWE Agreements.
- If necessary during the PWE process, CSTB will accept electronically submitted scanned or faxed documents with signatures of the representatives that have legal authority to contract and bind the respective organization in their capacity as a signatory official.

References

- Workforce Innovation & Opportunity Act (WIOA) Section 129(C) (2)(C)
- 20 Code of Federal Regulation (CFR) 681.600 – 681.630, 20 CFR 680-700, 20 CFR 681.480
- TEGL 15-10 Increasing Credential, Degree, and Certificate Attainment by Participants of the Public Workforce System
- TEGL 17-05, Change 2 Common Measures Policy for the ETA's Performance Accountability System and Related Performance Issues
- TEGL 21-16: WIOA Youth Formula Program Guidance:
- TEGL 23-14: WIOA Youth Program Transition

INQUIRIES: Any questions about this policy should be directed to the COO or Programs Director.



Consent Agenda # 15

Eligible Training Provider Policy Revision

Background: The Eligible Training Provider policy was previously approved by the Board of Directors and was implemented with CSTB staff on September, 2013.

CSTB may receive federal, state and local grant awards that may not be subject to the requirements outlined above. Those awards will be governed by the rules and guidelines set forth as defined in the grant document(s). Desk guide(s) or other internal documents will be established to outline the processes specific to the award(s).

Attached is the revised CSTB Eligible Training Provider policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay Eligible Training Provider Policy.



POLICY

SECTION: WIOA & WT	POLICY# 019-C0001	PAGE: 1 of 9
TITLE: Eligible Training Provider Policy		EFFECTIVE DATE: 09.2013
REPLACES: Procurement, Approval and Maintenance of Training Providers and Programs		DATED: 09.2013; Revisions: 06.2017; 02.2019; 8.29.2019, 1.22.2020; Rev. TBD

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To establish CareerSource Tampa Bay (CSTB) process for the initial eligibility and renewal of eligible training providers for the provision Workforce Innovation and Opportunity Act (WIOA) and Welfare Transition (WTP) funded Occupational Skills Training Programs on the annual Hillsborough County list of Targeted Occupations. This policy will serve as guidance for CSTB Administrative and Program staff, Board members, Partners, Approved Training Providers and Service Providers.

Applications for new training vendors are only accepted during the 1st quarter of the program year, July-September. Additionally, requests for program additions for an existing approved training provider will only be accepted during this time frame.

BACKGROUND: The Workforce Innovation and Opportunity Act (WIOA) was implemented in 2014; section 134(d)(4)(D): Title I adult and dislocated worker training services must be acquired through the use of Individual Training Accounts, hereinafter referred to as “Individual Training Accounts” (ITA). ITAs can be used to access training from eligible Training Providers who have been approved by the Board of Directors. Those Training Providers that do not meet the criteria included in this policy can be utilized based on waiver approval by the CEO or his/her designee.

POLICY:

The Board of CSTB is responsible for approving eligible Training Providers of occupational skills training services and related training programs for the region’s targeted occupations. A process for application, contracting, and maintaining a list of Training Providers is outlined below and is consistent with CareerSource Florida Administrative Policy Number 90, WIOA Eligible Training Provider List.

- An “Eligible Training Providers and Programs and Approved Course List” (ETPL) for Region 15 will be maintained and updated throughout the program year. This list will be made

available to customers and staff in the CSTB American Job Centers on-line at www.careersourcetampabay.com.

- The Board reserves the right to withhold approval on any program applications deemed incomplete, or on programs considered unsuccessful based on cost, reported completion and outcome rates based on established entry criteria and on-going performance outcomes.
- The Board reserves the right to allow the CEO or designee the right to suspend enrollment and/or terminate any relationship with an approved training institution based on failure to comply with the terms and conditions provided within this policy and/or Training Provider agreement. Suspension of enrollment may also be based on programs considered unsuccessful due to a significant number of students obtaining employment outside of the field of study and/or completion/outcome rates. This information will be presented to the Workforce Solutions Committee or the CSTB Executive Committee for final determination and action.

Training Provider

In order for a Training Provider to provide such training services, an educational entity must meet the requirements of WIOA section 122, 20 CFR 663.500, et seq. as well as comply with any federal, state or local guidance. Such entities include: postsecondary educational institutions, entities that carry out programs under the National Apprenticeship Act and other organizations that provide training services as defined by WIOA. In order for a Training Provider to be determined eligible to provide training in targeted occupations it will first be established that an institution falls into one of the following three categories:

1. Automatically Eligible Training Providers:

- 1) 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/colleges.
- 2) Entities that carry out programs under the National Apprenticeship Act.

2. Other Public or Private Training Providers:

Entities that do not fall under the above criteria must apply for listing on the ETPL through the CSTB. Note. When a postsecondary educational institution or an entity providing registered apprenticeships offers training services that do not meet the requirements under the criteria listed above (i.e. not degree or certificate-based, or not a registered apprenticeship), they must also apply through CSTB.

3. Out of County Training Providers:

Participant may attend training if it is unavailable in Hillsborough County but is available and listed on ETPL in another region, the ETPL listing from the applicable Local Workforce Development Board's website as well Training Vendor information, including but not limited to: FEIN/FEID, Accreditation status, billing address and mailing address is to be obtained.

- b) The Training Provider must agree to report student data for each approved program to the FETPIP in a timely manner. FS 445.004(9)(e).
- c) The Training Provider must agree to refund CSTB any tuition costs, fees, etc., based on the Training Provider's established written policy in the event a CSTB funded student exits. Full refund if student exists prior to add/drop date. Partial refund based on student's attendance in relation to program completion date.
- d) The Training Provider must agree not to offer unlawful remuneration to attract students. FS 445.009(8)(b).
- e) The Training Provider must submit up to date information on tuition, fees, and other charges made for each approved program. WIOA 122(d) & (e).
- f) The Training Provider must agree to engage in price negotiations with CSTB. FS 445.009(8)(b).
- g) The Training Provider must agree to not subcontract the delivery of the training and shall be directly responsible for provision of training.
- h) Unless approved, the Training Provider must agree that it will not approach customers within any CSTB facility to solicit enrollment.
- i) The Training Provider shall not be debarred or suspended as a Training Provider thru education programs offered by the U.S. Department of Veterans Affairs.
- j) The Training Provider must have been in business in the State of Florida for at least two years.
- k) The Training Provider may propose only programs that are (1) on the regional targeted occupations list for Hillsborough County, (2) allow the issuance of credentials upon training completion (certificate, degree, diploma) and (3) Wage Rate.
- l) The Training Provider must post all program costs on the institution's website for public view. These costs must clearly define tuition, fees and other associated costs.
- m) The Training Provider must be able to demonstrate fiscal solvency.
- n) The Training Provider must allow a CSTB staff to conduct site visit prior to final approval and meet ADA requirements.
- o) The Training Provider must not submit programs for consideration that directly lead to degrees that require more than 2 years to achieve. Apprenticeship programs are an exception to the 2 year cap and may be up to 5 (five) years.
- p) The Training Provider must agree that the price charged to CSTB by the Training Provider shall not be more than that charged to the general public or any other local workforce development board in Florida.
- q) The Training Provider must not create programs that target CSTB program participants unless requested to do so directly by CSTB.
- r) The Training Provider must agree that all CSTB participants will be afforded the same information on financial aid options, scholarship opportunities and educational/tuition discounts.
- s) The Training Provider must agree to provide Pell Program information, if applicable.
- t) The Training Provider must agree to track, supply and provide all required performance outcomes to include but not limited to: GPA, progress reports, credentials, certificate of completion to email address: trainingvendor@careersourcetb.com. Subject line should include subject matter that is being provided.

Training Provider Responsibilities

CSTB will conduct eligibility reviews to ensure that Training Providers and their programs continue to meet the initial criteria shown above as well as the following criteria for continued inclusion on the local ETPL.

- a) The Training Provider must continue to meet State and local performance standards as outlined in section 7. Performance Standards.
- b) The Training Provider must report any changes in the acceptance of federal financial aid, cost information, refund practice, etc. to CSTB within five (5) business days.
- c) The Training Provider must assist in the verification of employment within 180 days from the end of training for enrolled students receiving funding from CSTB by providing this verification of employment information to the email address: trainingvendor@careersourcetb.com. Subject line should include, employment verification.
- d) The Training Provider must report out-of-state employment of students to CSTB at email address outlined in item (c) above with all information.
- e) The Training Provider must maintain all required licensing standards and proper accreditation and inform CSTB within 7 business days of any changes.
- f) The Training Provider must remain in good standing with the requirements outlined in the Training Provider Agreement.
- g) The Training Provider must maintain compliance according to all federal, state and local performance requirements.
- h) The Training Provider must supply program completion and placement rates upon demand by CSTB.
- i) The Training Provider must respond to renewal applications after the initial eligibility period of one (1) full year. A specific due date for completed applications will be included, and applications received after that due date may not be considered. The institution may be immediately suspended from the approved list by administrative staff and this information brought to the appropriate committee of the Board for review and formal action.

Training ITA Cap & Training Duration

The Board of Directors approved a modification to the policy on 8.29.19 to establish the following:

- a) Training customers may receive training assistance under ITA services up to a **lifetime** cap of \$5,000.00 per individual.
- b) Training customers may receive training assistance under ITA services for short term training defined as up to one year.
- c) Two Year training programs: CSTB will enroll customers who have chosen an approved two year training program from the established TOL. However, CSTB funding can only be used to cover costs for the final year of the training program.

Targeted Occupations List

Upon receipt of the annual "Preliminary Targeted Occupations" list for Region 15 provided by the Department of Economic Opportunity, CSTB will disseminate the list all CSTB approved Training Providers, to solicit and receive comments as to possible additions or deletions using a prescribed format.

Actions related to the Targeted occupational list will be presented to the Workforce Solutions Committee as an action item. CSTB procedure is outlined in the Targeted Occupations List (TOL) & Regional Targeted Occupation List (RTOL) Policy #018-C0043.

Performance Review

Certain performance standards are required for inclusion and retention of programs and Training Providers on the CSTB's ETPL. Every year, in preparation for the annual eligibility review of performance data is reviewed. These analyses shall be conducted for all program completers as well as WIOA participants and will include as available:

- Total Exited Training
- Exited Without Completing Training
- Exited After Completing Training
- Total Employed
- Total Employed Training Related
- Employed Not Training Related
- Average Wage
- Completion %
- Placement %

The Training Provider understands that CSTB will review and analyze information supplied by the Training Provider and other information available to CSTB to determine if gainful employment within the chosen field of study/program is occurring. Programs with an institution that are identified as being unsuccessful in resulting in employment within the defined occupation/industry may be subject to enrollment suspension.

Upon conclusion of these analyses, and taking into account State and local labor market and demographic data, this region will establish annual performance criteria that Training Provider's and their approved programs must meet to remain on the approved local ETPL. This region's performance standards shall be published on the region's website.

Performance Requirements

In order to maintain continued eligibility, Training Providers are required to meet the following performance requirements:

- a) **Employment Rate.** Each program will maintain a 70% rate of employment for all students that received CSTB funding assistance. This rate will be inclusive of those that did not complete training. Under this requirement both full and part time employment and employment outside the field of training will be considered as a positive outcome.
- b) **Completion rate.** Each program completion will maintain a 65% completion rate per training program.
- c) **Wage Rate.** Currently, each training program must meet the minimum entry level wage rate in effect for the applicable period. This wage rate is adjusted annually by the State based on the Florida Price Index in effect for CSTB or otherwise established by CSTB Board of Directors.

Quarterly Performance Notifications

Each Training Provider will be emailed quarterly CSTB Training Provider Performance Reports in order to track their performance against the above criteria. A notification will be provided at the end of the 3rd quarter for those training providers who are in danger of not meeting the established annual performance thresholds. Training providers who fail to meet the established annual performance thresholds for individual training programs will be placed on one (1) year probation.

If WIOA customer is actively enrolled, their training services will not be affected by the training program suspension.

Addition of New Programs/Agreement Modifications

The Training Provider shall submit the following if they are requesting new programs be added to their agreements. Requests for program additions for an existing approved training provided will only be accepted during the 1st quarter of the program year, July-September.

- a) A complete course description and new fee schedule; and
- b) A copy of license that includes the course or program being added.

Enrollments are limited to a maximum of 12 until performance is established.

Training Provider or Program Removal

Programs and/or approved Training Providers will be removed from the local ETPL when:

- a) A Training Provider and/or training program fails to meet accreditation, licensure, and/or required levels of performance.
- b) A Training Provider fails to provide student performance data to FETPIP and/or CIE as required.
- c) A Training Provider is determined to have supplied inaccurate information or to have violated any provision of the Workforce Innovation and Opportunity Act. A provider whose eligibility is terminated under these conditions may be liable to repay all WIOA adult, dislocated worker and youth training funds received during the period of noncompliance.
- d) A Training Provider does not respond to CSTB's request for renewal application.
- e) A Training Provider fails to meet performance thresholds as outlined in section 8.
- f) A Training Provider fails to meet enrollment requirements as outlined in section 12.
- g) A Training Provider fails to meet revenue requirements as outlined in section 13.

Program Cancellations

In the event a training program or class is canceled the Training Provider shall notify CSTB ten (10) business days in advance of the date the program will no longer be available.

Enrollments

The Training Provider shall maintain a 51% non-CSTB general public enrollment for each approved program during the contract term. Training Provider's compliance will be evidence by:

- a) Documentation on a quarterly basis and to final year end, June 30th, supporting enrollment threshold has been met.
- b) A written letter from a licensed Certified Public Accountant (CPA) firm stating that at the conclusion of the contract term June 30 the Training Provider maintained a 51% non-CSTB general public enrollment for each approved program.

Revenues

No more than 49% of the Training Providers revenues as a whole was received from CSTB during the contract term. Training Provider's compliance will be evidenced by:

- a) Documentation on a quarterly basis and to final year-end, June 30th, supporting revenue threshold has been met.
- b) No more than 49% of the Training Provider's revenue as a whole was received from CSTB during the contract term.
- c) A written letter from a licensed Certified Public Accountant (CPA) firm stating that at the conclusion of the contract term June 30 no more than 49% of the Training Providers revenue as a whole was received from CSTB during the contract term.

Monitoring

During the contract term CSTB will verify compliance of the enrollment and revenue requirement through monitoring. The location of the monitoring will be either on-site or desk review/remote depending on location of training vendor. Monitoring may include, but is not limited to:

- Observation of classes,
- Observation of attendance supported by the Training Providers documentation where applicable,
- Inspection of Training Providers student files, and
- Inspection of financial records

Policy Exceptions

CSTB may receive federal, state and local grant awards that may not be subject to the requirements outlined above. Those awards will be governed by the rules and guidelines set forth as defined in the grant document(s). Desk guide(s) or other internal documents will be established to outline the processes specific to the award(s).

References:

- WIOA, Sections 122, 134
<https://www.congress.gov/113/bills/hr803/BILLS-113hr803enr.pdf>
- WIOA Regulations, 20CFR 663, et seq., Subpart E- Eligible Training Providers
<https://www.govinfo.gov/app/details/CFR-2014-title20-vol4/CFR-2014-title20-vol4-part663>
- FL Statutes, Chapter 445- Workforce Innovation
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0445/0445.html
- FAC 28-106- Decisions Determining Substantial Interests
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=28-106>

- FS Chapter 1005-Nonpublic Postsecondary Education
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch1005/titl1005.htm&StatuteYear=2009&Title=%2D%3E2009%2D%3EChapter%201005
- FAC 6E-Commission for Independent Education
<https://www.flrules.org/gateway/Division.asp?DivID=209>
- FS Chapter 1008- Assessment and Accountability
http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch1008/titl1008.htm&StatuteYear=2009&Title=%2D%3E2009%2D%3EChapter%201008
- FAC 6A-10.0341&10.0342-re: Vocational Education Performance
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=6A-10>
- DEO Policy #FG OSPS-77, “Selection and Retention of Training Providers Under the Workforce Investment Act of 1998 and presently The Workforce Innovation and Opportunity Act - Florida Statutes” issued on May 31, 2013
<http://www.floridajobs.org/PDG/guidancepapers/FG-ETPL.pdf>
- CareerSource Florida Administrative Policy # 90: WIOA Eligible Training Providers List
http://www.floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

INQUIRIES: Any questions about this policy should be directed to the COO or their designee.



Consent Agenda # 16

Supportive Service and Incentive Policy Revision

Background: The Supportive Service and Incentive policy was previously approved by the Board of Directors and was implemented with CSTB staff on August 6, 2018.

CSTB may receive federal, state and local grant awards that may not be subject to the requirements outlined above. Those awards will be governed by the rules and guidelines set forth as defined in the grant document(s). Desk guide(s) or other internal documents will be established to outline the processes specific to the award(s).

Attached is the revised CSTB Supportive Service and Incentive policy for your review and consideration.

Recommendation:

CSTB staff is recommending approval of the CareerSource Tampa Bay Supportive Service and Incentive Policy.



Policy

SECTION: PROGRAMS	POLICY#018-C0012	PAGE: 1 of 5
TITLE: Supportive Service and Incentive Policy		EFFECTIVE DATE: 8.6.18
REPLACES: Supportive Service Issuance Programs Desk Guide		DATED: 8.6.18; Revision 2.21.19, 3rd Revision 11.21.19, Rev. TBD

DISTRIBUTION: CAREERSOURCE TAMPA BAY STAFF

PURPOSE: To provide guidance on the various support services and incentive options allowed under the requirements of Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, Youth and Temporary Assistance to Needy Families (TANF) / Welfare Transition programs.

BACKGROUND: The Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF) legislation and guidance provide for the provision of supportive services to participants enrolled in WIOA and TANF funded programs. The WIOA provides guidance on the provision of incentives for WIOA Youth programs.

WIOA defines the term supportive service to mean services such as transportation, child care, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in activities authorized under this Act.

Supportive services are for eligible individuals, particularly eligible individuals with barriers to employment. Section 133(b) defines funds allocated to the local area for dislocated workers under section 133(b)(2)(B), may be used to provide supportive services to adults and dislocated workers, respectively who are (a) (A) who are participating in programs with activities authorized in paragraph (2) or (3) of subsection (c); and (B) who are unable to obtain such supportive services through other programs providing such services. Section 134(d)(2)(A) of WIOA requires that adults and dislocated workers must be participants to receive supportive services.

Section 129 defines youth services (vii) supportive services and provision of need-based stipends necessary to enable individuals to participate in the program and to assist individuals, for a period not to exceed 12 months after the completion of training, in obtaining or retaining employment, or applying for and transitioning to postsecondary education or training; and follow-up services for not less than 12 months after the completion of participation, as appropriate.

20 CFR § 681.640 states that “incentive payments to WIOA youth participants are permitted for recognition and achievement directly tied to training activities and work experiences. The local program must have written policies and procedures in place governing the award of incentives and must ensure that such incentive payments are tied to the goals of the specific program; outlined in

writing before the commencement of the program that may provide incentive payments; align with the local program's organizational policies; and are in accordance with the requirements contained in 2 CFR part 200." CSTB will authorize incentives to WIOA Youth customers only.

Chapter 414, F.S., sets forth provisions for receipt of Temporary Cash Assistance (TCA) and requires all individuals who do not meet TCA exemptions to participate in work or alternative plan activities. Chapter 445, F.S., consolidates the state workforce policy direction, oversight, and welfare support functions under one board, CareerSource Florida, Inc., (CSF) and designates the Department of Economic Opportunity (DEO) as the administrative, fiscal, and implementing agency for TCA work activities and supportive services, the Welfare Transition (WT) program.

The Department of Health and Human Services has provided final approval of the Temporary Assistance for Needy Families (TANF) State Plan which authorizes support services assistance. These benefits are designed to deal with a specific crisis situation or episode of need and other service such as child care and transportation, transitional services, job retention, job advancement, and other employment-related services.

PROCEDURE:

Based on individual assessment and availability of funds, supportive services (includes incentives for WIOA Youth only) may be awarded to eligible program participants. Supportive services awards are intended to enable an individual to participate in workforce funded programs and activities and to secure and retain employment. Supportive services are provided on the basis of need as determined by the CSTB Career Coach working with the participant and may include:

- Transportation including support services cards, gas cards or bus passes
- Clothing including general interview clothing
- Uniforms
- Certification fees
- Tools for occupational skills training or work-related
- Assistance with education-related testing
- Needs-related payments necessary for a career seeker to participate in assigned activities
- WIOA Youth Only: Incentives based on defined milestone achievements
- WIOA Youth programs can provide supportive services during post exit follow-up services for up to 12 months after completion of program services.

CSTB program staff must ensure that the participant is in need and eligible for all requested supportive services and that the supportive service is necessary for ongoing participation in the program.

Documentation:

Supportive services are outlined in the customer's programmatic career plan. Customers must be in good standing with the program, in compliance and document that their requested need cannot be met or provided through any other organization or entity. The rationale for providing supportive services must be well documented in the participant's plan, supporting documentation and case notes.

Supportive services are outlined in the customer's programmatic career plan. Customers must be in good standing with the program, in compliance and document that their requested need cannot be met or provided through any other organization or entity. Our investment in supportive services will position the customer for optimal success in the program leading to increased training completion, credential attainment and employment rates by removing barriers that customers face.

Opportunities for WIOA Youth to earn incentives will be outlined in writing and reviewed with the customer to ensure a thorough understanding of program requirements. Supporting documentation of the activities completed or milestones achieved will be documented in the participant's file. Incentives may be issued in the form of visa gift cards.

Incentive payments may be issued to WIOA Youth participants for recognition and achievement directly tied to training activities, work-based learning programs (On-the-Job training, Paid Work Experience), or performance related outcomes specified in the customer's individual development plan and are issued in compliance with requirements of 2 CFR Part 200.

Eligibility:

Eligibility for supportive services will be established based on an assessment of need and documented in the participant's individual development plan. To qualify for receipt of supportive services, staff in consultation with the program participant must:

- Qualify and enroll in one or more workforce funded programs operated by CSTB.
- Demonstrate and document a need that will prevent him or her from participating in the program, accepting employment, or retaining employment
- Document that the customer is unable to afford the cost associated with addressing the need;
- Be unable to secure the needed service from another community resource;
- Complete a Statement of Need and eligibility which documents the requested service, need/eligibility along with the prescribed amount

Supportive Service Limitations:

1. CSTB will not provide supportive services retroactively or reimburse for any services previously rendered.
2. Tuition, books and fees for approved training programs are not included as supportive services. These costs are included under the Individual Training account.
3. Supportive Services cap is established as a maximum of \$700 per Program Year (PY) per participant. CSTB Career Coaches will track supportive service amounts per PY to ensure that established caps are not exceeded.
4. The Chief Operations Officer or designee will review supportive services funding levels on a monthly basis to ensure resources are used with the intent of this policy.
5. The Chief Executive Officer may waive the \$700, up to a maximum of \$1,500 limit if circumstances warrant. If excess of \$1,500 is needed, request must be approved by chairman of the board CSTB. Authorization to increase the limit above \$700 must be documented in case notes.

Issuance Process:

Supportive service cards cannot be mailed out to program participants. The CSTB supportive service issuance process consists of two responsible parties: the supportive service **requestor** and the supportive service **issuer**. Staff members are prohibited from acting as both requestor and issuer when dealing with a single program participant. Staff members are prohibited from issuing services to program participants on their caseload. Under no circumstances can a CSTB Career Coach who is requesting services for a program participant also act as the Career Coach who issues services to

that program participant.

Safeguarding Cards and Internal Controls:

Security protocols for safeguarding CSTB supportive service cards are of paramount concern for our organization. Each of our CSTB offices also has a safe onsite in the manager’s office or dedicated safe room where the supportive service cards are housed overnight and when there are no scheduled appointments. The supportive service cards are further stored in lockboxes within each safe. Supportive service gatekeepers are the only individuals with authorization to access the safe. The gatekeeper is a CSTB staff member that is not on the programs team to ensure appropriate firewalls are in place. The lockbox is issued daily by the gatekeeper to the issuers with the allotted support service cards needed for the scheduled appointments. Supportive service cards are signed in and out daily by the gatekeeper and issuer to ensure accuracy and track the responsible party for the cards.

Supportive service cards signed out to the supportive service issuer must remain in the lockbox until the time of issuance. When not in use, the lockbox should remain in a safe or a locked drawer or locked overhead compartment. At no point are staff authorized to leave supportive service cards outside of the lockbox (i.e., placed in desk drawer, left out on desk, etc.). The Gatekeeper and a second staff member will perform an inventory count bi-monthly on the (15th and the last day of the month). The inventory count sheets are provided to the Finance Department (Program Coordinator – Finance). Program Coordinator – Finance reconciles the inventory count sheets to the inventory per Card Tracker System (defined below). No new cards issuances can occur until the inventory reconciliation process is completed AND appropriated staff are notified by the Program – Coordinator Finance.

Internal monitoring is conducted over the issuance and on hand inventory of supportive service cards. The internal monitoring is conducted to ensure issuance of supportive service cards are to eligible participants, properly documented, within established limits, and on hand inventory is appropriately controlled and agrees to card tracker and financial records.

Periodically throughout the Program Year, CSTB may change the issuers to ensure another layer of internal control.

Card Tracker System:

CSTB utilizes a Card Tracker System to record all issuance of supportive services and/or WIOA Youth-incentives issued to program participants. The system records the customer’s signature and documents the transaction, detailed reports are generated out of this system.

Cancellation of Support Services:

This policy and some or all of its categories of support services may be cancelled or changed, in whole or in part, by CSTB at any time without notice, effective immediately, or at any time CSTB determines necessary. Exceptions may be made to this policy by CSTB if it is in the best interest of CSTB or its participants.

Policy Exceptions:

Any exceptions to the above stated policy or any part thereof, must be documented and approved by the CareerSource Tampa Bay CEO or his/her designee for consideration.

CSTB may receive federal, state and local grant awards that may not be subject to the requirements outlined above. Those awards will be governed by the rules and guidelines set forth as defined in the grant document(s). Desk guide(s) or other internal documents will be established to outline the processes specific to the award(s).

Inquiries: Any questions about this policy should be directed to the Chief Operating Officer and/or her designee.

Key Regional Workforce / Demographic Indicators

- Final numbers for FL are not yet published for April, but it is estimated that nearly 100,000 new UC claims have been filed in Hillsborough County, and more than 1.3 million statewide, (and more than 30 million nationally, bringing the overall rate to 14.7%), since the Covid 19 outbreak in march of 2020. We will share a detailed report with the Board of Directors once official numbers are released from BLS and DEO.

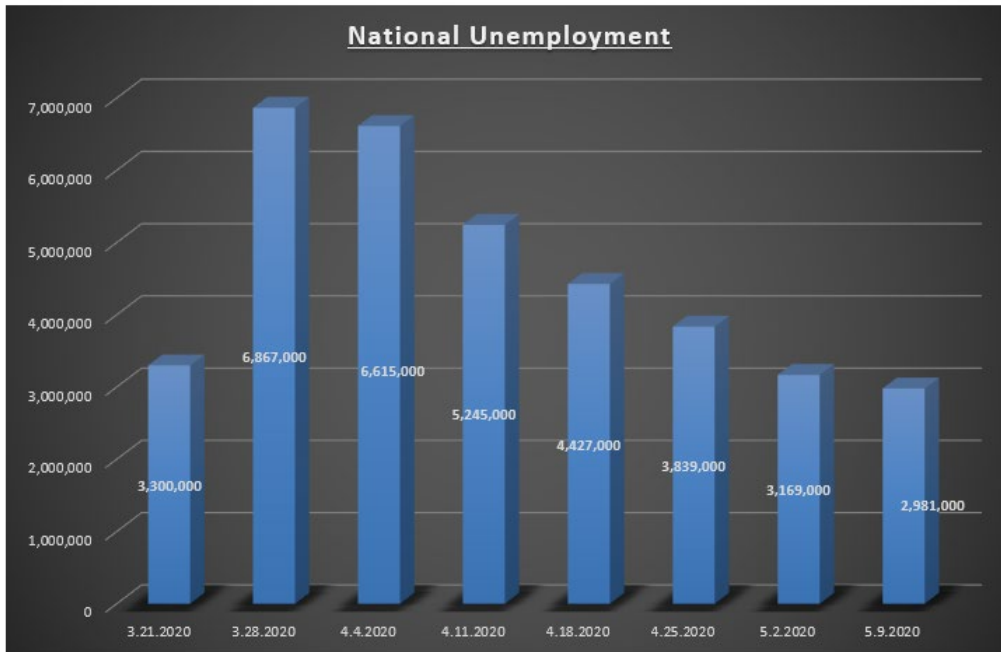
Key Initiatives/ Events

- CSTB Center Re-Opening Phase 1 was effective on Tuesday, May 19th this impacted the Tampa facility located at 9215 N. Florida Ave.
- CSTB continues providing virtual services with the majority of staff and programs in a telework capacity.
- WIOA reopened the pre-screening process for all funding streams
- Press release was distributed regarding CSTB's coordination with Recruiters Networking Group (RNG) Professional Talent of Tampa Bay Virtual Job Seeker Workshops from May 18th – May 29th consisting of six unique topics:
 - May 18th – Virtual Ready to Work- Learn about jobs entry level and up in high paying industries in today's Pandemic Labor Market Information included for industries such as Healthcare, Information Technology, etc.
 - May 20th – Creating a Resume and Cover Letter – Learn how to create an effective resume and formats that work best in your current job status. Tips on resume builder sites that are easy to access.
 - May 22nd – Conducting an effective online job search and networking campaign- Successful job search requires more than a great resume. Find out where the jobs are and how to get them. We'll talk about how to approach and follow up with an employer, the hidden job market and give you tips on how to focus your job search and stay positive.
 - May 25nd – Preparing for virtual job interviews- Learn how to prepare for the interview and get tips on what the employer is looking for in your answers to their questions. Find out what questions to ask the employer that can help you to ace the interview.
 - May 27th – Building a Linked In Profile and using Social media in your job search (College students will have a sponsored picture day May 28th and June 2nd)
 - May 29th –Virtual Communication 101 Series – Learn about the basic usage of virtual communication through Zoom, Microsoft Teams, Skype, etc.
- By-Laws were officially approved at the BOCC meeting on May 6th, these go into effect on 7.1.2020.

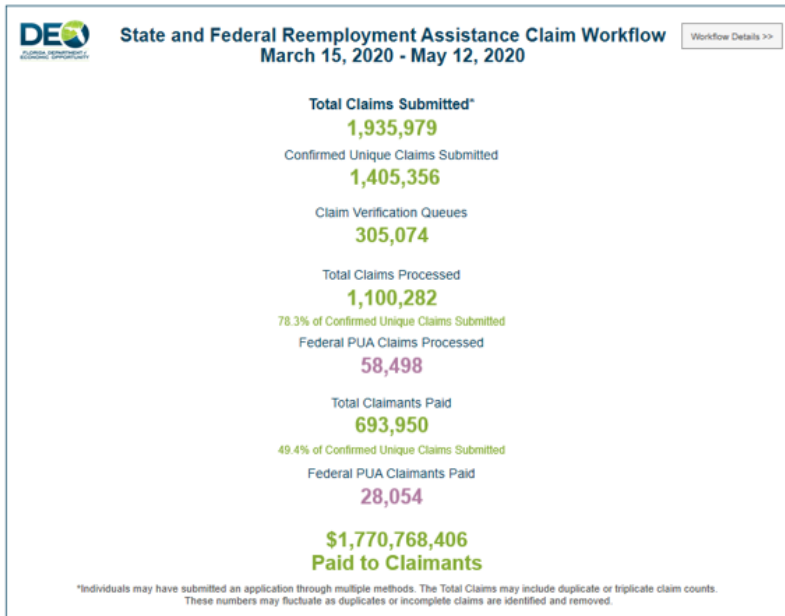
Hillsborough BOCC CARES Funding:

- \$25M in funding from Hillsborough County BOCC through the CARES Act Coronavirus Relief Fund was awarded to CSTB to administer workforce training programs through the end of December 31, 2020. The fund costs related to the COVID-169 health emergency and recovery.
- The programs will focus on the following four categories:
 - Short-term Occupational Skills Training/ Certification
 - Paid Work Experience
 - On-the-Job Training
 - Employer Retention Bonus

National Unemployment Insurance Stats



DEO RA Claims Dashboard



■ 4.20.2020 DEO launched

This includes a new State Reemployment Assistance Claims Dashboard that will be updated daily to reflect the total number of Reemployment Assistance Claims submitted, verified, processed, and paid.

Link: <http://lmsresources.abormarketinfo.com/covid19/index.html>



Action Item # 1

Approval of Form 990 for fiscal year ending June 30, 2019

Background

The audit firm of James Moore, CPAs has completed the Organization's *Return of Organization Exempt Form Income Tax* for the fiscal year ending June 30, 2019 (Form 990).

The Form 990 is an informational tax form that CareerSource Tampa Bay is required to file annually. The Form's main purpose is to give the IRS an overview of the organization's activities, governance and detailed financial information. It is a best practice for the Board of Directors (Board) to be involved in the review and approval of the Form 990 with today's increased demands for transparency and accountability in the nonprofit sector.

A final copy of the Form 990 will be provided to each board member and a representative from the audit firm will present the Form 990 to the Board of Directors. A copy is enclosed.

Recommendation

Board review and approval of the *Return of Organization Exempt Form Income Tax* for the fiscal year ending June 30, 2019.

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2018

Department of the Treasury
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning **JUL 1, 2018** and ending **JUN 30, 2019**

B Check if applicable:	C Name of organization TAMPA BAY WORKFORCE ALLIANCE INC Doing business as CAREERSOURCE TAMPA BAY Number and street (or P.O. box if mail is not delivered to street address) Room/suite 4902 EISENHOWER BLVD 250 City or town, state or province, country, and ZIP or foreign postal code TAMPA, FL 33634-6392	D Employer identification number 59-3655316
<input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	E Telephone number 813-397-2064	G Gross receipts \$ 17,095,928.
F Name and address of principal officer: JOHN FLANAGAN SAME AS C ABOVE		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H(c) Group exemption number ▶
J Website: ▶ WWW.CAREERSOURCETAMPABAY.COM		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 2000 M State of legal domicile: FL

Part I Summary

1	Briefly describe the organization's mission or most significant activities: SEE SCHEDULE O		
2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
3	Number of voting members of the governing body (Part VI, line 1a)	3	31
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	31
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	130
6	Total number of volunteers (estimate if necessary)	6	0
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
7b	Net unrelated business taxable income from Form 990-T, line 38	7b	0.
8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
9	Program service revenue (Part VIII, line 2g)	16,851,514.	16,991,774.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	175.	236.
12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	130,965.	103,918.
13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	16,982,654.	17,095,928.
14	Benefits paid to or for members (Part IX, column (A), line 4)	508,317.	619,750.
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
16a	Professional fundraising fees (Part IX, column (A), line 11e)	8,599,739.	8,471,290.
b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.	0.	0.
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	8,011,319.	8,287,418.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	17,119,375.	17,378,458.
19	Revenue less expenses. Subtract line 18 from line 12	-136,721.	-282,530.
20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
21	Total liabilities (Part X, line 26)	3,325,168.	4,424,905.
22	Net assets or fund balances. Subtract line 21 from line 20	1,562,798.	2,945,065.
		1,762,370.	1,479,840.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer JOHN FLANAGAN, CHIEF EXECUTIVE OFFICER Type or print name and title	Date	
Paid Preparer Use Only	Print/Type preparer's name CORINNE TURCOTTE	Preparer's signature CORINNE TURCOTTE	Date 04/13/20
	Firm's name ▶ JAMES MOORE & CO., P.L.	Check if self-employed <input type="checkbox"/>	PTIN P01500189
	Firm's address ▶ 5931 NW 1ST PL GAINESVILLE, FL 32607-2063	Firm's EIN ▶ 59-3204548	Phone no. 352-378-1331

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: TAMPA BAY WORKFORCE ALLIANCE INC., PROVIDES JOB TRAINING AND EMPLOYMENT COUNSELING FOR THOSE INDIVIDUALS WHO NEED EMPLOYMENT, PROMOTES EMPLOYMENT FOR LOW-INCOME AND UNDEREMPLOYED INDIVIDUALS, AND ASSISTS WELFARE RECIPIENTS, DISABLED WORKERS, PERSONS AFFECTED BY

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 7,845,935. including grants of \$ 6,500.) (Revenue \$) WORKFORCE INNOVATION AND OPPORTUNITY ACT - STRIVES TO MEET THE NEEDS OF PARTICIPANTS IN GAINING SKILLS, TRAINING, WORK AND EXPERIENCE THAT WILL INCREASE PROGRAM PARTICIPANTS ABILITY TO OBTAIN SELF SUFFICIENCY.

4b (Code:) (Expenses \$ 3,782,314. including grants of \$ 264,075.) (Revenue \$) THE TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) PROGRAM - PROVIDES TEMPORARY FINANCIAL ASSISTANCE FOR PREGNANT WOMEN AND FAMILIES WITH ONE OR MORE DEPENDENT CHILDREN. TANF PROVIDES FINANCIAL ASSISTANCE TO HELP PAY FOR FOOD, SHELTER, UTILITIES, AND EXPENSES OTHER THAN MEDICAL.

4c (Code:) (Expenses \$ 1,336,556. including grants of \$) (Revenue \$) WAGNER-PEYSER ACT FUNDED WORKFORCE PREPARATION SERVICES - GENERAL WAGNER-PEYSER ACT FUNDED WORKFORCE PREPARATION SERVICES ARE AN INTEGRATED COMPONENT OF THE NATION'S ONE-STOP CAREER CENTER SYSTEM. THEY ARE COORDINATED WITH OTHER ADULT PROGRAMS UNDER THE WORKFORCE INVESTMENT ACT TO ENSURE THAT JOB SEEKERS, WORKERS, AND EMPLOYERS HAVE CONVENIENT AND COMPREHENSIVE ACCESS TO A FULL CONTINUUM OF WORKFORCE-RELATED SERVICES. THE MOST DISTINGUISHING FEATURE OF THE WAGNER-PEYSER EMPLOYMENT SERVICE IS THAT IT IS THE ONLY "UNIVERSALLY ACCESSIBLE" PUBLIC WORKFORCE PROGRAM.

4d Other program services (Describe in Schedule O.) (Expenses \$ 2,888,646. including grants of \$ 349,175.) (Revenue \$ 103,918.)

4e Total program service expenses 15,853,451.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b <i>If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?</i>		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	X	

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	X	
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		X
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19?	X	

Note. All Form 990 filers are required to complete Schedule O

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 130		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? 2b X	X	
Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)			
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year? 3a		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O 3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? 4a		X
b	If "Yes," enter the name of the foreign country: ▶ _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year? 5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction? 5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T? 5c		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions? 6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor? 7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided? 7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible property for which it was required to file Form 8282? 7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? 7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? 7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required? ... 7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C? 7h		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966? 9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12 10a		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders 11a		
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041? 12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? 13a		
Note. See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b		
c	Enter the amount of reserves on hand 13c		
14a	Did the organization receive any payments for indoor tanning services during the tax year? 14a		X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O 14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? 15		X
If "Yes," see instructions and file Form 4720, Schedule N.			
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? 16		X
If "Yes," complete Form 4720, Schedule O.			

Form 990 (2018)

832005 12-31-18

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 4 columns: Question, 1a, 1b, Yes, No. Rows include questions about voting members, family relationships, management delegation, and governance decisions.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 4 columns: Question, Yes, No. Rows include questions about local chapters, written policies, conflict of interest, whistleblower, and document retention policies.

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed NONE
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection.
19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records ANNA MUNRO - 813-397-2064 4902 EISENHOWER BLVD SOUTH STE 250, TAMPA, FL 33634

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) TOM R. ADERHOLD MEMBER	1.00	X					0.	0.	0.	
(2) MICHAEL BACH CHAIR-AD HOC	1.00	X					0.	0.	0.	
(3) LEERONE BENJAMIN MEMBER	1.00	X					0.	0.	0.	
(4) STEPHANIE T. BROWN-GILMORE MEMBER	1.00	X					0.	0.	0.	
(5) SEAN BUTLER CHAIR	1.00	X		X			0.	0.	0.	
(6) MICHELLE CALHOUN MEMBER	1.00	X					0.	0.	0.	
(7) GINGER CLARK SECRETARY	1.00	X		X			0.	0.	0.	
(8) JUDSON COOK MEMBER	1.00	X					0.	0.	0.	
(9) ROBERT C. COPPERSMITH MEMBER	1.00	X					0.	0.	0.	
(10) RICHARD E. CRANKER MEMBER	1.00	X					0.	0.	0.	
(11) GAIL FITZSIMMONS MEMBER	1.00	X					0.	0.	0.	
(12) ELIZABETH GUTIERREZ MEMBER	1.00	X					0.	0.	0.	
(13) RANDALL HASSEN MEMBER	1.00	X					0.	0.	0.	
(14) MIREYA HERNANDEZ MEMBER	1.00	X					0.	0.	0.	
(15) BENJAMIN HOM MEMBER	1.00	X					0.	0.	0.	
(16) JOHN T.R. HOWELL MEMBER	1.00	X					0.	0.	0.	
(17) LINDSEY KIMBALL MEMBER	1.00	X					0.	0.	0.	

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) RANDALL K. KING MEMBER	1.00	X						0.	0.	0.
(19) CALLY E. KUSHMER MEMBER	1.00	X						0.	0.	0.
(20) JASIEL LEGON MEMBER	1.00	X						0.	0.	0.
(21) APRIL MAY MEMBER	1.00	X						0.	0.	0.
(22) SANDRA L. MURMAN VICE CHAIR	1.00	X	X					0.	0.	0.
(23) DON NOBLE MEMBER	1.00	X						0.	0.	0.
(24) PAUL J. ORVOSH MEMBER	1.00	X						0.	0.	0.
(25) EARL RAHN MEMBER	1.00	X						0.	0.	0.
(26) MICHAEL K. RAMSEY CHAIR- WORKFORCE SOLUTIONS	1.00	X						0.	0.	0.
1b Sub-total								0.	0.	0.
c Total from continuation sheets to Part VII, Section A								779,958.	0.	0.
d Total (add lines 1b and 1c)								779,958.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **6**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
TRENAM KEMKER ATTORNEYS P.O. BOX 1072, TAMPA, FL 33601	LEGAL SERVICES	122,917.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **1**

SEE PART VII, SECTION A CONTINUATION SHEETS

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (check all that apply)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(27) YANINA ROSARIO MEMBER	1.00	X						0.	0.	0.
(28) SUZANNE L. SKIRATKO MEMBER	1.00	X						0.	0.	0.
(29) MICHAEL SMITH MEMBER	1.00	X						0.	0.	0.
(30) ROY D. SWEATMAN MEMBER	1.00	X						0.	0.	0.
(31) SOPHIA WEST CHAIR-FINANCE/AUDIT	1.00	X						0.	0.	0.
(32) JUDITTE DORCY INTERIM EXECUTIVE DIRECTOR	40.00			X				167,161.	0.	0.
(33) SHEILA DOYLE CFO	40.00			X				148,823.	0.	0.
(34) ANNA MUNRO DIRECTOR OF FISCAL COMPLIANCE	40.00			X				131,707.	0.	0.
(35) JOHN FLANAGAN CEO- AS OF 1/21/19	40.00			X				0.	0.	0.
(36) ALICE COBB HR DIRECTOR	40.00				X			108,285.	0.	0.
(37) MICHELLE SCHULTZ DEVELOPMENT DIRECTOR	40.00				X			122,324.	0.	0.
(38) JODY TONER CHIEF POLICY PERFORMANCE OFFICER	40.00				X			101,658.	0.	0.
Total to Part VII, Section A, line 1c								779,958.		

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	16,983,770.				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	8,004.				
	g Noncash contributions included in lines 1a-1f: \$						
	h Total. Add lines 1a-1f		16,991,774.				
Program Service Revenue	2 a	Business Code					
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		236.			236.	
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6 a Gross rents	(i) Real	(ii) Personal				
		b Less: rental expenses					
		c Rental income or (loss)					
		d Net rental income or (loss)					
	7 a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		b Less: cost or other basis and sales expenses					
		c Gain or (loss)					
		d Net gain or (loss)					
	8 a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	a					
		b Less: direct expenses	b				
		c Net income or (loss) from fundraising events					
	9 a Gross income from gaming activities. See Part IV, line 19	a					
		b Less: direct expenses	b				
		c Net income or (loss) from gaming activities					
	10 a Gross sales of inventory, less returns and allowances	a					
		b Less: cost of goods sold	b				
		c Net income or (loss) from sales of inventory					
Miscellaneous Revenue		Business Code					
11 a TICKET TO WORK	900099	92,418.	92,418.				
b OTHER REVENUE	900099	11,500.	11,500.				
c							
d All other revenue							
e Total. Add lines 11a-11d		103,918.					
12 Total revenue. See instructions		17,095,928.	103,918.	0.	236.		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...	619,750.	619,750.		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	548,836.	492,595.	56,241.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	6,965,126.	6,251,384.	713,742.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	253,889.	227,872.	26,017.	
9 Other employee benefits	117,280.	105,262.	12,018.	
10 Payroll taxes	586,159.	526,093.	60,066.	
11 Fees for services (non-employees):				
a Management				
b Legal	81,692.	60,414.	21,278.	
c Accounting	28,500.	21,077.	7,423.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	707,475.	523,201.	184,274.	
12 Advertising and promotion				
13 Office expenses	474,304.	425,700.	48,604.	
14 Information technology	135,553.	121,662.	13,891.	
15 Royalties				
16 Occupancy	1,257,846.	1,128,950.	128,896.	
17 Travel	134,340.	120,574.	13,766.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	56,877.	51,049.	5,828.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	207,762.		207,762.	
23 Insurance	82,486.	74,033.	8,453.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a CUSTOMER TRAINING	4,957,132.	4,957,132.		
b COMMUNITY OUTREACH	70,050.	62,872.	7,178.	
c STAFF TRAINING & EDUCAT	66,704.	59,869.	6,835.	
d LICENSES, DUES AND OTHE	25,727.	23,091.	2,636.	
e All other expenses	970.	871.	99.	
25 Total functional expenses. Add lines 1 through 24e	17,378,458.	15,853,451.	1,525,007.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	1,414,051.	1	2,241,041.
	2 Savings and temporary cash investments		2	318,111.
	3 Pledges and grants receivable, net	492,547.	3	758,939.
	4 Accounts receivable, net	100,904.	4	95,160.
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	402,851.	9	296,711.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 3,555,743.		
	b Less: accumulated depreciation	10b 2,840,800.	914,815.	10c 714,943.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 34)	3,325,168.	16	4,424,905.	
Liabilities	17 Accounts payable and accrued expenses	1,179,137.	17	1,867,452.
	18 Grants payable		18	
	19 Deferred revenue	383,661.	19	1,077,613.
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	1,562,798.	26	2,945,065.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	1,762,370.	27	1,479,840.
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances	1,762,370.	33	1,479,840.	
34 Total liabilities and net assets/fund balances	3,325,168.	34	4,424,905.	

Form 990 (2018)

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	17,095,928.
2	Total expenses (must equal Part IX, column (A), line 25)	2	17,378,458.
3	Revenue less expenses. Subtract line 2 from line 1	3	-282,530.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	1,762,370.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	1,479,840.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
1 Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	X	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	X	
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	X	

Form 990 (2018)

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

2018

Open to Public Inspection

Name of the organization **TAMPA BAY WORKFORCE ALLIANCE INC** Employer identification number **59-3655316**

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	19371850.	17213514.	20106160.	16851514.	16991774.	90534812.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	19371850.	17213514.	20106160.	16851514.	16991774.	90534812.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						90534812.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7 Amounts from line 4	19371850.	17213514.	20106160.	16851514.	16991774.	90534812.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	423.	165.	165.	175.	236.	1,164.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						90535976.
12 Gross receipts from related activities, etc. (see instructions)					12	618,897.
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f))	14	100.00	%
15 Public support percentage from 2017 Schedule A, Part II, line 14	15	99.46	%
16a 33 1/3% support test - 2018. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input checked="" type="checkbox"/>		
b 33 1/3% support test - 2017. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input type="checkbox"/>		
17a 10% -facts-and-circumstances test - 2018. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>		
b 10% -facts-and-circumstances test - 2017. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions	<input type="checkbox"/>		

Schedule A (Form 990 or 990-EZ) 2018

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

15 Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2017 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2018 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2017 Schedule A, Part III, line 17	18	%

- 19a 33 1/3% support tests - 2018.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization
- b 33 1/3% support tests - 2017.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

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Schedule A (Form 990 or 990-EZ) 2018

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11a		
b A family member of a person described in (a) above?		
11b		
c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2 Activities Test. Answer (a) and (b) below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
2a		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
2b		
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2018 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2018	(iii) Distributable Amount for 2018
1 Distributable amount for 2018 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2018 (reasonable cause required- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2018			
a From 2013			
b From 2014			
c From 2015			
d From 2016			
e From 2017			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2018 distributable amount			
i Carryover from 2013 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2018 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2018 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2019. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2014			
b Excess from 2015			
c Excess from 2016			
d Excess from 2017			
e Excess from 2018			

Schedule A (Form 990 or 990-EZ) 2018

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

DRAFT

Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
- ▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2018

Name of the organization

TAMPA BAY WORKFORCE ALLIANCE INC

Employer identification number

59-3655316

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization TAMPA BAY WORKFORCE ALLIANCE INC	Employer identification number 59-3655316
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	U.S. DEPARTMENT OF AGRICULTURE 1400 INDEPENDENCE AVENUE., S.W. WASHINGTON, DC 20250	\$ 735,706.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	U.S. DEPARTMENT OF LABOR 200 CONSTITUTION AVENUE, N.W. WASHINGTON, DC 20210	\$ 11,816,063.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES 200 INDEPENDENCE AVENUE, S.W. WASHINGTON, DC 20201	\$ 4,146,181.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
		\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization

Employer identification number

TAMPA BAY WORKFORCE ALLIANCE INC

59-3655316

Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____
	_____ _____ _____	\$ _____	_____

Name of organization TAMPA BAY WORKFORCE ALLIANCE INC	Employer identification number 59-3655316
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Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
_____ _____ _____		_____ _____ _____	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
_____ _____ _____		_____ _____ _____	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
_____ _____ _____		_____ _____ _____	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
_____	_____ _____ _____	_____ _____ _____	_____ _____ _____
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
_____ _____ _____		_____ _____ _____	

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization

TAMPA BAY WORKFORCE ALLIANCE INC

Employer identification number

59-3655316

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply). <input type="checkbox"/> Preservation of land for public use (e.g., recreation or education) <input type="checkbox"/> Preservation of a historically important land area <input type="checkbox"/> Protection of natural habitat <input type="checkbox"/> Preservation of a certified historic structure <input type="checkbox"/> Preservation of open space	
2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d
3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____	
4 Number of states where property subject to conservation easement is located ▶ _____	
5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____	
7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ _____	
8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.	

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.	
b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:	
(i) Revenue included on Form 990, Part VIII, line 1	▶ \$ _____
(ii) Assets included in Form 990, Part X	▶ \$ _____
2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:	
a Revenue included on Form 990, Part VIII, line 1	▶ \$ _____
b Assets included in Form 990, Part X	▶ \$ _____

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2018

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Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange programs
 - e Other _____

- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:

	Amount
c Beginning balance	1c
d Additions during the year	1d
e Distributions during the year	1e
f Ending balance	1f

- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment %
 - b Permanent endowment %
 - c Temporarily restricted endowment %
- The percentages on lines 2a, 2b, and 2c should equal 100%.

- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|--|---------------|----|
| (i) unrelated organizations | 3a(i) | |
| (ii) related organizations | 3a(ii) | |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? | 3b | |

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		2,409,327.	1,763,118.	646,209.
d Equipment		1,118,744.	1,055,270.	63,474.
e Other		27,672.	22,412.	5,260.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				714,943.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	17,103,908.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	7,980.
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	7,980.
3	Subtract line 2e from line 1	3	17,095,928.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5	17,095,928.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	17,386,438.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	7,980.
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	7,980.
3	Subtract line 2e from line 1	3	17,378,458.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	0.
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	17,378,458.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

TBWA FOLLOWS ACCOUNTING STANDARDS CODIFICATION TOPIC 740, INCOME TAXES

("ASC 740"). A COMPONENT OF THIS STANDARD PRESCRIBES A RECOGNITION AND

MEASUREMENT OF TAX POSITIONS TAKEN OR EXPECTED TO BE TAKEN IN A TAX

RETURN. FOR THOSE BENEFITS TO BE RECOGNIZED, A TAX POSITION MUST BE

MORE-LIKELY-THAN-NOT TO BE SUSTAINED UPON EXAMINATION BY TAXING

AUTHORITIES. TBWA'S POLICY IS TO RECOGNIZE INTEREST AND PENALTIES

ASSOCIATED WITH TAX POSITIONS UNDER THIS STANDARD AS A COMPONENT OF TAX

EXPENSE, AND NONE WERE RECOGNIZED SINCE THERE WAS NO MATERIAL IMPACT OF

THE APPLICATION OF THIS STANDARD FOR THE YEARS ENDED JUNE 30, 2019 AND

2018.

**Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States**
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for the latest information.

Name of the organization

TAMPA BAY WORKFORCE ALLIANCE INC

Employer identification number

59-3655316

Part I General Information on Grants and Assistance

1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? Yes No

2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
USF 4202 E. FOWLER AVENUE TAMPA, FL 33620	59-3102112	115(1)	74,150.	0.			PARTICIPANT EDUCATION AND TRAINING - TECH-HIRE
JUNIOR ACHIEVEMENT ONE EDUCATION WAY COLORADO SPRINGS, CO 80906	84-1267604	501(C)(3)	264,075.	0.			WORK RELATED TRAINING FOR PROGRAM PARTICIPANTS -STEM CONTRACT
BAYCARE 2985 DREW STREET CLEARWATER, FL 33682	59-2796965	501(C)(3)	151,275.	0.			WORK RELATED TRAINING FOR PROGRAM PARTICIPANTS - TECH HIRE
IBM ONE NEW ORCHARD ROAD ARMONK, NY 10504	13-0871985	501(C)(3)	59,850.	0.			PARTICIPANT EDUCATION AND TRAINING - TECH HIRE
TAMPA INNOVATION ALLIANCE P.O. BOX 82497 TAMPA, FL 33682	61-1692291	501(C)(3)	70,400.	0.			TRAINING FOR PARTICIPANTS - TECH HIRE

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table ▶ 5.

3 Enter total number of other organizations listed in the line 1 table ▶

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule I (Form 990) (2018)

Part III **Grants and Other Assistance to Domestic Individuals.** Complete if the organization answered "Yes" on Form 990, Part IV, line 22.
Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, oth

Part IV **Supplemental Information.** Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

PART I, LINE 2:

ALL OF THE GRANTS ARE REIMBURSEMENT BASED GRANTS. APPROPRIATE DOCUMENTATION THAT CONDITIONS HAVE BEEN MET PRIOR TO PAYMENT ARE REQUIRED FOR RECIPIENTS. THE DOCUMENTATION IS MONITORED AND AUDIT REPORTS ARE OBTAINED FOR GRANTEEES (SUBRECIPIENTS) THAT ARE REQUIRED TO HAVE AUDITS IN ACCORDANCE WITH THE INTERNAL GUIDANCE

**SCHEDULE J
(Form 990)**

Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
 ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
 ▶ Attach to Form 990.
 ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization

TAMPA BAY WORKFORCE ALLIANCE INC

Employer identification number

59-3655316

Part I Questions Regarding Compensation

	Yes	No
1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items. <input type="checkbox"/> First-class or charter travel <input type="checkbox"/> Travel for companions <input type="checkbox"/> Tax indemnification and gross-up payments <input type="checkbox"/> Discretionary spending account <input type="checkbox"/> Housing allowance or residence for personal use <input type="checkbox"/> Payments for business use of personal residence <input type="checkbox"/> Health or social club dues or initiation fees <input type="checkbox"/> Personal services (such as maid, chauffeur, chef)		
b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain	1b	
2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?	2	
3 Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III. <input type="checkbox"/> Compensation committee <input type="checkbox"/> Independent compensation consultant <input type="checkbox"/> Form 990 of other organizations <input type="checkbox"/> Written employment contract <input type="checkbox"/> Compensation survey or study <input checked="" type="checkbox"/> Approval by the board or compensation committee		
4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization: a Receive a severance payment or change-of-control payment?	4a	X
b Participate in, or receive payment from, a supplemental nonqualified retirement plan?	4b	X
c Participate in, or receive payment from, an equity-based compensation arrangement?	4c	X
If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.		
Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.		
5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of: a The organization?	5a	X
b Any related organization?	5b	X
If "Yes" on line 5a or 5b, describe in Part III.		
6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of: a The organization?	6a	X
b Any related organization?	6b	X
If "Yes" on line 6a or 6b, describe in Part III.		
7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III	7	X
8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III	8	X
9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?	9	

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2018

832111 10-26-18

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) JUDITTE DORCY INTERIM EXECUTIVE DIRECTOR	(i)	167,161.	0.	0.	0.	0.	167,161.	0.
	(ii)	0.	0.	0.	0.	0.	0.	0.
	(i)							
	(ii)							
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	(i)							
	(ii)							
	(i)							
	(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

Multiple horizontal lines for providing supplemental information.

DRAFT

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2018

Open to Public
Inspection

Name of the organization

TAMPA BAY WORKFORCE ALLIANCE INC

Employer identification number

59-3655316

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

TAMPA BAY WORKFORCE ALLIANCE INC., PROVIDES JOB TRAINING AND EMPLOYMENT
COUNSELING FOR THOSE INDIVIDUALS WHO NEED EMPLOYMENT, PROMOTES
EMPLOYMENT FOR LOW-INCOME AND UNDEREMPLOYED INDIVIDUALS, AND ASSISTS
WELFARE RECIPIENTS, DISABLED WORKERS, PERSONS AFFECTED BY LAYOFFS, AND
OTHER HARD-TO-PLACE WORKERS IN FINDING MEANINGFUL EMPLOYMENT. THE
ORGANIZATION ALSO PROVIDES BUSINESS CLIENT SERVICES TO INCLUDE EMPLOYEE
MATCHING ON THE JOB TRAINING, AND INCUMBENT WORKER TRAINING.

FORM 990, PART III, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

LAYOFFS, AND OTHER HARD-TO-PLACE WORKERS IN FINDING MEANINGFUL
EMPLOYMENT. THE ORGANIZATION ALSO PROVIDES BUSINESS CLIENT SERVICES TO
INCLUDE EMPLOYEE MATCHING ON THE JOB TRAINING, AND INCUMBENT WORKER
TRAINING.

FORM 990, PART III, LINE 4D, OTHER PROGRAM SERVICES:

OTHER PROGRAM SERVICES INCLUDE: THE SUPPLEMENTAL NUTRITION ASSISTANCE
PROGRAM, UNEMPLOYMENT AND REEMPLOYMENT PROGRAMS, TRADE ADJUSTMENT
ASSISTANCE, NATIONAL EMERGENCY GRANT PROGRAMS, ADULT EDUCATION AND H1B
SKILLS TRAINING GRANT PROGRAMS. ALL OF THESE PROGRAMS WERE IMPLEMENTED
TO ENHANCE THE EMPLOYMENT SKILLS AND THE EMPLOYABILITY OF THE
PARTICIPANTS.

EXPENSES \$ 2,888,646. INCLUDING GRANTS OF \$ 349,175. REVENUE \$ 103,918.

FORM 990, PART VI, SECTION B, LINE 11B:

A FINAL COPY OF FORM 990 WILL BE PROVIDED TO EACH VOTING MEMBER OF THE

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2018)

832211 10-10-18

Name of the organization

TAMPA BAY WORKFORCE ALLIANCE INC

Employer identification number

59-3655316

BOARD OF DIRECTORS BEFORE BEING FILED WITH THE INTERNAL REVENUE SERVICE.

FORM 990, PART VI, SECTION B, LINE 12C:

AT THE BEGINNING OF EACH BOARD MEETING, THE CONFLICT OF INTEREST POLICY IS REVIEWED FOR ALL BOARD MEMBERS.

FORM 990, PART VI, SECTION B, LINE 15:

COMPENSATION IS DETERMINED INDEPENDENTLY BY A REVIEW AND AN APPROVAL PROCESS. THIS IS APPROVED BY AN EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS.

FORM 990, PART VI, SECTION C, LINE 19:

THEY ARE PROVIDED UPON REQUEST VIA THE COMMUNICATIONS DEPARTMENT.

FORM 990, PART VII, SECTION A

PRIOR TO SEPTEMBER 1, 2018, WORKNET PINELLAS WAS THE EMPLOYER OF RECORD FOR TAMPA BAY WORKFORCE ALLIANCE, INC. ALL W-2S WERE FILED UNDER WORKNET PINELLAS (EIN #73-1678180) PRIOR TO 9/1/2018. SEVERAL OF THE EMPLOYEES LISTED IN FORM 990 PART VIIA, WORKED FOR BOTH ORGANIZATIONS AND HAD SALARIES THAT WERE ALLOCATED BETWEEN THE TWO ORGANIZATIONS.

A SCHEDULE OF EMPLOYEES THAT HAVE ALLOCATED SALARIES FOLLOWS:

ALICE COBB - WORKNET PINELLAS \$108,285; TAMPA BAY WORKFORCE ALLIANCE \$0; TOTAL \$108,285

JUDITTE DORCY - WORKNET PINELLAS \$109,290; TAMPA BAY WORKFORCE ALLIANCE \$57,871; TOTAL \$167,161

SHEILA DOYLE - WORKNET PINELLAS \$104,217; TAMPA BAY WORKFORCE ALLIANCE

Name of the organization TAMPA BAY WORKFORCE ALLIANCE INC	Employer identification number 59-3655316
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\$44,606; TOTAL \$148,823

ANNA MUNRO - WORKNET PINELLAS \$91,738; TAMPA BAY WORKFORCE ALLIANCE

\$39,969; TOTAL \$131,707

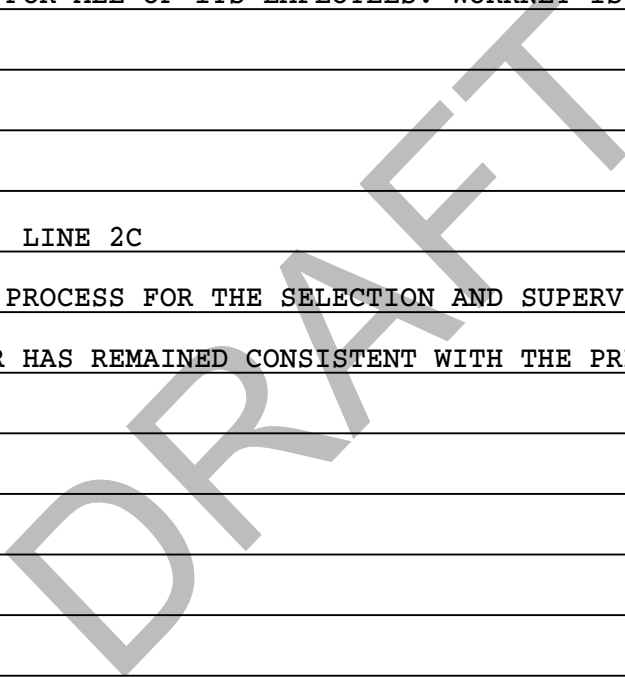
MICHELLE SCHULTZ - WORKNET PINELLAS \$66,449; TAMPA BAY WORKFORCE

ALLIANCE \$35,209; TOTAL \$101,658

**EFFECTIVE SEPTEMBER 1, 2018 TAMPA BAY WORKFORCE ALLIANCE BECAME THE
EMPLOYER OF RECORD FOR ALL OF ITS EMPLOYEES. WORKNET IS NOT A RELATED
ORGANIZATION.**

FORM 990, PART XII, LINE 2C

**THE ORGANIZATION'S PROCESS FOR THE SELECTION AND SUPERVISION OF THEIR
INDEPENDENT AUDITOR HAS REMAINED CONSISTENT WITH THE PREVIOUS YEAR.**





Action Item # 2

2020-2021 Planning Budget

Background

CareerSource Tampa Bay's (CSTB) 2020-2021 Planning Budget has been prepared based on preliminary allocations of our primary formula-based funding streams: Workforce Innovation and Opportunity Act (WIOA), Wagner-Peyser and Welfare Transition Program (WTP). These preliminary allocations were provided to the twenty-four Local Workforce Development Boards (LWDB) by the Department of Economic Opportunity (DEO) and are indicating level funding compared to the prior year. Estimates for other recurring funding sources have been based on prior year allocations. Carryforward amounts are estimated based on current available information and anticipated expenditures. A budget modification will be presented in the first quarter of FY2021 once all final allocations and carryforward amounts are known.

CSTB Board of Directors, along with, the Hillsborough Board of County Commissioner's (BOCC) are responsible for approval of the annual Planning Budget. The budget will go before the CSTB Board of Directors on May 21, 2020 and before the Hillsborough BOCC in early June for final approval.

2020-2021 Planning Budget Information

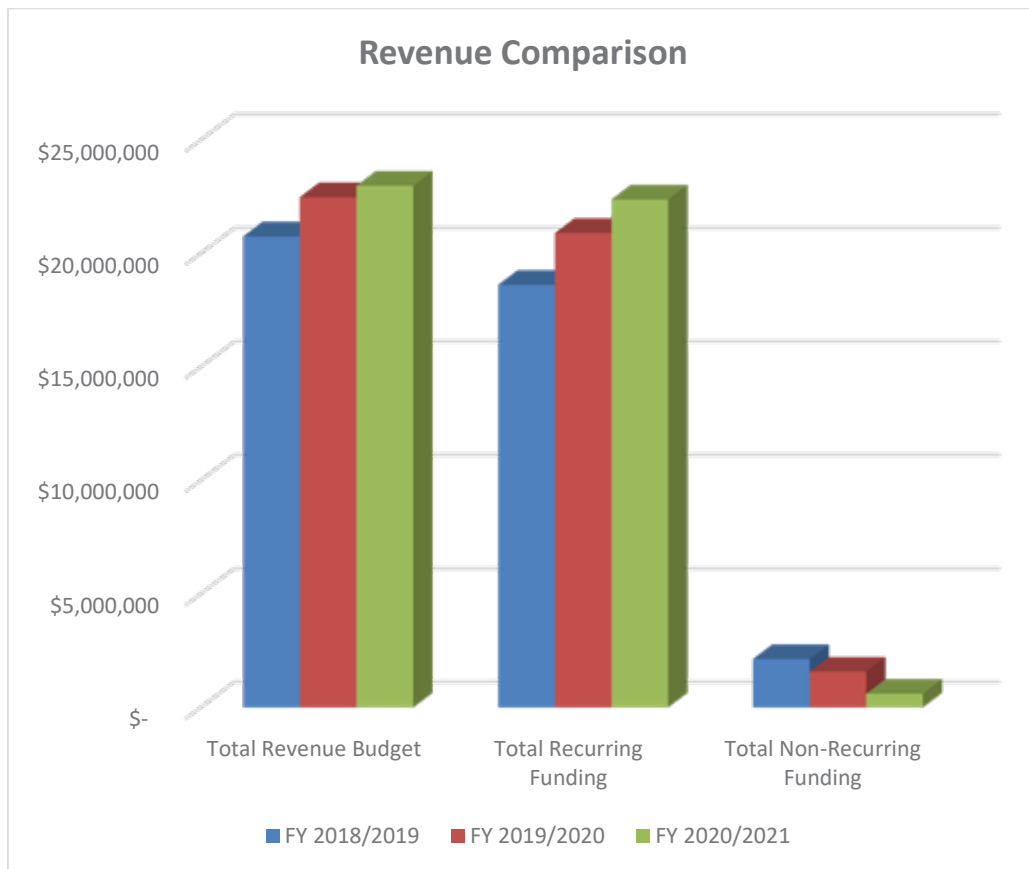
Revenue Budget

The total projected revenue for FY2021 is \$22,983,190, which includes \$8,403,000 in anticipated carryforward dollars. Overall, we are projecting an increase in revenues over the FY2020 preliminary budget of \$503,879.

Revenue Comparison

The below chart represents the comparison of the FY2021 projected revenues to the past two fiscal years recurring and non-recurring revenues. Recurring revenues have remained fairly consistent over the past several years. The increase noted in FY2021 is primarily related to the projected increase in carryforward funding. Non-recurring revenues have been trending downward as several direct grants are in the final phases of their grant cycle.

Fiscal Year	Total Revenue Budget	Total Recurring Funding	Total Non-Recurring Funding
FY 2018/2019	\$20,749,522	\$18,616,482	\$2,133,040
FY 2019/2020	\$22,479,311	\$20,902,311	\$1,577,000
FY 2020/2021	\$22,983,190	\$22,378,190	\$605,000



Recurring revenues consist of formula, needs based, and CareerSource Florida Board formula allocations provided annually to each of the twenty-four Local Workforce Development Boards within the State of Florida.

Recurring Funding

The recurring revenues by funding source with their funding basis and methodology are represented below:

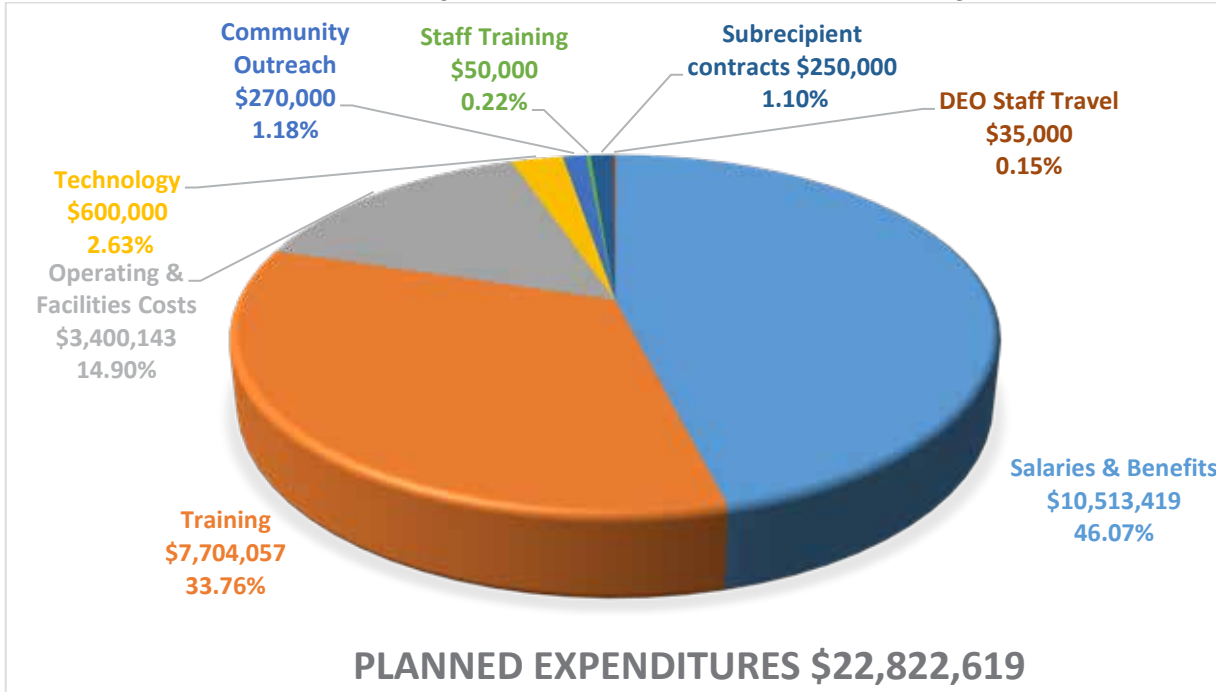
Recurring Funding		
Funding Source	Funding Basis	Funding Methodology
WIOA Adult	Federal Formula	Relative share of workforce, unemployment and poverty factors
WIOA Dislocated Worker	Federal Formula	Relative share of workforce, unemployment and poverty factors
WIOA Youth	Federal Formula	Relative share of workforce, unemployment and poverty factors
Wagner Peyser	CSF Board Formula Allocation	Relative share of workforce and unemployment
Veterans Programs	Needs based	Based on LWDB's staffing needs and related costs to support these positions
Supplemental Nutrition Assistance Program (SNAP)	Needs based	Based on LWDB's relative share of Able-Bodied Working adults without children receiving food stamps
Re-employment (UC)	CSF Board Formula Allocation	Based on LWDB's relative share of re-employment claims filed
Trade Adjustment Act (TAA)	Needs based	Based on number of workers in the local area that have been laid off or whose jobs have been threatened because of foreign trade or competition
Military Family	Needs based	Provided to select regions with larger populations of active duty military
Temporary Assistance for Needy Families (TANF)/Welfare Transition	CSF Board Formula Allocation	50% of allocation is based upon the LWDB's relative share of the number of children within households receiving food stamps. 50% based on relative share of TANF caseload
Re-employment Services & Eligibility Assessment (RESEA)	CSF Board Formula Allocation	Based on LWDB's relative share of re-employment claims filed

** CareerSource Florida (CSF) Funding methodology based on prior year data. Current year information will be available after CSF Finance Council meeting scheduled for June 3, 2020.

Planned Expenditures

The total projected expenditures for FY2021 are \$22,822,619. The below graph provides the categories of expenditures. The most significant projected expenditures are:

- Salaries and benefits – approx. \$10.5M or 46.0% of total budgeted expenditures. *Note: Approximately 95% of costs captured in the Business Service, Case Management, and Career Services cost pools are related to salaries & benefits. Approximately 75% of costs captured in the Indirect cost pool are related to salaries and benefits.*
- Participant & Work Based learning – approx. \$7.7M or 33.8% of total budgeted expenditures



The Planning Budget expenditures are broken down into three main categories: Program Services – Allocated, Program Services – Direct and Indirect Costs.

- **Program Services – Allocated** are pooled costs that are allocated to the various funding streams based on a specific driver (i.e. staff salaries, caseloads, etc.). The cost pools and their related expenditures consist of the following:
 - **Business Services Cost Pool** - expenditures in this cost pool are associated with the personnel and non-personnel costs related to Business Services staff. Business Services staff are responsible for developing business partnerships, promoting business training programs, and providing value-added workforce solutions. Expenditures include salaries, fringe benefits, travel, supplies, communications, and other operating costs.
 - **Case Management Cost Pool** – expenditures in this cost pool are associated with the personnel and non-personnel costs related to staff providing direct customer services. Program Services staff are responsible for case management, and job seeker training

programs. Expenditures include salaries, fringe benefits, travel, supplies, communications, and other operating costs.

- **Career Services Cost Pool** - expenditures in this cost pool are associated with personnel and non-personnel costs related to staff assisting customers in the various Career Center resource rooms. Career Service staff are responsible for providing basic career services including but not limited to, orientations, initial assessments and referrals to other partners and services. Expenditures include salaries, fringe benefits, travel, supplies, communications and other operating costs.
- **One Stop Operating/Facilities Costs** - expenditures in this cost pool are associated with the career centers. These costs include, rent, utilities, communications, supplies, etc. *Note: We currently have five One Stops located in Tampa, Brandon, Ruskin and Plant City.*
- **Technology** - expenditures in this cost pool are associated with the purchase of equipment, software and non-consumable supplies for the provision of the one stop services. These expenditures include furniture, computers, office equipment, network equipment, software licenses, equipment maintenance, IT Service provider, etc.
- **Community Outreach** - expenditures in this cost pool are associated with the outreach and marketing of one-stop services to the general public and employers. These expenditures include classified ads, printed materials, job fairs, employer seminars, and focus groups, as well as community event sponsorships, etc. Outreach activities that are specific to a program are directly charged to that program.
- **Program Staff Training & Professional Development** - expenditures in this cost pool are associated with various training and professional development activities for One Stop center staff. These expenditures include professional services, memberships, staff travel, supplies, etc.
- **Program Services – Direct** are those costs identifiable to a specific cost center or funding stream. Direct Program cost categories are as follows:
 - **Participant & Work Based Learning** – these are expenditures directly related to participants and/or employers. This includes, but is not limited to, Individual Training Accounts (ITA's), Supportive Services, On the Job Training (OJT), Paid Work Experience (PWE) and Incumbent Worker Training (IWT).
 - **Direct Grants & Special Projects – Salaries & Benefits** – these are expenditures related to staff working on grants or special projects outside of our general one-stop offerings. For the FY2021 budget this includes the DOL Tech Hire grant and Tampa Housing Authority Jobs Plus Initiative project.

- **Subrecipient Contracts** – this is related to payments made to subrecipients/subcontractors for services rendered under specific contract terms. For the FY2021 budget this includes the subrecipient for our STEM contract.
- **DEO Staff Travel** – these are expenditures related to travel for staff that are jointly managed with DEO and work out of our One Stop centers. DEO pays for their salaries and provides additional funding to cover these ancillary expenses.
- **Indirect Costs** - are pooled costs that are allocated to the various funding streams based on a specific driver (i.e. staff salaries, total expenditures, etc.). The pool and its related expenditures consist of the following:
 - Indirect expenditures are those associated with the personnel and non- personnel costs related to Board staff. Board staff are responsible for the planning, development, oversight and administrative functions of all programs funded through the Local Workforce Development Board. The board staff provides support services for the One-Stop System, including Management Information Systems, Facility Management, Community Outreach, One-Stop Staff training and development activities. Expenditures include personnel costs, travel, supplies, equipment, communications, facilities, and other related operating cost.

Recommendation

The Finance Committee recommends to approve the PY2021 Planning Budget in order to provide to the CSTB Board of Directors and Hillsborough BOCC for their approvals and allow for required submission to the State Workforce Board for review. Final approval will allow us to have the budget in place for the beginning of the new fiscal year starting July 1, 2020.

**CareerSource Tampa Bay
Planning Budget
Fiscal Year 2021 (July 2020-June 2021)**

	Workforce Innovation & Opportunity Act	Employment Services Programs	Welfare Transition Programs	Direct Grants & Special Projects	Budget FY 2020-2021	Budget FY 2019- 2020	Increase/ (Decrease) FY2021 & FY2020
Revenue:							
Fiscal Year 2021 New Allocations	7,526,479	2,183,046	4,200,665	670,000	14,580,190	14,167,140	413,050
Carryforward from Prior Year Allocations	7,078,000	540,000	400,000	385,000	8,403,000	8,312,171	90,829
Total Revenue	14,604,479	2,723,046	4,600,665	1,055,000	22,983,190	22,479,311	503,879
Expenditures:							
Program Services - Allocated Costs:							
Business Services	1,330,111	-	169,889	-	1,500,000	2,480,000	(980,000)
Case Management	3,713,868	481,976	1,416,800	429,407	6,042,051	5,370,515	671,536
Career Services	1,190,210	-	592,860	13,474	1,796,544	800,934	995,610
One Stop Operating/Facilities Costs	430,979	1,284,437	158,536	41,048	1,915,000	1,915,000	-
Technology	154,158	331,454	95,103	19,285	600,000	500,000	100,000
Community Outreach	110,621	115,947	42,796	636	270,000	300,000	(30,000)
Program Staff Training & Professional Development	23,263	15,292	7,925	3,520	50,000	50,000	-
Subtotal - Program Services Allocated	6,953,210	2,229,106	2,483,909	507,370	12,173,595	11,416,449	757,146
Program Services - Direct Costs:							
Participant & Work Based Learning	6,039,057	85,000	1,355,000	225,000	7,704,057	7,468,737	235,320
Direct Grants & Special Projects - Salaries & Benefits	-	-	-	195,512	195,512	384,066	(188,554)
Subrecipient Contracts	-	-	250,000	-	250,000	620,000	(370,000)
DEO Staff Travel	-	35,000	-	-	35,000	35,000	-
Subtotal - Program Services Direct	6,039,057	120,000	1,605,000	420,512	8,184,569	8,507,803	(323,234)
Total Program Service Costs:	12,992,267	2,349,106	4,088,909	927,882	20,358,164	19,924,252	433,912
Indirect Costs							
Indirect Costs	1,526,168	347,270	480,769	110,248	2,464,455	2,379,886	84,569
Total Indirect Costs	1,526,168	347,270	480,769	110,248	2,464,455	2,379,886	84,569
Total Expenditures	14,518,435	2,696,376	4,569,678	1,038,130	22,822,619	22,304,138	518,481
Unobligated Balance	86,044	26,670	30,987	16,870	160,571	175,173	(14,602)



Action Item # 3

Approval of the Mandatory Partner MOU

Background

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Workforce Development Board (LWDB), with the agreement of the Chief Elected Official, to develop and enter into a Memorandum of Understanding (MOU) between the LWDB and the One-Stop Mandatory Partners (Partners). WIOA Section 121(c) (g) and 34 CFR 463.500 requires that the MOU be reviewed and renewed not less than once in every 3-year period to ensure appropriate funding and effective delivery of services, and physical and programmatic accessibility.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Tampa Bay and the Partners and the actions to be taken by each to ensure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system. In addition, the MOU includes the Infrastructure funding Agreement which establishes a financial plan, including terms and conditions, to fund the services and operating costs of CareerSource Tampa Bay, as applicable.

Recommendation

Approval of the MOU for the period July 1, 2020 through June 30, 2021, with automatic renewal for two (2) successive one-year periods, from July 1 through June 30.



**MEMORANDUM OF UNDERSTANDING
BETWEEN
TAMPA BAY WORKFORCE ALLIANCE, INC. DBA CAREERSOURCE TAMPA BAY
AND ITS
MANDATORY PARTNERS**

THIS UMBRELLA MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between **TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CareerSource Tampa Bay**, a Florida non-profit corporation, headquartered at 4902 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634 (“CareerSource Tampa Bay”) and the **One-Stop Mandatory Partners** as described in Section V. Partners.

WINESSETH:

WHEREAS, this MOU is developed and executed by CareerSource Tampa Bay and the One Stop Mandatory Partners to document the roles and responsibilities of the Mandatory Partners for the One-Stop delivery system as required by section 121(c) of the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, this requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One- Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance; and

WHEREAS, the sharing and allocation of infrastructure costs among one-stop partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200; and

WHEREAS, CareerSource Tampa Bay previously entered in a separate Memorandum of Understanding with each Mandatory Partner that has automatically renewed each year unless otherwise terminated by either party; and

WHEREAS, CareerSource Tampa Bay and Mandatory Partners desire to enter into this Umbrella MOU to address the operations of the local one-stop delivery system, provision of programs and services, and apportionment of cost for all Mandatory Partners, as provided herein; and;

WHEREAS, this MOU requires the agreement and signature of the **HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS**, located at 601 E. Kennedy Boulevard, Tampa, Florida 33602 (“CEO”) per section 121(c) of WIOA; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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I. PARTIES

Parties to this agreement include CareerSource Tampa Bay and Mandatory Partners. The parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies.

II. PURPOSE

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource Tampa Bay and the Partner and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop system. In addition, the Infrastructure funding establishes a financial plan, including terms and conditions, to fund the services and operating costs of CareerSource Tampa Bay, as applicable.

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

III. LOCAL WORKFORCE SYSTEM

CareerSource Tampa Bay operates a workforce system that economically benefits job seekers and businesses. To this end, CareerSource Tampa Bay has adopted its Vision, Mission and Core Values:

Vision

CareerSource Tampa Bay will deliver workforce development service through integrated, job-driven system that links diverse talent to business. These workforce development services will support development of strong, vibrant location and regional economies where business thrive, and people want to live and work.

Mission

To connect employers with qualified, skilled talent and Hillsborough County residents with employment and career development opportunities to achieve economic prosperity.

Core Values

- ❖ **Accountability.** CareerSource Tampa Bay holds itself accountable for the quality and lasting results of our work and for the commitments we make to our participants, employers, partners, stakeholders, and each other.

- ❖ Customer Focused. CareerSource Tampa Bay has a passion to serve. CareerSource Tampa Bay’s team is committed to understanding the needs of its customers through a results-oriented approach known as concierge customer service.
- ❖ Collaboration. CareerSource Tampa Bay values and celebrates teamwork as evidenced through its strong emphasis on partnership, engagement, and community development.
- ❖ Innovation. CareerSource Tampa Bay goes beyond conventional ideas and approaches so new possibilities and creativity can flourish to ensure real and lasting positive changes.
- ❖ Integrity. CareerSource Tampa Bay maintains the highest standards of professional and ethical behavior, and values transparency and honesty in its communications, relationships and actions.

IV. CAREER CENTERS

CareerSource Tampa Bay has one (1) comprehensive center and four (4) affiliate sites that are designed to provide a full range of assistance to job seekers, workers and businesses under one roof. Established under the Workforce Investment Act of 1988 (WIA) and continued by the Workforce Innovation and Opportunity Act (WIOA).

Comprehensive Center

1. Tampa Center. 9215 N. Florida Avenue, Suite 101, Tampa, FL 33612

Affiliate Centers

1. Brandon Center. 9350 Bay Plaza Blvd., Suite 121, Tampa, FL 33619
2. Ruskin Center. 201 14th Ave., SE, Ruskin, FL 33570
3. Career Prep Center, 2605 N. 43rd Street, Tampa, FL 33605
4. Plant City Center. 307 N. Michigan Ave., Plant City, FL 33563

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V. PARTNERS

Mandatory Partners

Per WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405, a list of mandatory partners is as follows:

Co-located	Partner Organization	Partner Program	Authorization/Category
Yes	AARP Foundation	SCSEP	Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)
No	Division of Blind Services	Vocational Rehabilitation	State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV
No	Division of Vocational Rehabilitation	Vocational Rehabilitation	State Vocational Rehabilitation (VR) Services program authorized under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA title IV
Yes	Hillsborough County School Board	AEFLA	WIOA title II Adult Education and Family Literacy Act (AEFLA) Program
No	Hillsborough County School Board	CSBG	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)
No	Hillsborough County School Board	CTE (Carl Perkins)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)
No	Hillsborough County School Board	MSFW Program	National Farmworker Jobs Program (NFJP), WIOA Sec. 167
Yes	Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C
No	Tampa Bay Academy of Hope	REO Program	Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169
No	Tampa Bay Academy of Hope	YouthBuild	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Tampa Housing Authority	HUD Program	Employment and training activities carried out by the Department of Housing and Urban Development (HUD)

Additional One-Stop Partners

Other entities that carry out a workforce development program, including Federal, State, or Local programs and programs in the private sector, may serve as additional Partners in the American Job Center network if the LWDB and chief elected official(s) approve the entity's participation.

Additional Partners may include employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19), employment and training programs carried out by the Small Business Administration, Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4) and 2015(o)), Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732), programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 et seq.), and other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public libraries or in the private sector, programs providing transportation assistance, and programs providing services to individuals with substance abuse or mental health issues.

VI. ROLES AND RESPONSIBILITIES

All Parties

All parties to this agreement shall comply with:

- ❖ Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- ❖ Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- ❖ Section 504 of the Rehabilitation Act of 1973, as amended,
- ❖ The Americans with Disabilities Act of 1990 (Public Law 101-336),
- ❖ The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- ❖ Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
- ❖ The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- ❖ Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- ❖ The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- ❖ all amendments to each, and
- ❖ all requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- ❖ Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the [Partner Services](#) section below,
- ❖ Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers.

Partner Services

Each Partner commits to cross-training of staff, as appropriate, providing other professional learning opportunities that promote continuous quality improvement and further promote system integration to the maximum extent feasible (and permissible under state and federal law) through:

- ❖ Effective communication, information sharing, and collaboration with CareerSource Tampa Bay,
- ❖ Joint planning, policy development, and system design processes,
- ❖ Commitment to the joint mission, vision, goals, strategies, and performance measures,
- ❖ The use of the Partner Portal for common intake, assessment, referral, case management processes, and data sharing methods, as appropriate
- ❖ Leveraging of resources, including other public agency and non-profit organization services,
- ❖ Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction, and
- ❖ Participation in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.
- ❖ Coordinate with CareerSource Tampa Bay 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 Tampa Bay 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 CareerSource Tampa Bay for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida.
- ❖ Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop system.
- ❖ Provide feedback to CareerSource Tampa Bay management regarding the performance of the partnership, including its effectiveness and success.
- ❖ Participate in the quarterly career center partner meeting to provide updates on the partners' programs and procedures to CareerSource Tampa Bay staff.

CareerSource Tampa Bay

The CEO has designated CareerSource Tampa Bay to act as the administrative entity, grant recipient and fiscal agent for Hillsborough County. CareerSource Tampa Bay will perform the following functions:

- ❖ Review this MOU and solicit feedback from the Partner regarding improvements, changes, and/or additions. not less than once in every three-year period
- ❖ Coordinate with the Partner to provide access to workforce services and programs through the One-stop system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the One-stop system. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
- ❖ 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.
- ❖ 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.
- ❖ Maintain the statewide “CareerSource” branding of each center.
- ❖ Maintain and operate at least one comprehensive one-stop center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Friday (excluding holidays and emergency situations.)
- ❖ Provide an area for the Partner’s meetings and/or co-location as space permits.
- ❖ Provide monthly outcome numbers for performance data tracking from the Partner Portal.
- ❖ Model CareerSource core values and maintain a professional working environment.
- ❖ Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

Individual Partner Contribution of Services

AARP Foundation

Senior Community Service Employment Program (SCSEP). SCSEP is the nation's oldest program to help low-income, unemployed individuals aged 55+ find work.

AARP Foundation first matches eligible older job seekers with local nonprofits and public agencies so they can increase skills and build self-confidence, while earning a modest income. Based on their employment interests and goals, participants may also receive supportive services and skills training through an educational institution. Their SCSEP experience most often leads to permanent employment.

AARP Foundation’s SCSEP provides both community service and work-based training.

Working an average of 20 hours a week, older job seekers are paid the highest of federal, state or local minimum wage and are compensated by SCSEP directly. The job seekers are placed in a wide variety of community service activities at non-profit and public facilities like day care centers, senior centers, schools and hospitals. This on-the-job training experience can then be used as a bridge to find employment opportunities outside of the program.

Division of Blind Services

The Florida Division of Blind Services helps blind and visually impaired individuals achieve their goals and live their lives with as much independence and self-direction as possible. Division of Blind Services help blind and visually impaired Floridians achieve their goals and live productive and independent lives. The entity's offers Employer Services, Braille and Talking Books Library, and the Business Enterprise. Services are offered to infants and senior citizens.

Division of Vocational Rehabilitation

Vocational Rehabilitation (VR). VR is federal-state programs that helps people who have physical or mental disabilities get or keep a job. VR is committed to helping people with disabilities find meaningful careers.

In addition to the general customer employment program, VR has additional specific programs designed to help eligible people with disabilities become employed. Some of VR Services include:

- Medical and Psychological Assessment
- Vocational Evaluation and Planning
- Career Counseling and Guidance
- Training and Education After High School
- Job-Site Assessment and Accommodations
- Job Placement
- Job Coaching
- On-the-Job Training
- Supported Employment
- Assistive Technology and Devices
- Time-Limited Medical and/or Psychological Treatment

Hillsborough County School Board

Adult Education and Family Literacy Act (AEFLA). Adult Education Department is an integral component of Workforce Connections in Hillsborough County Public Schools. Adult education includes a wide range of instructional programs that help adults get the basic skills they need to be productive workers, family members, and citizens. The major program areas are Adult Basic Education, Adult High School and GED® Preparation, English for Speakers of Other Languages (ESOL), CARIBE Refugee Program, Citizenship, Family Literacy, Farmworker Career Development Program, Career Pathways and Volunteer Tutoring. These programs emphasize basic skills such as reading, writing, math, and English language competency. Adult education programs also help adult learners gain the knowledge and skills they need to enter and succeed in postsecondary education.

For more information call (813) 231-1907 to speak with a program advisor or visit the Adult and Career Services Center.

Community Services Block Grant (CSBG). Hillsborough County School Board is a recipient of CSBG funds passed through the Hillsborough County Board of County Commissioner, the grant recipient. These pass-through funds are used for adult continued education expenses including tuition, books, GED preparation, GED testing and other fees

The Hillsborough County Community Action Board provides recommendations for the development, planning, implementation, and evaluation of Community Services Block Grant funds and other programs that serve the low-income residents and communities of Hillsborough County.

CTE (Carl Perkins). Hillsborough County Public School District operates four technical colleges that offers over 35 postsecondary certificate programs that prepare students for employment in health careers, business marketing, industrial education and public service. This site allows you to explore our programs and list resources that could assist you with taking steps in preparing for “life after high school” or pursuing a new career.

The first step is career planning. This includes asking yourself tough questions; thinking about your strengths as an individual; discovering your interests; considering different types of jobs within an industry; and knowing where to obtain the necessary knowledge and skills. For more information call (813) 231-1907 to speak with a program advisor or visit the Adult and Career Services Center.

Lack of English language skills will not be a barrier to admission and participation. The district may assess each student’s ability to benefit from specific programs through placement tests and counseling, and, if necessary, will provide services or referrals to better prepare students for successful participation. The district prohibits discrimination in the terms and conditions of employment, and in access to educational programs and activities, as described in the Non-Discrimination Statement in the blue banner at the bottom of this page.

National Farmworkers Jobs Program. The Farmworkers Career Development Program (FCDP) is a grant funded program supporting local migrant and seasonal farmworkers. Eligible students are provided workforce training leading to year-round employment.

Job Corps

Job Corps. Job Corps is a no-cost education and vocational training program administered by the U.S. Department of Labor that helps young people ages 16-24 improve the quality of their lives by empowering them to get great jobs and become independent.

Job Corps' mission is to attract eligible young people, teach them the skills they need to become employable and independent and place them in meaningful jobs or further education.

Job Corps helps young people from disadvantaged backgrounds complete their high school education and trains them for meaningful careers so they can get a good start in the working world. Job Corps gives its students the opportunity to realize their full potential, gain new vocational and academic skills and become mature, responsible and productive adults. The program has trained and educated two million individuals in its 50-year history. Job Corps provides quality training and services by hiring compassionate, qualified staff. It also develops strategic partnerships with local and national employers and community service organizations. Currently, Job Corps serves approximately 60,000 youths annually through 123 Job Corps centers throughout the country.

Participants in the program are provided room and board while they work towards learning a trade, which can last up to two years. The program also helps students in completing their education

and gaining employment. Participants are paid a monthly allowance which varies depending on how long they remain in the program. The Job Corps also provides career counseling and transition support to its graduates. Approximately 90% of Job Corps graduates go on to careers in the private sector, enlist in the military, or move on to higher education or advanced training programs. Graduates receive transitional support services, including help locating housing, childcare, and transportation, for up to 12 months after they leave the program. Job Corps is committed to offering all students a safe, drug-free environment where they can take advantage of the resources provided. The Job Corps program is authorized by Title I-C of the Workforce Innovation and Opportunity Act of 2014.

Tampa Bay Academy of Hope

Reentry Employment Opportunities (REO). Tampa Bay Academy of Hope provides the reentry program using evidenced informed practices to assist returning citizens age 25 and over in transitioning back into the community by obtaining industry recognized credentials leading to sustainable employment. TBAH has identified those demand employment sectors in the community and created vocational training strategies for men and women previously incarcerated and released within 180 days or currently under supervision to improve workforce outcomes. In addition to vocational skills training, participants will receive case management, mentoring, life skills training, job placement assistance, mental and substance abuse services where necessary, and follow-up services.

Youthbuild. TBAH is a community-based alternative education program for youth between the ages 16 and 24 residing in Hillsborough County. The Youthbuild TBAH program simultaneously addresses several core issues important to low-income communities: affordable housing, education, employment, leadership development, and energy efficiency.

Tampa Housing Authority

Housing and Urban Development (HUD). The Tampa Housing Authority is committed to serving the community through the Program and Property Services (PPS) Job Development and Placement Program (JDPP). To that extent, the JDPP will provide supportive services relative to job development trainings to create neighborhood stabilization and sustainable communities. The services provided by the Job Development and Placement Program include Business Etiquette, Public Speaking also Employability Skills such as Resume Writing, Job Application Process, Interviewing Skills and other Job Readiness Services. The JDPP will provide effective job development training programs that will, provide services to over 3000 public housing residents and 8000 assisted housing (Section 8) tenants. Tampa Housing Authority (THA), Job Development and Placement Program (JDPP) will provide direct services or partner with a variety of community-based agencies, schools, and other non-profit organizations to provide employment training and education services and job placement services to residents. Employment training and education services are predominantly short-term with a job placement outcome. The Job Development and Placement Program has used the model below to provide employment service to the residents on our properties and in our communities. JDPP has provided various professional workshops to assist and prepare residents for meaningful employment. JDPP has built relationships with businesses and companies in and around the Tampa Bay community to assist us in our goal to serve. From these relationships with our employment partners several Job and Career Fairs have been hosted by JDPP as well as the companies themselves. These events have been hosted not only to provide employment opportunities but to also give the resident the

ultimate employment exposure, education and experience to help better prepare them for future employment opportunities.

VII. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-stop system. The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

- ❖ Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the CareerSource Tampa Bay One-Stop network, and
- ❖ Develop materials summarizing their program requirements and making them available for Partners and customers, and
- ❖ Develop and utilize common intake, eligibility determination, assessment, and registration forms using the Partner Portal, and
- ❖ Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs, and
- ❖ Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys, and
- ❖ Commit to robust and ongoing communication required for an effective referral process, and
- ❖ Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

VIII. ACCESSIBILITY

Accessibility to the services provided by CareerSource Tampa Bay and all Partner agencies is essential. Job seekers and businesses must be able to access all information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

Physical Accessibility

One-stop centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the latest standards of accessible design. Services will be available in a convenient, high traffic, and accessible location, taking into account reasonable distance from public transportation and adequate parking (including parking clearly marked for individuals with disabilities). Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Virtual Accessibility

CareerSource Tampa Bay will work with the State Workforce Development Board to ensure that job seekers and businesses have access to the same information online as they do in a physical facility. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. Partners will comply with the Plain Writing Act of 2010; the law that requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. Partners

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Mandatory Partner/CareerSource Tampa Bay MOU

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

should either have their own web presence via a website and/or the use of social media or work out a separate agreement with CareerSource Tampa Bay to post content through its website.

Programmatic Accessibility

All Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All Partners will cooperate with compliance monitoring that is conducted at the Local level to ensure that all CareerSource Tampa Bay programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter will be provided in real time or, if not available, within a reasonable timeframe to any customer with a language barrier. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices must be available to ensure physical and programmatic accessibility within region.

Communication Accessibility

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

IX. INFORMATION SHARING

Partners agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

All one-stop center and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs.

X. CONFIDENTIALITY

All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations. In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

Each Party will ensure that the collection and use of any information, systems, or records that contain PII and other personal or confidential information will be limited to purposes that support the programs and activities described in this MOU and will comply with applicable law.

Each Party will ensure that access to software systems and files under its control that contain PII or other personal or confidential information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described herein and will comply with applicable law. Each Party expressly agrees to take measures to ensure that no PII or other personal or confidential information is accessible by unauthorized individuals.

To the extent that confidential, private, or otherwise protected information needs to be shared amongst the Parties for the Parties' performance of their obligations under this MOU, and to the extent that such sharing is permitted by applicable law, the appropriate data sharing agreements will be created and required confidentiality and ethical certifications will be signed by authorized individuals. With respect to confidential unemployment insurance information, any such data sharing must comply with all of the requirements in 20 CFR Part 603, including but not limited to requirements for an agreement consistent with 20 CFR 603.10, payments of costs, and permissible disclosures.

With respect to the use and disclosure of FERPA-protected customer education records and the PII contained therein, any such data sharing agreement must comply with all of the requirements set forth in 20 U.S.C. § 1232g and 34 CFR Part 99.

With respect to the use and disclosure of personal information contained in VR records, any such data sharing agreement must comply with all of the requirements set forth in 34 CFR 361.38.

XI. MONITORING

CareerSource Tampa Bay, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- ❖ Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
- ❖ Those laws, regulations, and policies are enforced properly,
- ❖ Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- ❖ Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- ❖ Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- ❖ All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

XII. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this MOU certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender, gender identification and/or expression, race, color, creed, or national origin; (ii) sex or age, except when age or

sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

XIII. INDEMNIFICATION

All Parties to this MOU recognize the Partnership consists of various levels of government and not-for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other party, State or non-State, for the consequences of any act or omission of any third party. The Parties acknowledge CareerSource Tampa Bay has no responsibility and/or liability for any actions of the one-stop center employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CareerSource Tampa Bay. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28.

XIV. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

XV. TERM

WIOA Section 121(c) (g) and 34 CFR 463.500 requires that the MOU be reviewed and renewed not less than once in every 3-year period to ensure appropriate funding and effective delivery of services, and physical and programmatic accessibility.

This MOU shall be effective upon execution by all parties and approval by the CEO and shall cover services provided from July 1, 2020 through June 30, 2021, unless otherwise terminated as provided for herein..

This MOU will automatically renew for two (2) successive one year periods, from July 1 through June 30, unless otherwise terminated as provided herein.

XVI. SEVERABILITY

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten.

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Mandatory Partner/CareerSource Tampa Bay MOU

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XVII. MODIFICATION

Subject to CEO approval, this MOU may be modified through mutual consent of CareerSource Tampa Bay and the applicable Partner(s), given thirty (30) days advance notice in writing, except as provided elsewhere with respect to termination or withdrawal of a Partner.

Any modifications to the MOU must, to be valid, be in writing, signed, dated by the applicable Parties and appended to this original MOU. A modification of the MOU only requires parties to review and agree to the elements to the MOU that changed. A Modification will be effective once approved by CEO and CareerSource Tampa Bay.

Substantive changes will require modification to the MOU. Substantive change may include but is not limited to a change that significant alters the terms to this MOUs and addition or removal of a partner from this MOU. Non-substantive changes to the MOU, including but not limited to minor revisions to the One-Stop Operating budget of less than \$5,000 or adjustments made due to the reconciliation of budgeted cost will not require modification of the MOU.

As stated in the Infrastructure Funding section below, if an agreement of infrastructure costs is not reached upon completion of this MOU, an interim infrastructure agreement may be included until such time the infrastructure funding agreement is finalized. The infrastructure funding agreement shall be finalized within 6 months of the date the MOU is signed by the CEO. Once an infrastructure agreement is reached, CareerSource Tampa Bay and the applicable partner shall amend the MOU to include the infrastructure funding agreement. The Infrastructure agreement shall become an addendum to this MOU.

All Parties agree that modifications that do not affect all Parties need only be signed by the authorized representatives of CareerSource Tampa Bay and the affected Partner(s).

A modification to this MOU will be delivered via email or mail to the CEO and Partners.

XVIII. TERMINATION

This MOU will remain in effect until the end date specified in the Term section above. A Party may terminate this MOU prior to the end date, with cause upon thirty (30) days written notice, for any of the following reasons:

- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify CareerSource Tampa Bay as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the CareerSource Tampa Bay Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, CareerSource Tampa Bay will convene Parties to the MOU within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed.

XIV. 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.

XX. THIRD PARTY BENEFICIARY

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

XXI. GOVERNANCE

The accountability and responsibility for the One-stop system's organizational activity and accomplishments will rest with CareerSource Tampa Bay and the Hillsborough County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the local Board in partnership with the Chief Elected Official shall conduct oversight with respect to the One-stop system. Any dispute concerning the MOU will be resolved in accordance with CareerSource Tampa Bay's Grievance/Complaint and Hearing/Appeal Procedures QA-010.

XXII. DISPUTE RESOLUTION

It is central to the intent and purpose of this MOU that the parties will make every effort to maintain a positive working relationship, keep each party fully informed, and engage in ongoing dialogue and consultation in order to avoid disagreements, minimize the impact of any which may arise and resolve them collegially. All Parties are advised to actively participate in Local negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the dispute resolution process shall be followed as outlined below.

Dispute resolution shall be construed in accordance with the laws of the State of Florida. Any dispute arising from the terms of this Agreement is subject to the laws of Florida, venue in Hillsborough County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this Agreement. The following section details the dispute resolution process designed for use by the Partners when unable to successfully reach an agreement necessary to execute the MOU. A disagreement is considered to have reached the level of dispute resolution when an issue arises out of the development and negotiation of an MOU that is not easily coming to a point of resolution.

Dispute Resolution Process

It is the responsibility of CareerSource Tampa Bay's Chief Executive Officer to mediate the dispute. If that is not successful, the CareerSource Tampa Bay Chair (or designee) will coordinate the MOU dispute resolution to ensure that issues are being resolved appropriately. Any party to the MOU may seek resolution under this process.

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Mandatory Partner/CareerSource Tampa Bay MOU

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- A. The petitioner must send a notification to the CareerSource Tampa Bay Chair (or designee) and all Parties to the MOU regarding the conflict within 10 business days.
- B. The CareerSource Tampa Bay Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Tampa Bay Executive Committee. The Executive Committee shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present.
- C. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies.
- D. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure.
- E. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU.
- F. The CareerSource Tampa Bay Chair (or designee) will contact the petitioner and the appropriate Parties to verify that all are in agreement with the proposed resolution. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
- G. If a Partner has employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the funding, then an impasse is declared and the State Funding Mechanism (SFM) is triggered.

XXIII. ONE-STOP OPERATING BUDGET AND INFRASTRUCTURE FUNDING

The partners agree to enter into a One-Stop Operating Budget and Infrastructure Funding agreement as detailed in this section. The One-Stop Operating Budget and Infrastructure Funding agreement is a plan to share and allocate the costs of services and the operating costs, including infrastructure costs, among one-stop partners.

One-Stop Operating Budget

The One-Stop Operating budget is made up of infrastructure costs. The budget for the comprehensive center is presented below. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, including but not limited to:

1. Applicable facility costs (such as rent).
2. Costs of utilities and maintenance.
3. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
4. Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.
5. Local Workforce Development Boards (LWDB) may consider common identifier costs as costs of One-Stop Infrastructure. One example of a common identifier is the cost of signage for American Job Centers (AJC) or One-Stop centers(WIOA sec. 121(h)(4) and 20 CFR 678.700).

For purposes of equity and to allow predictability in budget planning, withdrawal, or reduction in the Partner square footage usage at the comprehensive center shall not relieve the Partner of the obligation to continue to support CareerSource Tampa Bay's budget through the remainder of the current budget year.

The projected annual budget is presented below.

Cost Category	Cost Item	Budget
Infrastructure Costs	Rent	\$ 839,503
Infrastructure Costs	Repairs & Maintenance	4,800
Infrastructure Costs	Security	3,137
Infrastructure Costs	Document Shredding	3,613
Infrastructure Costs	Office Supplies	12,538
Infrastructure Costs	Insurance - General Liability & Property	29,152
Infrastructure Costs	Copier lease	27,137
Infrastructure Costs	Postage lease	2,404
Infrastructure Costs	Internet	25,325
Infrastructure Costs	Phones	18,500
Infrastructure Costs	Fax lines	370
Infrastructure Costs	TDD/TTY lines	1,255
	Sub-total Infrastructure costs	967,734
Shared Services	Administrative & Shared Services (10%)	96,734
		\$ 1,064,468

Infrastructure Funding (IF)

1. Costs of the infrastructure of One-stop career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.
2. All Parties to this MOU recognize that infrastructure costs are applicable to all Mandatory Partners, whether they are physically located in the Comprehensive Center or not.
3. Infrastructure costs will be reviewed as necessary or at least once per year and may result in an adjustment to the Partner's proportionate share.
4. All Parties will actively participate in Infrastructure Funding negotiations in a good faith effort to reach agreement.
5. Dispute resolution. Dispute resolution shall be as described above in section **XXII. Dispute Resolution**.
6. If an agreement of infrastructure costs is not reached upon completion of this MOU, an interim infrastructure funding agreement may be included for a period of up to six months pursuant to 20 CFR 678.715(c). This MOU shall be modified to include the infrastructure funding agreement that is reached as described in section **XVII. Modification**.

Cost Allocation Methodology

Required One-Stop Center Partner's proportionate share of infrastructure costs must be calculated in accordance with Uniform Guidance and based on a reasonable cost allocation methodology. All Partners have agreed to provide access to their programs in the comprehensive center and contribute to infrastructure costs, as applicable. The Partners are linked virtually through online service access to a program staff member via the resource rooms and through cross-trained front desk staff and other, physically co-located Partner staff, who can provide information and referrals. CareerSource Tampa Bay selected the cost allocation basis to determine overall Partner contributions. This was done in effort to a)

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remedy the imbalance of non-physically represented Partners, and b) to comply with the requirement of the Partners' contribution to be in proportion to the Partners' use of the comprehensive center.

- Co-located Partners: The Partner programs physically located in the comprehensive center will have square footage as the cost allocation base. In addition, shared costs will also factor into the determination of the Partner's benefit/fair share of infrastructure costs.
- Non Co-located Partners: The Partner programs not physically located in the comprehensive center will have their benefit/fair share determined by the FTE equivalent to perform staff assisted services for co-enrollments with Wagner Peyser or WIOA Title I services.

Method to Determine Benefit

The chart below summarizes the partner programs and the cost allocation basis used to determine the relative benefit received:

Co-located	Partner Organization	Partner Program	Method to Determine Benefit/Allocation Base
Yes	AARP Foundation	SCSEP	Square footage
No	Division of Blind Services	Vocational Rehabilitation	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Division of Vocational Rehabilitation	Vocational Rehabilitation	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
Yes	Hillsborough County School Board	AEFLA	Square footage
No	Hillsborough County School Board	CSBG	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Hillsborough County School Board	CTE (Carl Perkins)	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Hillsborough County School Board	MSFW Program	#of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
Yes	Job Corps	Job Corps	Square footage
No	Tampa Bay Academy of Hope	REO Program	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Tampa Bay Academy of Hope	YouthBuild	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I
No	Tampa Housing Authority	HUD Program	# of co-enrollments with Wagner-Peyser staff assisted services & WIOA Title I

Partner Contribution

Each partner's contributions to Infrastructure Funding 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. The partners agree to cooperatively negotiate modifications based on changes in data and associated funding, as needed.

Co-located Partners – Annual Proportionate Share

For those Partner programs that are co-located at the comprehensive center, the determination of the Partner's relative benefit received will be based on occupied and common area square footage as well as shared infrastructure and administrative costs.

Partner Organization	Partner Program	Price per Sqft (1)	Total Sqft (2)	Partner Annual Proportionate Share (3)
AARP Foundation	SCSEP	\$12.60	340	\$4,284
Hillsborough County School Board	AEFLA	\$13.20	6,173	\$81,483.60
Job Corps	Job Corps	\$13.20	331	\$4,369.20

(1) Price per sqft is based on services used such as internet, phones, etc.

(2) Total sqft includes occupied and the partner's proportionate share of common areas. Common areas include bathroom, conference room, etc.

(3) The Partner's proportionate share is reviewed quarterly and may result in a revision as detailed in the Cost Reconciliation section below.

Non Co-located Partners – Annual Proportionate Share

For those Partner programs that are not co-located at the comprehensive center, the determination of the Partner's relative benefit received will be based on the CareerSource Tampa Bay full-time equivalent (FTE) to process co-enrollments with Wagner Peyser & WIOA Title I staff assisted services.

In addition, the Partner shall provide a minimum of 8 hours of training to appropriate CareerSource Tampa Bay career services and program staff at a date(s) and time(s) that is mutually beneficial to CareerSource Tampa Bay and Partner annually. The staff training outline will require approval by CareerSource Tampa Bay prior to training commencement. This cross-training is deemed necessary in order for appropriate referrals to be made by CareerSource Tampa Bay staff to the appropriate Partner program.

Partner Organization	Partner Program	Partner Annual Proportionate Share (1)	FTE (1)
Division of Blind Services	Vocational Rehabilitation	\$1,120	10% of 1 FTE
Division of Vocational Rehabilitation	Vocational Rehabilitation	\$1,120	10% of 1 FTE
Hillsborough County School Board	CSBG	\$1,120	10% of 1 FTE
Hillsborough County School Board	CTE (Carl Perkins)	\$1,120	10% of 1 FTE
Hillsborough County School Board	MSFW Program	\$1,120	10% of 1 FTE
Tampa Bay Academy of Hope	REO Program	\$1,120	10% of 1 FTE
Tampa Bay Academy of Hope	YouthBuild	\$1,120	10% of 1 FTE
Tampa Housing Authority	HUD Program	\$1,120	10% of 1 FTE

(1) The Partner's proportionate share is reviewed semi-annually and may result in a revision as detailed in the Cost Reconciliation section below.

A minimum of .10 of 1 FTE in CareerSource Tampa Bay staff assisted services will be assessed for each Partner. The FTE is calculated by taking the total operating budget of \$1,064,468 and dividing by 95, the number of CareerSource Tampa Bay staff located at the comprehensive center. The table below reflects the estimated annual value of an FTE based on the number of days of staff assisted services.

# of Days per Week	% of FTE	Annual Value of FTE Equivalent
½ day	10% of 1 FTE	\$1,120
1 day	20% of 1 FTE	\$2,241
2 days	40% of 1 FTE	\$4,482
3 days	60% of 1 FTE	\$6,723
4 days	80% of 1 FTE	\$8,964
5 days	100% or 1 FTE	\$11,205

Method of Funding Proportionate Share

A Partner may contribute cash, in-kind or a combination thereof to fund their proportionate share of infrastructure costs. CareerSource Tampa Bay will negotiate the method of funding with each Partner. The negotiation shall be completed by September 30th and will be appended to this MOU in accordance with section **XVII. Modification**.

The contribution will be remitted to CareerSource Tampa Bay as follows.

- Cash: Where a Partner shall contribute cash, Partner shall remit payment to CareerSource Tampa Bay at: 4902 Eisenhower Blvd., Suite 250, Tampa, FL 33634, Attention: Finance Department, no later than the due the dates specified below. CareerSource Tampa Bay will invoice the Partner prior to the due date.
- In-Kind: Where a Partner shall contribute In-kind, Partner shall email their in-kind schedule quarterly with supporting documents to Luna Clarke, Contracts Manager at Clarkel@careersourcetb.com no later than due dates specified below. Partner In-kind requires the prior approval of the CareerSource Tampa Bay Chief Financial Officer and shall follow the In-Kind guidelines as established by CareerSource Tampa Bay and federal guidelines.
- Due Date (if the due date falls on a weekend or holiday then it is due the following business day):
 - November 15th for July through September
 - February 15th for October through December
 - May 15th for January through March
 - August 15th for April through June

Cost Reconciliation

All Parties agree that a reconciliation of budgeted and actual costs will be completed in accordance with the following process to ensure compliance with federal Uniform Guidance and Cost Principles:

Co-located Partner

- CareerSource Tampa Bay shall compare the budgeted One Stop Operating costs to actual on a quarterly basis to determine the actual cost for the Partner for the quarter.
- CareerSource Tampa Bay shall email the Partner their updated pro-rated proportionate share by the following dates (if the date falls on a weekend or holiday it will be provided the following business day):
 - October 31st for July through September
 - January 31st for October through December
 - April 30th for January through March
 - July 31st for April through June

If the actual costs are lower than budgeted, the Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Partner's proportionate share will not change. CareerSource Tampa Bay will continue to monitor the costs throughout the year and will take into consider any fluctuations when determining subsequent year's proportionate share.

- Partners shall communicate any disputes with cost to Clarkel@careersourcetb.com within 7 days of notification of the revised proportionate share. CareerSource Tampa Bay will review the dispute and respond accordingly to the Partner within 10 days of receipt of notice of the Partner's dispute. When necessary, CareerSource Tampa Bay will modify the invoice upon resolution of the dispute.

Non Co-located Partners:

- Semiannually, by the due dates noted below, each Partner who is not co-located at the comprehensive center will email to Clarkel@careersourcetb.com customer information as agreed upon and permitted by the Partner Organization.

Due Dates (if the due date falls on a Saturday or Sunday, then it is due by the Monday that follows):

- January 10th for the period July through December
- July 10th for the period January through June

- Upon receipt of the above information, CareerSource Tampa Bay shall update the Partner's allocation base (ie, FTE equivalent), and apply the updated allocation base as described in the Cost Allocation Methodology section above, to determine the actual costs for the Partner. The Partners understand that the timeliness of CareerSource Tampa calculating the updated allocation base is contingent upon the timeliness of the Partner providing the information above.
- CareerSource Tampa Bay shall email the Partner their updated pro-rated proportionate share by the following dates (if the date falls on a Saturday or Sunday, then it will be provided the following Monday):
 - January 31st for the period July through December
 - July 31st for the period January through June

If the actual costs are lower than budgeted, the Partner's proportionate share shall be adjusted to actual. However, if the actual costs are higher than budgeted, the Partner's proportionate share will not change. CareerSource Tampa Bay will continue to monitor the costs throughout the year and will take into consider any fluctuations when determining subsequent year's proportionate share.

- Partners shall communicate any disputes with cost to Clarkel@careersourcetb.com within 7 days of notification of the revised proportionate share. CareerSource Tampa Bay will review the dispute and respond accordingly to the Partner within 10 days of receipt of notice of the Partner's dispute. When necessary, CareerSource Tampa Bay will modify the invoice upon resolution of the dispute.

XXIV. AUTHORITY AND SIGNATURES

Each party is certifying that they have read and understand the information contained in this MOU and that the individual has the legal authority to commit their respective organization to the terms of this MOU and do so by signature below.

This MOU will be executed in counterparts, each being considered an original, and the originals of which when taken together and bearing the signature of all parties to the agreement, shall constitute one and the same MOU. The MOU will not be considered executed until all parties have signed.

[Intentionally Left Blank]

AARP Foundation - Senior Community Service Employment Program

Signature

Print Name

Title

Date

Signature

Richard Corcoran
Print Name

Commissioner of Education
Title

Date

Signature

Robert Doyle
Print Name

Director of Division of Blind Services
Title

Date

Signature

Print Name

Title

Date

Hillsborough County School Board - Adult Education and Family Literacy Act, Carl Perkins and National Farmworker Jobs Program

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

Tampa Bay Academy of Hope - Re-entry Employment Opportunities (REO) and Youthbuild program

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

IN WITNESS WHEREOF, the Hillsborough Board of County Commissioners, the grant recipient of Community Services Block Grant (CSBG) funds, at the recommendation of the Hillsborough County Community Action Board, has approved use of CSBG funds to sub-contract with Hillsborough County Public Schools for use of these funds to cover adult continued education expenses including tuition, books, GED preparation, GED testing and other fees, for eligible Hillsborough County residents. The Hillsborough County Community Action Board provides recommendations for the development, planning, implementation, and evaluation of CSBG funds and other programs that serve the low-income residents and communities of Hillsborough County.

Additionally, this Memorandum of Understanding is the product of local discussion and negotiation, and is an agreement developed and executed between the Local Workforce Development Board, and the one-stop mandatory partners, with the agreement of the chief elected official and the one-stop mandatory partners, relating to the operation of the one-stop delivery system in the local area. See 34 CFR 463.500.

Chief Elected Official – Hillsborough Board of County Commissioners

Signature

Print Name

Title

Date



Action Item # 4

Request for Extension of Designation as a Direct Provider of Services

BACKGROUND

Since 2017, CareerSource Tampa Bay has been designated by CareerSource Florida to be a direct provider of services after we submitted an application which was approved by the Board, the Chief Elected Official for our local area and the Governor. CareerSource Tampa Bay will be submitting a request for a 3 year extension for the continuation of our designation as a direct provider of services for our local area.

CareerSource Tampa Bay plans on moving forward in the future with a target implementation date of 7/1/2021 with procurement of the following three key workforce operations: WIOA Adult and Dislocated Workers, Business Services and Career Services/One Stop Operator. It was our intent previously to outsource these three areas on 7/1/2020 however, our Board of Directors decided unanimously to cancel the RFP award process and procure at a later time. This decision was made due to the uncertainty of COVID-19 issues and our ability to do business, it was decided that it would be too much of a risk to move forward without having assurances when we would be open.

Once this decision goes into effect, CareerSource Tampa Bay will continue to provide direct services to WIOA Youth, TANF (Welfare Transition programs) and our Summer Job Connection program. As the CareerSource Tampa Bay Board makes decisions on this matter, we will continue to notify CareerSource Florida and DEO. the continuation of our designation as a direct provider of services for our local area. This plan was accepted and approved by CareerSource Florida.

CareerSource Florida and DEO recently sent each local area a memorandum requiring each to again declare its intentions to continue to be a direct provider of services and to submit a completed application for a 3-year extension which must be received by CareerSource Florida on an extended date no later than June 2nd 2020.

This application for CareerSource Tampa Bay to be designated as a direct provider of services for the period of July 1, 2017 through June 30, 2023 is attached for your review.

Recommendation

Approve the request to extend the designation of CareerSource Tampa Bay to serve as a direct provider of services through June 30, 2023.

REQUEST FOR
EXTENSION

LOCAL WORKFORCE AREA INFORMATION

Name of Local Area: CareerSource Tampa Bay
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LWDB Number: #15

Date of Submission: 6/3/2020

Contact Person Name: John Flanagan	Phone: 813.397.2024 Email Address: Flanaganj@careersourcetb.com
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AMENDMENT TO THE LOCAL WORKFORCE SERVICES PLAN

The Local Workforce Development Board seeks to extend its designation as a direct service provider of certain services by agreement of the Chief Elected Official and the Governor. This extension to the designation of the Local Workforce Development Board as a direct service provider of certain services is to be effective for the period July 1 2020 through June 30 2023.

The signatures below certify agreement to the request for extension submitted by the Local Workforce Development Board and the assurance that the Local Workforce Development Board will operate in accordance with this extension, its Workforce Service Plan, and applicable federal and state laws and regulations.

LOCAL WORKFORCE DEVELOPMENT BOARD CHAIRMAN

Name:	Title:
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Signature:	Date:
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LOCAL CHIEF ELECTED OFFICIAL

Name and Title:	County:
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Signature:	Date:
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Name and Title:	County:
Signature:	Date:



EXTENSION OF DESIGNATION REQUEST AS DIRECT SERVICES PROVIDER

As indicated in the attached statement of intent, CareerSource Tampa Bay, with the approval of the CareerSource Tampa Bay Board of Directors and the Hillsborough County Board of County Commissioners, submits the following extension of designation request to CareerSource Florida for approval.

This extension request follows the process outlined by DEO in their final guidance dated November 18, 2013 (FG OSPA-83) regarding Extension of Designation as Direct Provider of Workforce Services. That final guidance requires:

I. A review of how the provision of direct services during the prior period fit the business model that the local workforce development board (LWDB) proposed in its original request, and any proposed changes in the business model or the particular workforce services the LWDB intends to provide during the extension period.

- A. As a Direct Provider of Workforce Services, CareerSource Tampa Bay had established a business model that reflected CareerSource Florida's emphasis that each local workforce development board increase flexibility in their delivery of workforce programs and services, allowing for a swift response to both local and statewide demands, economic shifts and strategic priorities.

In order to meet CareerSource Florida's emphasis on flexibility as well as its unified plan goal that "Florida will have a business-led, market-responsive, results-oriented and integrated workforce development system", the Board of Directors of CareerSource Tampa Bay identified and adopted several specific goals that are included in its local plan. These goals drive the CareerSource Tampa Bay Board's business model and decisions; including the Board's and Chief Elected Official's original decision to seek approval to be a Direct Provider of Workforce Services and this subsequent decision to seek an extension of the designation.

CSTB believes it is important to develop a workforce with competitive and relevant skills, in order to accomplish this we must continue to facilitate communications among employers and job seekers by coordinating across post-secondary technical colleges, private institutions and universities, focusing on the needs of the employers, conducting outreach to current and future workers about the emerging job opportunities and helping individuals design their own career pathways.

The strengths of this local workforce board include established strategic alliances with key Stakeholders and the ability to continually explore other ways to leverage resources for services; the diversity of service offerings; ongoing partner support and goals alignment; and knowledgeable staff. Weaknesses identified include sharing of customer data between partner agencies and ensuring every staff is knowledgeable of all programs and services. Conducting quarterly meetings amongst mandatory and co-located partner agencies have

been beneficial in an effort to continuously expand the service capacity. The agenda items include discussion on partnership activities, identifying duplication of efforts, and data sharing. CSTB implements constant improvements to our workforce operations and service delivery in order to meet the demands of our customers, such as the focus of a virtual services platform in the near future.

In addition, the CareerSource Tampa Bay Board has consistently acted to maximize the ability of the local workforce development Board to respond effectively and efficiently to the demands of our customers, both employers and job seekers, within the workforce system in Hillsborough County. The original proposal to directly provide services and this request to extend that designation is a reflection of this position and a priority of the Board.

CareerSource Tampa Bay will deliver workforce development services through an job-driven system that links diverse talent to business. These workforce development services will support the development of strong, vibrant local and regional economies where businesses thrive and people want to live and work.

Our revitalized workforce system will be characterized by four critical hallmarks of excellence:

1. The needs of business, workers and job seekers drive workforce solutions.
2. The level of customer service to job seekers and employers through a focus on continuous improvement.
3. The support systems for strong local and regional economies and active role in community and workforce development.
4. The continuous improvement through evaluation, accountability, identification of best practices, and data driven decision-making.

CSTB has adopted the following core values for our organization:

1. Accountability - We hold ourselves accountable for the quality and lasting results of our work and for the commitments we make to our participants, employers, partners, stakeholders, and each other.
2. Customer Focused - We have a passion to serve. Our team is committed to understanding the needs of our customers through a results-oriented approach known as concierge customer service.
3. Collaboration - We value and celebrate teamwork, evident through our strong emphasis on partnership, engagement, and community development.
4. Innovation - We go beyond conventional ideas and approaches so new possibilities and creativity can flourish to ensure real and lasting positive changes.
5. Integrity - We maintain the highest standards of professional and ethical behavior, and we value transparency and honesty in our communications, relationships and actions.

Additionally, our new tagline is “Talent Meets Opportunity” and our strategic and operational priorities are centered around this focus.

CSTB continually seeks out opportunities within the region to develop workforce services agreements with partner organizations including community-based, faith based, and/or non-

profit organizations, as well as employment, education, and training programs that align with our vision, mission and strategic goals. Ongoing partnership development is paramount to our success by ensuring that we are sharing promising and proven practices by doing what is best for our communities to enhance the overall economic development.

The local area ensures that sector strategies are driven by industry through a strong regional collaboration with the Tampa Bay Partnership, Tampa Bay Economic Development Council, City of Tampa, Tampa Innovation Partnership, and the Florida High Tech Corridor. An analysis of the information technology, manufacturing, financial and shared services industries was performed to quantify the current and future demand for skill sets, so that a pipeline of talent could be developed to the area's most challenging to hire skill sets. Research included employer focus groups, interviews, and skill set surveys. The analysis sought to understand skill sets on the granular level at which hiring managers must make decisions. In addition to quantifying skill set gaps, recommendations were developed and are being implemented to address the gaps. Partnership infrastructure will be enhanced by the development and creation of pre-vocational training programs to address the needs identified by employers. Updates to this analysis, along with new strategies for closing the gaps identified, will continue periodically.

Furthermore, CSTB's business services model has shifted to focus on business engagement and attraction. Our structure incorporates industry experts, in the roles of Sector Strategists and Business Liaisons.

Sector Strategists:

- Hospitality/Retail/Tourism
- Transportation/Trades
- Manufacturing/Logistics
- Finance/Professional services
- Information Technology
- Healthcare/Life Sciences

Business Liaisons:

- Transportation/Trades and Hospitality/Retail/Tourism
- Healthcare and Manufacturing/Logistics
- Finance/Professional Services and Information Technology

II. The effective date for when the extension would begin.

- A. This extension is requested to be effective July 1, 2020.

III. The period of time, not to exceed three years that the LWDB will directly provide the service.

- A. This extension is requested to be effective July 1, 2020 and continue through June 30, 2023.

- B. CareerSource Tampa Bay plans on moving forward in the future with a target implementation date of 7/1/2021 with procurement of the following three key workforce operations: WIOA Adult and Dislocated Workers, Business Services and Career Services/One Stop Operator. It was our intent previously to outsource these three areas on 7/1/2020 however, our Board of Directors decided unanimously to cancel the RFP award process and procure at a later time. This decision was made due to the uncertainty of COVID-19 issues and our ability to do business, it was decided that it would be too much of a risk to move forward without having assurances when we would be open.

Once this decision goes into effect, CareerSource Tampa Bay will continue to provide direct services to WIOA Youth, TANF (Welfare Transition programs) and our Summer Job Connection program. As the CareerSource Tampa Bay Board makes decisions on this matter, we will continue to notify CareerSource Florida and DEO.

IV. A review of the LWDB's stated reason(s) in its previous request why the LWDB has decided to directly provide the workforce services, and an explanation of how it is still in the best interest of the LWDB's customers that the LWDB continue to provide these services.

- A. The CareerSource Tampa Bay Board is committed to meeting CareerSource Florida's challenges of increasing flexibility, responding quickly to economic shifts, and strategic priorities. This has been accomplished effectively and in a timely manner, as the Board has the ability to lead industry specific employment and training initiatives such as manufacturing, healthcare, IT, construction, and hospitality. CSTB is also leveraging online technology to improve service and efficiency to our job seekers and employers. With the designation as the Direct Provider of Workforce Services, CareerSource Tampa Bay has been able to work with our many partners in the area to better meet any new and/or changing needs of our business community and job seekers.
- B. CareerSource Tampa Bay estimates that it would cost approximately \$970,000 per program year in indirect and profit/management fees that would be charged by a third party if Workforce Services were outsourced to a third party. By providing direct services, the funds that would have been set aside for payment of third party indirect and profit/management fees can be used toward providing additional services that will benefit employers and job seekers.

V. A review of the effectiveness of the firewall established by the LWDB to clearly separate existing roles as oversight body for the region's workforce delivery system and its role as the operational services directly provided by the LWDB, and an explanation of changes to be made to the firewall.

- A. The CSTB Board has developed appropriate firewalls between staff providing services and staff responsible for oversight and internal programmatic monitoring of services. The same staff or department does not both provide services and oversee the provisions of those services. The Board's committee structure is described in CSTB's four-year WIOA plan with a full description of each committee's functions and the responsibilities. The committee structure is designed to allow the Board to exercise its responsibilities in a way that facilitates the Board performing its fiduciary, policy making, goal setting and oversight responsibilities. For example, the oversight of program development and implementation, as well as infrastructure, are

assigned to the One-Stop Committee, work-based training programs, in addition to agency marketing and branding fall under the Workforce Solutions Committee, and the oversight of budgeting and fiscal monitoring are all assigned to the Finance Committee. These committees report independently and make recommendations to the Executive Committee with the final approval and oversight falling to the Board of Directors. In addition, CSTB has a separate Audit Committee that includes members of the Hillsborough Board of County Commissioners and CSTB Board members that serve as an additional oversight committee.

An examination of the responsibilities of each board of CSTB committees demonstrates a deliberate, continuous pattern of identifying the needs of its customers and the community, the development of both short and long range goals, the establishment of measurement methods that allow the monitoring of the results of its programs, oversight of the services and overall program performance of the local area and the processing of the feedback thus acquired back into the planning process.

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

This results in the following:

1. All programs delivered by CSTB are formally monitored by Board program staff on an annual basis and are also subject to unannounced and random monitoring throughout the program year. The annual CSTB internal program monitoring schedule and monitoring activities are reported to the One-Stop Committee and the detailed reports are available for their review.
2. Programmatic monitoring will be handled in house by Board program staff. Internal programmatic monitors will not be the individuals delivering services in order to maintain the necessary separation and checks and balances. A Quality Assurance plan is also in place which requires monitoring on an ongoing basis by career center staff, to ensure that programmatic compliance is imbedded into daily operations.
3. Programmatic monitoring includes:
 - a. Staff training on the programmatic monitoring tools
 - b. Access tracking database with customized reports by program, by staff member
 - c. Compilation and delivery of a monitoring report within thirty (30) calendar days of the end of the monitoring
 - d. Development of a plan for corrective action(s) (if necessary)
 - e. Implementation of corrective action(s) in a timely manner.
- B. An audit of the financial books and records will continue to be performed annually by an independent CPA firm. CareerSource Tampa Bay has established a "firewall" that clearly separates and defines our existing role as the oversight body for LWDA 15's workforce delivery system through the continuous monitoring of program services by an internal Quality Assurance

team and external consultants.

Additionally, CareerSource Tampa Bay established a local policy on Board Conflict of Interest and Ethics and Transparency.

The following course of actions to establish a firewall that clearly separates the role of oversight versus our role as the managing board for operational services:

1. At least once per year monitoring of programs and financials by an external consulting firm.
 2. Require career center staff to participate in trainings, performance training, and other pertinent staff development activities.
 3. Maintain time-tracking system for board staff and career center staff that interfaces with the payroll and financial reporting system.
 4. Monitor programs to ensure allowable and timely expenditures
 5. Monitor monthly financial reports to ensure budget and regulatory compliance;
 6. Utilize cost reimbursement contracts to encourage optimal performance;
 7. Require career center program staff to perform extension file monitoring.
 8. Monitor career center operations and all subrecipients by internal monitoring staff;
 9. Internal monitoring of training providers and publishing a Consumer Report to determine “return on investment” of training funds.
 10. Internal monitoring of training providers on a quarterly basis and publishing a Consumer Report Card to determine “return on investment” of training funds.
 11. Yearly Board of Directors Retreat – National Association of Workforce Board CEO conducted training to board on roles and responsibilities.
 12. Established a new position responsible for all CareerSource Tampa Bay Policy Development. This staff conducts policy research, presents policy to the various committees, Executive Committee and then full Board of Directors for review and consideration for approval.
 13. Established a CSTB Policy and Procedure Development that outlines the minimum requirements for policy development, approval process, implementation, training and post-implementation analysis.
 14. Management Information System centralized department that conducts initial data entry and case closures for all WIOA funded enrollments and Welfare Transition JPR entries for the region.
 15. Posted all of our Board approved policies on the CSTB intranet.
- C. The business model now in place clearly separates administrative and oversight functions from the program and operating functions through CareerSource Tampa Bay’s Leadership Team which consists of the CEO, COO, CFO, and Chief Policy and Performance Officer. This Leadership Team along with the Directors set goals for the programs and program staff as well as each career center. Directors report to the leadership team on the operations of their programs and the career centers.

The Leadership team provides reports to the CSTB Committees and Board of Directors. Performance and financial audits/monitoring are shared with the Finance Committee, the One Stop Committee, the Workforce Solutions Committee, the Executive Committee and the full Board of

Directors providing oversight to these functions.

- D. As outlined above, in Section III B CareerSource Tampa Bay plans on moving forward in the future with a target implementation date of 7/1/2021 with procurement of the following three key workforce operations: WIOA Adult and Dislocated Workers, Business Services and Career Services/One Stop Operator. Once this decision goes into effect, CareerSource Tampa Bay will continue to provide direct services to WIOA Youth, TANF (Welfare Transition programs) and our Summer Job Connection program. As the CareerSource Tampa Bay Board makes decisions on this matter, we will continue to notify CareerSource Florida and DEO.

The establishment and adherence to these Board's practices provides a sufficient firewall between the Board of Directors of CSTB and the conduct of operations in this local area.

VI. An identification of the grant program(s) that fund the workforce service delivery Model:

- The grant programs that currently fund the workforce service delivery model include but are not limited to:
- Workforce Innovation and Opportunity Act (WIOA) Adult, Youth, and Dislocated Worker
- Temporary Assistance for Needy Families (TANF)
- Supplemental Nutrition Assistance Program, Employment & Training (SNAP)
- Reemployment Services and Eligibility Assessment (RESEA)
- Wagner-Peyser Employment Services (WP)
- Disabled Veterans Outreach Program (DVOP) - Jointly managed DEO & CSTB
- Local Veterans Employment Representative (LVER) - Jointly managed DEO & CSTB
- Wagner-Peyser (WP) Career Services- Jointly managed DEO & CSTB
- Trade Adjustment Assistance Training Services (TAA) – Jointly managed DEO & CSTB

VII. An analysis of the costs of the services that documents the actual reduction in costs with the LWDB providing the services rather than contracting that service to another provider, and an estimate of such costs and savings for the upcoming period.

- A. As stated above, the \$970,000 in cost savings is estimated for the third party indirect and profit/management fee that would be not paid as a continued service provider. This was calculated by taking the average third party indirect and profit rate of 15.47%* and multiplying that by the total 2021 estimated payroll costs of staff that would be outsourced.

* This rate was calculated by taking the average third party indirect and profit rate that would be charged by Providers who provide workforce services.

VIII. A review of any other realized improvement to service delivery and performance outcomes, and description of anticipated improvements.

- A. CareerSource Tampa Bay will continue to leverage technology and improve service efficiency and effectiveness as we move to a more virtual platform in the programs and services that we offer to our customers. Our goal is to increase its ability to reach customers who may have barriers such as

transportation and/or childcare issues that prevent them from fully participating at a CareerSource Center, CSTB will work to develop and implement alternative service delivery methods, such as virtual services or additional access points.

The Virtual One Stop Services include:

- Online assessment modules to evaluate job seeker interest and aptitude.
- Career exploration modules.
- Online orientation modules for CSTB programs and services.
- Training platform that strengthens the competences needed in career planning and professional development content.
- Comprehensive workshop module content that incorporates gamification principles and incentives to increase learner engagement and motivation.
- Mechanism where proficiency can be measured through competency-based quizzes.
- Resume development module that allows for flexibility to customize and publish to various employer matching systems.
- Mock interview module that allows for recording responses to common interview questions and critiquing by staff.
- Customized landing page to the LWDB region (complete with calendar of events, a course catalog, community space (forum), and LMS to house training courses and track data.
- Virtual Job Fairs
- Virtual Appointments
- WIOA Adult, Dislocated online application and enrollment portal
- WIOA Youth online application and enrollment portal
- Customized administrative dashboard reporting to track outcomes.

- B. CSTB will work to improve the business relationships with small medium and large employers in the region in industries that include such as healthcare/life sciences, manufacturing/logistics, information technology, finance/professional services, hospitality/retail/tourism, trades/transportation and military affairs.

The local area ensures that sector strategies lead to strategic alignment of service delivery systems by continuing to develop sector partnerships within various industries and assisting in regularly convening employers in the region's Business Associations Program.

- C. CSTB continues to host the Tampa Bay Regional Business & Education Summit. This event has been held for 11 years and is a highly anticipated annual event. This event brings together more than 250 business and educational leaders in one setting to focus on regional, specific industry needs. A summary report is generated measuring data on key indicators which is used as a baseline to monitor trends for the Tampa Bay region and will be developed annually. The region is committed to creating a high skilled and competitive workforce to meet the demands of businesses in order to keep our region competitive. To align the area with the Regional Business Plan for Economic Development and CareerSource Florida, CSTB chose the following targeted industries sectors for focused breakout sessions at the 2020 event:

- Finance/professional services
- Trades/transportation
- Hospitality/retail/tourism
- Manufacturing/logistics
- Information Technology
- Life sciences/healthcare
- Entrepreneurs
- Military Affairs

This event allows top business and educational leaders within each industry the opportunity to provide input and expand on the information collected throughout the year. Based on regional trends, the Business and Education Summit focuses on industries determined to be a priority within the year the event is held. LMI from all identified industry sectors is presented in separate breakout sessions. These breakout sessions will be led and discussion facilitated from an industry leader in the respective targeted industry sector. From the breakout sessions, LMI and survey information a yearly summary reports a developed to serve as a tool for the CSTB Board of Directors to remain cognizant of issues related to business and economic development.

IX. Documentation that the public was provided a meaningful opportunity for review and comment on the proposed extension for a period not less than 10 days. Any submitted comments must be included.

- A. CareerSource Tampa Bay will be posting a request for public comment on CareerSource Tampa Bay’s request for an extension of its designation as a Direct Provider of Workforce Services in Hillsborough County on the Board’s website (careersourcetampabay.com) on May 1, 2020 for 10 days. CareerSource Tampa Bay will also place a notice in the local paper advising the public of the same opportunity to comment.

See Attachment 1- Public Notice and comments

X. Documentation that the Chief Elected Official has agreed to the planned extension.

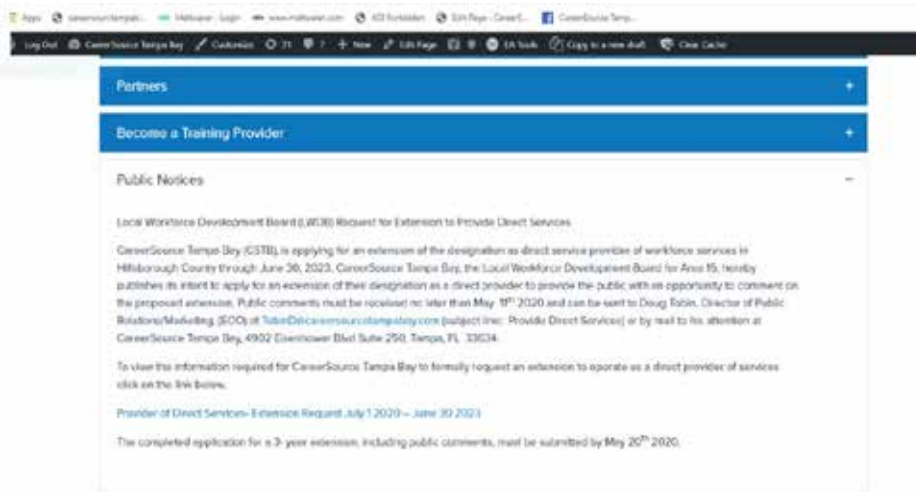
See Attachment 2 - Request for Extension

Attachment 1 – Public Notice and Comments

Public Notice on CareerSource Tampa Bay website and Tampa Bay Times newspaper.

Local Workforce Development Board (LWDB) Request for Extension to Provide Direct Services CareerSource Tampa Bay (CSTB), is applying for an extension of the designation as direct service provider of workforce services in Hillsborough County through June 30, 2023.

CareerSource Tampa Bay, the Local Workforce Development Board for Area 15, hereby published its intent to apply for an extension of their designation as a direct provider to provide the public with an opportunity to comment on the proposed extension for no less than 10 days from May 1st 2020 to May 13th 2020. **No public comments were received as of May 13th 2020 to Doug Tobin, Director of Public Relations/Marketing, (EOO) at TobinD@careersourcetampabay.com or by mail to CareerSource Tampa Bay, 4902 Eisenhower Blvd Suite 250, Tampa, FL 33634.**



REQUEST FOR EXTENSION TO PROVIDE DIRECT SERVICES

LWDB Number: [15](#) LWDB Name: [CareerSource Tampa Bay](#)

Contact Name: [John Flanagan, CEO](#)

Contact Phone Number: [813 397-2024](#)

The Local Workforce Development Board seeks to extend its designation as a direct service provider of certain services by agreement of the Chief Elected Official and the Governor. This extension to the designation of the Local Workforce Development Board as a direct service provider of certain services is to be effective for the period of July 1, 2020 through June 30, 2023.

The signatures below certify agreement to the request for extension submitted by the Local Workforce Development Board and the assurance that the Local Workforce Development Board will operate in accordance with this extension, its Workforce Services Plan, and applicable federal and state laws and regulations.

Chief Elected Official

Chairman, Local Workforce Board

Signature

Signature

Name, printed or typed

Name, printed or typed

Title

Title

Signature Date

Signature Date

Attachment 2



Action Item # 5

FY20-21 Board & Committee Schedule

Enclosed is proposed meeting schedule for fiscal year 2020-2021 for all Board and Committee



2020 - 2021 Schedule of Board & Committee Meetings

	July 2020	Aug. 2020	Sept. 2020	Oct. 2020	Nov. 2020	Dec. 2020	Jan. 2021	Feb. 2021	Mar. 2021	Apr. 2021	May 2021	June 2021
Board of Directors 11:00 a.m. – 12:30 p.m. 9215 N. Florida Ave., Tampa	16		17		19		21		18		20	
Executive Committee 11:00 a.m. – 12:00 p.m. 9215 N. Florida Ave., Tampa		20		15		17		18		15		15
Finance Committee 9:30 a.m. – 10:30 a.m. 4902 Eisenhower Blvd., Tampa	30	27		29			28	25		29	27	
Workforce Performance Committee 9:00 a.m. – 10:00 a.m. 9215 N. Florida Ave., Tampa		5			4			5			6	
Youth Development Committee 9:00 a.m. – 10:00 a.m. 9215 N. Florida Ave., Tampa		19			18			17			19	
Human Resource Committee 11:00 a.m. – 12:00 p.m. 9215 N. Florida Ave., Tampa			24						25			
Nominating Committee 11:00 a.m. – 12:00 p.m. 9215 N. Florida Ave., Tampa											TBA	

All Board & Committee meetings are conducted in accordance with the Florida Sunshine Law. If you are a person with disability who requires assistance to attend any of CareerSource Tampa Bay meetings, please contact Tammy Stahlgren at 813-397-2070.

If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Collaborate – Innovate – Lead

- All Meetings will be conducted in a virtual platform until we resume normal operations

Updated 5-13-2020

Recommendation:

CareerSource Tampa Bay recommends the approval of the FY 2020-2021 Board and Committee Meeting schedule.



Action Item # 6

2020 – 2021 Board Officers

Background:

On May 13, 2020 the Ad Hoc Nominating Committee met to discuss 2020-2021 Board Officers. Board Officer nominations followed the recently approved By-Laws.

A list of nominees was presented for consideration. After much discussion and taking into consideration their experiences and expertise, the slate of nominees noted below were approved for Board of Director approval. The Ad Hoc Nominating Committee discussed alternates; in the event the nominee is not able to serve.

Officers	2020 – 2021
Chair	Ben Hom
Vice Chair	Michael Bach
2 nd Vice Chair	Commissioner Sandra Murman
Treasurer	Don Noble
Secretary	Sophia West

RECOMMENDATION

The Nominating committee is recommending that the Board of Directors approve the proposed slate of officers for Program Year 2020-2021.



Action Item # 7

Training Provider Performance Thresholds

Per WIOA Section 122(b)(3), a Local Board, through local policy, may establish additional criteria and required information for program eligibility within its Local Area. This may include setting required levels of performance as criteria for training providers (and their programs) to become or remain eligible to provide training services programs in that Local Board's particular Local Area.

On October 10, 2018, the Workforce Solutions Committee approved the additional Training Provider requirements effective July 1, 2019. On November 15, 2018 the Board of Directors approved the additional Training Provider requirements effective July 1, 2019. CareerSource Tampa Bay added the following training provider performance requirements in order to maintain continued eligibility:

- a) **Employment Rate.** Each program will maintain a 70% rate of employment for all students that received CSTB funding assistance. This rate will be inclusive of those that did not complete training. Under this requirement both full and part time employment and employment outside the field of training will be considered as a positive outcome. Employment rate is measured by those who gain jobs within 180 days of the completion of training.
- b) **Completion rate.** Each program completion will maintain a 65% completion rate per training program.
- c) **Wage Rate.** Currently, each training program must meet the minimum entry level wage rate in effect for the applicable period. This wage rate is adjusted annually by the State based on the Florida Price Index in effect for CSTB or otherwise established by CSTB Board of Directors.

Training providers who fail to meet the established annual performance thresholds for individual training programs will be placed on one (1) year probation.

Recommendation:

Staff is recommending a moratorium on the Training Provider Performance Thresholds due to the current COVID-19 pandemic and national unemployment crisis. We are recommending that we continue to track the performance but not recommend removal of any Training Provider for failure to meet given the current circumstance and the uncertainty for how long the unemployment rate may continue to increase.



Action Item # 8

2020 – 2021 Workforce Performance Committee Goals

GOAL 1: PROVIDE JOB SEEKERS WITH EXPANDED ACCESS TO EMPLOYMENT AND TRAINING SERVICES.

Objective 1: Provide a wide range of workforce resources to job seekers.

- Support open access to the Resource Room, materials, and maintain qualified staff to meet the needs of local job seekers.
- Promote CareerSource Specialized Programs and Services to all job seekers.

Objective 2: Maximize the use of technology and online services to meet job seeker needs.

- Identify virtual services platform to promote robust services to job seekers and employers.
- Explore options to implement a multi-channel contact center as an enhanced communication strategy to handle inbound calls, text messaging and web chat services.
- Support Employability Skills Workshops and virtual workshops for job seekers in multiple media.
- Improve the effectiveness of partnerships through technology, such as electronic referrals through the One Stop Partner Portal.

GOAL 2: PROVIDE A SKILLED WORKFORCE BY DELIVERING EFFECTIVE WORKFORCE TRAINING PROGRAMS ALIGNED WITH DEMAND INDUSTRY SECTORS.

Objective 1: Increase participation in Occupational Skills Training (OST).

- Enroll job seekers into training programs that lead to careers in targeted occupations with an emphasis on career laddering opportunities in the following industries CSTB targeted industries:
 - Healthcare
 - Manufacturing
 - Information Technology
 - Financial & Professional Services
 - Trades/Construction
 - Hospitality

Objective 2: Identify training opportunities for targeted industries.

Objective 3: On an annual basis, develop a Regional Targeted Occupations List comprised of LMI, key input from board member's, employers, training institutions and stakeholders to meet organizational needs.

Objective 4: Increase enrollments in Apprenticeship and Pre-Apprenticeship Programs through Department of Education and Industry recognized models.

- Establish an Apprenticeship team to identify additional partnership opportunities and build referrals.
- Promote apprenticeship training and pre-apprenticeship programs to prepare job seekers for career opportunities.

GOAL 3: DEVELOP & DELIVER EFFECTIVE EMPLOYER BASED WORKFORCE PROGRAMS.

Objective 1: Increase participation in the On the Job Training (OJT) and Paid Work Experience (PWE) programs.

Objective 2: Encourage employer involvement in the Local Incumbent Worker Training (IWT) programs.

Objective 3: Encourage employer participation in the Industry Registered Apprenticeship Programs (IRAPs).

Objective 4: Provide workforce resources to employers.

Objective 5: Host employer focused, and sponsored events based on trends and interest.

GOAL 4: EFFECTIVELY MANAGE KEY WORKFORCE DEVELOPMENT PERFORMANCE.

Objective 1: Manage workforce development performance through monitoring and analysis of critical performance reports.

- Monitor local key performance measures as defined by the CSTB Board of Directors through the Performance Dashboard Report.
- Routinely review and analyze the internal Performance Watch Reports by Departments.
- Review CareerSource Florida's established Continuous Improvement Performance (CIP) Initiative.
- Analyze federal level WIOA Primary Indicators of Performance on a quarterly basis and benchmark against other metro LWDB's.

- Analyze all programmatic monitoring to include internal, contracted board, DEO or external monitoring such as USDOL.

Objective 2: Evaluate the effectiveness of programs/services.

- Utilize a variety of methods to evaluate customer satisfaction for employers and job seekers and gather feedback for evaluation and continuous process improvement.
- Review and analyze approved training program performance quarterly to ensure customer success and quality training program opportunities.
- Analyze Wagner Peyser customer demographics on a bi-annual basis to include: age, ethnicity, educational levels, special populations, etc.

Objective 3: Generate unrestricted funds for the region through programs such as: Department of Health Tobacco Free Florida and Ticket-to Work Program.

GOAL 5: EFFECTIVELY MARKET AND BRAND SERVICES AND PROGRAMS

Objective 1: Develop effective strategies and outreach materials to market various programs.



Action Item # 9

Interlocal Agreement between Hillsborough County and CareerSource Tampa Bay

Background:

The Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (WIOA) authorizes expenditures of federal funds for workforce development programs in the areas of the state designated by the Governor as a Local Workforce Development Area. Chapter 445, Florida Statutes, the Workforce Innovation Act of 2000 further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas.

Hillsborough County, Florida has been designated by the Governor of the State of Florida as a Local Workforce Development Area. WIOA and the Workforce Innovation Act require the chief local elected official (LEO) of each designated Local Workforce Development Area to establish a workforce development board and to appoint its members. CSTB has been established as the local workforce development board for Hillsborough County.

Hillsborough County Board of County Commissioners (CEO) and CareerSource Tampa Bay (CSTB) entered into a Interlocal Agreement dated March 23, 2016 (BOCC 16-0310), which was modified June 19, 2019 (BOCC 19-0679), August 21, 2019 (BOCC 19-0860) and September 18, 2019 (BOCC 19-0987), defining the respective duties and responsibilities of the CEO and CareerSource Tampa Bay.

Information:

Hillsborough County has provided the Interlocal Agreement for the period July 1, 2020 through June 30, 2021, with changes redlined. The terms and conditions of the Interlocal agreement are substantially the same except for additional language as described in Article 5.4. The Interlocal agreement has been reviewed by CSTB's general counsel.

Recommendation:

Approval of Interlocal Agreement between Hillsborough County and CareerSource Tampa Bay for the period July 1, 2020 through June 30, 2021.

**AGREEMENT
BY AND BETWEEN
HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
AND
TAMPA BAY WORKFORCE ALLIANCE, INC.,
d/b/a CAREERSOURCE TAMPA BAY,
A Florida Non-Profit Corporation**

THIS AGREEMENT (“Agreement”) is entered into by and between **HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS**, located at 601 E. Kennedy Boulevard, Tampa, Florida 33602 (“Chief Elected Officials”) and **TAMPA BAY WORKFORCE ALLIANCE, INC., d/b/a CareerSource Tampa Bay**, a Florida non-profit corporation, headquartered at 4902 Eisenhower Boulevard, Suite 250, Tampa, Florida 33634 (“CSTB”).

WITNESSETH:

WHEREAS, the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (“WIOA”) authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Local Workforce Development Area (“Local Area”); and

WHEREAS, the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, (“Florida WIA”), further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, Hillsborough County, Florida has been designated by the Governor of the State of Florida as a Local Area; and

WHEREAS, the WIOA and Florida WIA (“Acts”) require the Chief Elected Officials (“CEO”) of each designated Local Area to establish a Local Workforce Development Board (“LWDB”) and to appoint its members; and

WHEREAS, CSTB has requested and received certification as the LWDB for Region 15 by CareerSource Florida, Inc., the State of Florida Workforce Development Board; and

WHEREAS, the CEO and CSTB previously entered into an Agreement dated March 23, 2016 (BOCC 16-0310), which was modified June 19, 2019 (BOCC 19-0679), August 21, 2019 (BOCC 19-0860) and September 18, 2019 (BOCC 19-0987), defining their respective duties and responsibilities for the administration and operation of workforce development programs within the Local Area; and

WHEREAS, CSTB will perform multiple functions within the Local Area, this Agreement clarifies how CSTB will carry out these functions in accordance with the Acts, demonstrate internal controls and prevent conflicts of interest; and

WHEREAS, the CEO and CSTB desire to renew the Agreement which defines the scope of this relationship and their respective duties and responsibilities, as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I **DEFINITIONS**

1.1 For purposes of this Agreement the following terms shall have the meanings ascribed to them below:

- (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) “Administrative Entity” shall mean and refer to the entity designated to provide and serve as support staff to the LWDB to perform duties such as, but not limited to, administration of the Local Area Workforce Plan, responsible for the allocation of funds, the delivery of performance measured against program objectives, making programmatic decisions, assuring program compliance, ensuring funds are spent in accordance with applicable laws, and operation/management of LWDB contracts, sub-recipient agreements and the one-stop career center(s). CSTB has been designated as the Administrative Entity;
- (c) Chief Elected Officials (“CEO”) shall mean and refer to the “chief elected officials” of the unit of government for the Local Workforce Development Area, the Hillsborough Board of County Commissioners;
- (d) “County” shall mean and refer to the Hillsborough County Government Administration and Staff;
- (e) “DEO” shall mean and refer to the Florida Department of Economic Opportunity;
- (f) “Fiscal Agent” shall mean and refer to the entity designated to receive and disburse workforce development funds under sub-agreement directly with DEO. It is responsible and accountable for management of all workforce development funds made available to the Local Area. It may also procure, negotiate and manage contracts. CSTB has been designated as the Fiscal Agent;
- (g) “Florida WIA” shall mean and refer to the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes;
- (h) “Local Grant Recipient” shall mean and refer to the Chief Elected Officials (“CEO”);
- (i) “Local Grant Sub-Recipient” shall mean and refer to the Fiscal Agent;
- (j) Local Workforce Development Area (“Local Area”) shall mean and refer to a jurisdiction for the administration of workforce development activities and execution of adult, dislocated worker, and youth funds allocated by the State. A jurisdiction must be designated as a Local Area by the Governor in order for the jurisdiction to receive adult, dislocated worker, and youth funding under Title I, subtitle B of WIOA;

- (k) Local Workforce Development Board (“LWDB”) shall mean and refer to the appointees by the CEO who, in partnership with the CEO, sets policy for the portion of the statewide workforce development system in the Local Workforce Development Area;
- (l) “LWDB Staff” or “Staff to the LWDB” shall mean and refer to the Administrative Entity;
- (m) “WIOA” shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128; and
- (n) 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 vision and strategic and operational goals, as contemplated in the Acts.

ARTICLE II
TERM OF THIS AGREEMENT

- 2.1 This Agreement shall be effective from July 1, 2020, through June 30, 2021 (“Term”), unless otherwise terminated as provided for herein. This Agreement may be renewed by the County Administrator for successive one-year periods, from July 1 through June 30, unless otherwise terminated as provided for herein.

ARTICLE III
DESIGNATION OF CSTB AS THE
ADMINISTRATIVE ENTITY AND FISCAL AGENT;
REAFFIRMATION OF THE CEO AS THE LOCAL GRANT RECIPIENT

- 3.1 In accordance with the provisions of the Acts, the parties agree that, subject to the provisions of this Agreement, CSTB shall serve as the Administrative Entity and Fiscal Agent for the Local Area, and shall serve as staff to the LWDB.
- 3.2 The parties further agree and acknowledge that the CEO is and shall remain the Local Grant Recipient of the WIOA funds allocated to the Local Area.
- 3.3 The parties agree and acknowledge that in the event CEO determines in its sole discretion that it is necessary to protect the interests of workforce development programs in the Local Area, the CEO may provide written notice to the LWDB and CSTB informing them of the CEO’s decision to withdraw its designation of CSTB as the Administrative Entity and Fiscal Agent for workforce development programs in the Local Area. The written notice shall specify the date which the withdrawal of designation becomes effective. The CEO and CSTB shall cooperate to identify and secure alternative parties to perform these functions in accordance with applicable Acts and corresponding regulations. Withdrawal of a designation pursuant to this provision shall not constitute an Event of Default as defined in Article XV of this Agreement.

ARTICLE IV
AUTHORITIES AND RESPONSIBILITIES
OF THE CEO AND THE COUNTY

- 4.1 The CEO shall have all of the rights, duties and responsibilities of the CEO in accordance with the Acts and corresponding regulations.
- 4.2 The CEO shall appoint members of the LWDB consistent with criteria established under WIOA sec. 107(b)(1) and criteria established by the Governor, the requirements of WIOA sec. 107(b)(2), and in accordance with Hillsborough Board of County Commissioners Policy as amended. The LWDB is certified by the Governor every two (2) years. The County's residency and voter registration requirements may be waived, for members of required categories only, at the recommendation of the County and agreed to by the CEO. The authority to appoint, reappoint or revoke the appointment of members to the LWDB lies solely with the CEO.
- 4.3 The purpose of the LWDB is to provide strategic and operational oversight to help develop a comprehensive and high-quality workforce delivery system in the Local Area, and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.
- 4.4 The CEO shall establish, amend or replace the LWDB by-laws. The by-laws shall be consistent with State policy for LWDB membership. At the CEO's sole discretion, LWDB members and/or CSTB staff may provide assistance and support in this process by reviewing the by-laws and providing feedback and recommendations prior to CEO approval. The LWDB may initiate or support this process by providing recommendations for amendment or replacement for CEO consideration and approval. At a minimum, these by-laws shall address:
- (a) The nomination process used by the CEO to select the LWDB Chair and members;
 - (b) The term limitations and how the term appointments will be staggered to ensure only a portion of membership expire in a given year;
 - (c) The process to notify the CEO of a LWDB member vacancy to ensure a prompt nominee to fill vacancies as quickly as possible;
 - (d) The proxy and alternative designee process that will be used when a LWDB member is unable to attend a meeting and assigns a designee as per the requirements at § 679.110(d)(4);
 - (e) The use of technology, such as phone and Web-based meetings, that will be used to promote LWDB member participation;
 - (f) The process to ensure LWDB members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers, and leveraging support for workforce development activities; and
 - (g) A description of any other conditions governing appointment or membership on the LWDB as deemed appropriate by the CEO.

- 4.5 The County Attorney’s Office shall serve as legal counsel for CSTB. The terms and conditions of this representation are set forth in Exhibit A, Legal Services Agreement, attached hereto and incorporated by reference herein. This agreement is exempt from CSTB procurement policies.
- 4.6 The CEO shall have the authority to arrange for and procure at its own cost and expense external audits or agreed upon procedures of any and all programs and finances administered by CSTB on a semi-annual basis or as deemed necessary. This will ensure that CSTB has and maintains adequate administration, controls, and management of programs and funds handled by CSTB including, but not limited to, such activities as receipts and disbursements of funds, monitoring, evaluation and contracting.
- 4.7 The Chairperson of the CEO or designee shall serve as a LWDB member, as a LWDB Officer in the position of Second Vice-Chair, and as a member of the LWDB Committee or Sub-Committee responsible for reviewing the CSTB annual audit.
- 4.8 The County Administrator or designee shall serve as a LWDB member, as a member-at-large of the LWDB Executive Committee, and as a member of the LWDB Committee or Sub-Committee responsible for reviewing the CSTB annual audit.
- 4.9 The County shall designate a County employee to serve as a liaison (“County Liaison”) between the CEO, County, LWDB and CTSB. The County Liaison will work with the LWDB and CSTB to ensure all workforce development programs and fiscal operations are consistent with the CEO’s goals and objectives for workforce development in the Local Area. The County Liaison shall receive notice of and attend all LWDB meetings and other meetings requiring notice under the Florida Sunshine Law. The salary and other compensation paid to the designated County Liaison shall be paid from County funds.

ARTICLE V
AUTHORITY AND RESPONSIBILITIES OF CSTB

- 5.1 CSTB shall be designated as, and have all of the rights, duties and responsibilities of, the Administrative Entity and Fiscal Agent of the Local Area workforce development programs in accordance with the Acts and corresponding regulations, and State conflict of interest policy.
- 5.2 CSTB is prohibited from being a direct provider of training services, or acting as a one-stop operator, unless approved by the CEO and the Governor.
- 5.3 During the term of this Agreement, CSTB shall review and outsource the direct provision of career services. CSTB is thereafter prohibited from being a direct provider of career services unless approved by the CEO and the Governor.
- 5.4 The LWDB shall have the power to select and recommend a director, interim director or designated person responsible for the operational and administrative functions of CSTB for CEO approval. The director shall be a contract employee of the LWDB and shall report to the LWDB.

The LWDB shall have the authority to suspend, with or without pay, or remove the director, interim director, or the designated person responsible for the operational and administrative functions of CSTB with or without cause. The CEO shall have the authority to direct the Board to suspend, with or without pay, or remove the director, interim director or the designated person responsible for the operational and administrative functions of CSTB for cause. Upon receipt of the CEO's direction, the LWDB shall provide written notice to the director, interim director or designated person of the termination of his or her employment, specifying the date on which the director, interim director or designated person responsible for the operational and administrative functions of CSTB employment shall terminate*.

*This provision shall be effective, as to the director, upon a revision to the director's contract to include this provision and the definition of cause.

The director shall have sufficient competence and experience to organize and train staff as necessary to carry out the functions and operations of the Administrative Entity and Fiscal Agent as provided herein. The LWDB must establish and apply a set of qualifications that ensure the director selected has the requisite knowledge, skills, and abilities to meet identified benchmarks and to assist in carrying out the functions of the LWBD.

- 5.5 The director shall hire sufficient personnel to carry out effective and efficient operation of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantee's providing services under the guidance of CSTB and acting in partnership with the CEO as provided herein.
- 5.6 The director and staff shall be subject to the limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430.
- 5.7 As Administrative Entity, CSTB shall perform the following functions, duties and responsibilities of the LWDB as outlined in the Acts and corresponding regulations and as indicated below coordinate with the CEO as appropriate:
 - (a) Provide or arrange for annual training to LWBD members to ensure they are aware of and fulfilling their roles, responsibilities and functions under WIOA 107(d) and 20 CFR § 679.370 to include an orientation and training for new LWDB members and periodic updates as needed as well as to the CEO upon request;
 - (b) Develop a 4-year local area workforce plan ("Local Plan") in partnership with and approved by the CEO and consistent with WIOA section 108. Convene local workforce development system stakeholders to assist in the development of the Local Plan under § 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities;
 - (c) Conduct workforce research and Local Area labor market analysis to include:
 - (1) Regular updates of economic conditions, needed knowledge and skills;

- (2) Assistance to the Governor in developing the statewide workforce and labor market information system under the Wagner-Peyser Act; and
 - (3) Other research, data collection, and analysis related to the workforce needs of the Local Area.
- (d) Lead efforts to engage with a diverse range of employers and other entities to:
- (1) Promote business representation on the LWDB;
 - (2) Develop effective linkages with employers to support employer utilization of the local workforce development system;
 - (3) Ensure that workforce investment activities meet the needs of employers and support economic growth by enhancing communication, coordination, and collaboration among employers, economic development entities, and service providers; and
 - (4) Develop and implement strategies for meeting the employment and skill needs of employers, workers and job seekers.
- (e) Develop strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers and job seekers, by:
- (1) Facilitating connections among the intake and case management information systems of the one-stop partner programs;
 - (2) Facilitating access to services provided through the one-stop delivery system;
 - (3) Identifying strategies for better meeting the needs of individuals with barriers to employment, including strategies that augment traditional service delivery, and increase access to services and programs of the one-stop delivery system, such as improving digital literacy skills; and
 - (4) Leveraging resources and capacity within the local workforce development system, including resources and capacity for services for individuals with barriers to employment.
- (f) In partnership with the CEO:
- (1) Conduct oversight of activities for youth workforce investment activities authorized under WIOA sec. 129(c), adult and dislocated worker employment and training activities under WIOA secs. 134(c) and 134(d), and the entire one-stop delivery system in the Local Area;
 - (2) Ensure the appropriate use and management of the funds provided under WIOA subtitle B for the youth, adult, and dislocated worker activities and one-stop delivery system in the Local Area; and

- (3) Ensure the appropriate use management, and investment of funds to maximize performance outcomes under WIOA sec. 116.
- (g) Negotiate and reach agreement on local performance indicators with the Governor and present for CEO approval as appropriate.
- (h) Negotiate with the required partners on the methods for funding the infrastructure costs of the one-stop career center(s) in the Local Area in accordance with 20 CFR 678.715 and present for CEO approval as appropriate.
- (i) Select the following providers and where appropriate terminate such providers in accordance with 2 CFR part 200:
 - (1) Providers of youth workforce investment activities through competitive grants or contracts based on the recommendations of the youth standing committee (if such a committee is established); however, if the LWDB determines there is an insufficient number of eligible training providers in the Local Area, the LWDB may award contracts on a sole-source basis as per the provisions of WIOA section 123(b);
 - (2) Providers of training services consistent with the criteria and information requirements established by the Governor and WIOA sec. 122;
 - (3) Providers of career services through the award of contracts, if the one-stop operator does not provide such services; and
 - (4) One-stop operators in accordance with §§ 678.600 through 678.635. The designation of or change in the One-Stop Operator shall require the prior agreement of the CEO.
 - (a) At a minimum, the one-stop operator must coordinate the service delivery of required one-stop partners and service providers. The LWDB may establish additional roles of the one-stop operator, including, but not limited to: coordinating service providers across the one-stop delivery system, being the primary provider of services within the center, providing some of the services within the center, or coordinating service delivery in a multi-center area, which may include affiliated sites. The competition for a one-stop operator must clearly articulate the role of the one-stop operator;
 - (b) Subject to paragraph 4.4(h)(4)(a) of this section, the one-stop operator may not perform the following functions: convene system stakeholders to assist in the development of the Local Plan; prepare and submit Local Plan (as required under sec. 107 of WIOA); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career services, and youth providers; negotiate local performance accountability measures; or develop and submit budget for activities of the LWDB; and

- (c) An entity serving as the one-stop operator, that also serves a different role within the one-stop delivery system, may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in § 679.430 of this chapter for demonstrating internal controls and preventing conflict of interest.

- (j) In accordance with WIOA sec. 107(d)(10)(E) work with the State to ensure there are sufficient numbers and types of providers of career services and training services serving the Local Area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.

- (k) Coordinate activities with education and training providers in the Local Area, including;
 - (1) Reviewing applications to provide adult education and literacy activities under WIOA title II to determine whether such applications are consistent with the Local Plan;
 - (2) Making recommendations to the eligible agency to promote alignment with such plan; and
 - (3) Replicating and implementing cooperative agreements to enhance the provision of services to individuals with disabilities and other individuals, such as cross training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.

- (l) Develop a budget for the activities of the LWDB with approval of the CEO and consistent with the Local Plan and the duties of the LWDB.
 - (1) The budget shall be presented to the CEO in May or June each year prior to the start of CSTB's program year based upon the planning numbers provided by DEO. The budget shall include all non-federal revenues and discretionary grants.
 - (2) No later than December, CSTB shall present to the CEO a "Budget True Up" based upon actual grant allocations and awards, and actual grant carry forward amounts.

- (m) Assess, on an annual basis, the physical and programmatic accessibility of all one-stop centers in the Local Area, in accordance with WIOA sec. 188 Nondiscrimination, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990.

- (n) Certification of one-stop centers in consultation with the CEO and State in accordance with 20 CFR 678.800.

- (o) Ensure the LWDB meets its requirement to conduct business in an open manner under the “sunshine provision” of WIOA and State legislation. This includes but is not limited to posting of the LWDB By-Laws, publicly noticing LWDB Board and Committee Meetings, and posting of LWDB Board and Committee Minutes.
- (p) Establish and maintain administrative support for all LWDB Board and Committee meetings as determined by the LWDB. Establish and maintain such committees and support as determined by the LWDB By-laws. This includes but is not limited to drafting of the LWDB Board and Committee agenda along with related back up documents and preparing the minutes for Board approval following these meetings.
- (q) CSTB shall notify the County Liaison upon the resignation of a LWDB member to allow CEO to fill vacancies as quickly as possible.

5.8 As Fiscal Agent, CSTB shall perform the following functions, roles and responsibilities as outlined in the Acts and corresponding regulations:

- (a) Receive funds;
- (b) Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, 2 CFR 200 and other Federal Regulations and State policies;
- (c) Respond and take appropriate corrective action to financial and program findings and observations cited in financial and program monitoring and audit reports;
- (d) Maintain proper accounting records and adequate documentation;
- (e) Prepare timely financial reports including required reports to DEO;
- (f) Provide technical assistance to sub-recipients regarding fiscal issues;
- (g) At the direction of the LWDB, CSTB shall have the following additional functions:
 - (1) Procure contracts or obtain written agreements;
 - (2) Conduct financial and program monitoring of service providers; and
 - (3) Ensure independent fiscal and compliance audit in accordance with 2 CFR 200, Part F, of all employment and training programs on not less than an every other year basis.
- (h) Conduct a financial audit on not less than a yearly basis.

5.9 CSTB shall have the following additional functions, roles and responsibilities:

- (a) Negotiate and reach agreement on the terms and conditions of the Grantee-Subgrantee Agreement between CSTB and Florida Department of Economic Opportunity (“DEO”) with agreement of the CEO;

- (b) Monitor progress toward the achievement of the performance measures set forth in the Local Plan. The director shall present a report on such progress semi-annually to the CEO. The frequency of this report may be changed at the CEO's sole discretion. This report shall also include, but not be limited to, results of DEO monitoring and compliance reports, budget updates, and any professionally secured surveys to determine the level of satisfaction the customers have in the delivery of workforce development programs and services in the Local Area;
- (c) Develop and manage outreach and recruitment efforts to employers and job seekers for the workforce development system in the Local Area;
- (d) Develop and manage a process to hear and resolve all grievances or complaints filed by staff, participants and other interested or affected parties as required by the Acts, Regulations or State Laws, and providing a report on such quarterly to the County Liaison;
- (e) CSTB may seek and compete for and accept grants and donations from sources other than Federal and State funds made available under the Acts. All new applications and approvals for grants and donations shall be reported to the LWDB;
- (f) Monitor progress of all sub-recipients and vendors in the achievement and performance of their contracted services. Take action against any sub-recipient or vendor for abuse in the program it is operating in order to protect the funds and the integrity of the program;
- (g) CSTB shall timely comply with all the filing and other requirements mandated by the Florida Non-Profit Corporation Statute and all tax requirements;
- (h) CSTB shall secure and maintain in force a Directors and Officer's Insurance Policy for the protection of itself which shall include libel and slander, employment practices liability insurance including defense, if available, and errors and omission insurance.
- (i) In accordance with 20 CFR Section 661.307 and 29 USC Section 3122(e), CSTB shall conduct business in an open manner as required by WIOA and the applicable Florida Statutes, by making available to the public, on a regular basis through open meetings, information about the activities of the LWDB and CSTB, including information about the Local Plan before submission of the plan, and about LWDB and CSTB membership, the development of significant policies, interpretations, guidelines, and definitions, the designation and certification of One-Stop operators, and the award of grants or contracts to eligible providers of youth activities, and on request, minutes of formal meetings of the LWDB and CSTB; and
- (j) CSTB shall immediately notify CEO and the LWDB of any notices, claims, actions or other communications asserting any claim or demand for disallowed costs from any Federal, State or other agency or authority. CSTB agrees to the CEO's participation in any proceeding, negotiation, or litigation to the extent the CEO deems necessary to protect its interests. The CEO's approval shall be required prior to any final settlement of a claim or demand for disallowed costs from any Federal, State or other agency or authority.

ARTICLE VI
AUTHORITIES AND RESPONSIBILITIES HELD
JOINTLY BY THE CEO, COUNTY AND CSTB

- 6.1 It is the joint responsibility of all parties to work to ensure the effective delivery of workforce development services, which provide the most benefit to job seekers, workers and employers in Hillsborough County. It is further the shared responsibility of both parties to stimulate the active, effective participation of all sectors of the community in the provision of workforce development services.
- 6.2 Both parties may choose to further effective communication by meeting jointly, on occasion, as either party requests or in accordance with a mutually agreed-upon meeting schedule in an open manner compliant with the “sunshine provision” of WIOA and State legislation.
- 6.3 In the event CSTB is found responsible for any disallowed costs under WIOA, through whatever means, CSTB and the CEO will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CSTB will have first responsibility for repayment, through its insurance, bonds, and grant or non-grant funds such as unrestricted funds to the extent that coverage exists and/or is permitted by Federal and State law. If CSTB’s insurance, bonds, grant or non-grant funds such as unrestricted funds are insufficient for the demanded repayment, the CEO shall be liable only if, and to the extent, required by the Acts, for repayment or for the balance of repayment, after all CSTB resources have been exhausted, of the funds which are subject to such demand.

ARTICLE VII
INSURANCE REQUIREMENTS

- 7.1 CSTB shall procure and maintain throughout the Term of this Agreement, on behalf of itself and CEO, the insurance specified on, and as required by, Exhibit “B”, Insurance Requirements, attached hereto and incorporated by reference herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.
- 7.2 CSTB shall ensure that CEO is named as additional insured as to the actions of the LWDB, CSTB, its employees, agents, assigns, and subcontractors, performing or providing materials and/or services to CSTB during the performance of this Agreement, on (i) all auto liability policies and general liability policies required to be obtained by CSTB pursuant to this Agreement, and (ii) all other insurance policies required by this Agreement where such an endorsement is available in the industry. All such insurance policies shall also contain a Severability of Interests provision. Every insurance policy must provide for 30 days prior written notice to CEO of any cancellation, intent not to renew, or reduction in the policy coverage.
- 7.3 This Agreement is contingent upon CSTB furnishing to CEO, a Certificate of Insurance and any other required documents within ten business days after CEO approval of this Agreement and when otherwise requested.
- 7.4 CSTB agrees that each of its contracted service providers for the services covered by this Agreement shall be bound by any and all insurance requirements contained herein.

ARTICLE VIII
INDEMNIFICATION

- 8.1 To the extent not otherwise limited by applicable law, CSTB shall indemnify, hold harmless and defend the CEO and County, and the respective agents and employees of County (all of the foregoing, collectively, the “Indemnified Parties”) from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorneys’ fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any act of fraud or defalcation by CSTB, its agents, subcontractors, assigns, heirs and employees during performance under this Agreement. The extent of this indemnification shall not be limited in any way as to the amount or types of damages or compensation payable to any of the Indemnified Parties on account of any insurance limits contained in any insurance policy procured or provided in connection with this Agreement. In any and all claims against any of the Indemnified Parties by any employee of CSTB, any subcontractor, heir, assign, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for CSTB or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The provisions of this paragraph shall survive the termination of this Agreement.

ARTICLE IX
FILING OF AGREEMENT
MODIFICATION OR AMENDMENTS

- 9.1 This Agreement may be amended or modified in a writing agreed to and executed by both of the parties hereto. This Agreement supersedes all prior agreements between the parties, and said prior agreements, including the Original Agreement between the parties are hereby terminated.

ARTICLE X
OTHER TERMS AND CONDITIONS

- 10.1 Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other party.
- 10.2 If any provision of this Agreement is declared void by a court of law, all other provisions of the Agreement shall remain in full force and effect.
- 10.3 The failure of any party to exercise any right under this Agreement shall not be construed as a waiver of such right.
- 10.4 This Agreement is governed by the laws of the State of Florida, and venue shall be in Hillsborough County.

ARTICLE XI
MAINTENANCE AND REVIEW OF RECORDS

- 11.1 CSTB and its subcontractors providing any of the services required to be performed or provided under this Agreement shall maintain adequate records and accounts, including but not limited to property, personnel and financial records, and supporting documentation to assure a proper accounting of all funds received in connection with this Agreement for a period of five (5) years from the date of final payment of such funds to CSTB, or the termination of this Agreement, whichever occurs later, or such longer period as required by law. (Such five (5) or longer period is hereinafter referred to as the “Audit Period”).
- 11.2 The CEO and its authorized agents shall have the right, and CSTB, and its subcontractors, as applicable, will permit the CEO and its authorized agents, including but not limited to, the County Internal Auditor, to examine all such records, accounts and documentation and to make copies thereof, and excerpts or transcriptions therefrom, and to audit all contracts, invoices, materials, accounts and records relating to all matters covered by this Agreement, including but not limited to personnel and employment records during the Audit Period. All such records, accounts and documentation shall be made available to the County and its authorized agents for audit, examination or copying purposes at any time during normal business hours and as often as the CEO may deem necessary during the Audit Period. The CEO’s right to examine, copy and audit shall pertain likewise to any audits made by any other agency, whether local, state or federal. CSTB shall insure that any such subcontractor shall recognize the CEO’s right to examine, inspect and audit its records, accounts and documentation in connection with its provision of services required to be provided by CSTB under this Agreement. If an audit is begun by the CEO or other agency, whether local, state or federal, during the Audit Period, but is not completed by the end of the Audit Period, the Audit Period shall be extended until audit findings are issued. This Article XI shall survive the expiration or earlier termination of this Agreement.

ARTICLE XII
EQUAL OPPORTUNITY: NON-DISCRIMINATION CLAUSE

- 12.1 CSTB shall comply with Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance) as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- 12.2 CSTB shall also comply with the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented. All of the aforementioned laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.
- 12.3 At the time of execution of this Agreement by CSTB, CSTB shall submit the information required by Hillsborough County’s Equal Opportunity Requirements, which are attached hereto as Composite Exhibit “C”, and incorporated by reference herein.

ARTICLE XIII

STATEMENT OF ASSURANCE

- 13.1 During the performance of this Agreement, CSTB herein assures the CEO that CSTB is in compliance with all applicable laws including, but not limited to, Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Acts of 1992, as amended, in that CSTB does not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said CSTB employees or applicants for employment. CSTB understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, CSTB herein assures the CEO that CSTB will comply with Title VI of the Civil Rights Act of 1964 and Drug-Free Workplace Act of 1988 when Federal grant(s) is/are involved. Other applicable Federal and State laws, Executive Orders, and regulations prohibiting discrimination as hereinabove referenced are included by this reference thereto. This statement of assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
- 13.2 CSTB shall comply with 45 C.F.R. Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreement to State, Local and Tribal Governments; 2 C.F.R. Part 376, Non Procurement Debarment & Suspension; 2 C.F.R. Part 225, Cost Principles for State, Local and Tribal Governments; Florida Statutes Section 112.0455, Drug Free Workplace Act; and 45 C.F.R. Section 2543.87, Byrd Anti-Lobbying Amendment common rule; Single Audit Act of 1984, P.L. 98-502, as applicable to the Agreement and CSTB's designation as a governmental entity, and the Stevens Amendment.

ARTICLE XIV COMPLIANCE WITH APPLICABLE LAWS

- 14.1 The CEO and CSTB and shall comply with the requirements of all federal, state and local laws, and the rules and regulations promulgated thereunder applicable to this Agreement.

ARTICLE XV TERMINATION CLAUSES

- 15.1 This Agreement is subject to funding availability. CSTB shall provide written notice to the CEO within twenty-four (24) hours of receipt of notice that it's WIOA or other funding has been reduced or become unavailable. In the event sufficient CEO funds, if applicable, or WIOA or any other funds to fund this Agreement become reduced or unavailable, the CEO may terminate this Agreement, without penalty or expense to the CEO, upon no less than twenty-hours (24) hours written notice to CSTB. The CEO shall be the final authority as to the availability of CEO funds.
- 15.2 Each of the following shall constitute an Event of Default:
- (a) The failure or refusal by either party to substantially fulfill any of its obligations in accordance with this Agreement, provided, however, that no such default shall constitute an Event of Default unless and until the non-defaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either corrected such default or has not cured the defaults, as determined by the non-defaulting party to correct the same within thirty (30) days from the date of such notice;

- (b) The written admission by CSTB that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by CSTB to the appointment by a court of a receiver or trustee or the making by CSTB of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of CSTB's property or business, or the dissolution or revocation of CSTB's corporate charter.
- 15.3 In the event of the occurrence of an event of default in accordance with 17.2 herein by CSTB of any of the terms, provisions or conditions of this Agreement, the CEO shall have the right to terminate this Agreement, without penalty or expense to the CEO, upon no less than twenty-four (24) hours written notice to CSTB.
- 15.4 The CEO shall also have the right to terminate this Agreement without cause, without penalty or expense to the CEO, upon no less than thirty (30) days written notice to CSTB.
- 15.5 Upon receipt by CSTB of a written termination notice from CEO pursuant to this Article XV: (i) CSTB shall not expend any funds, nor incur any costs or expenses requiring payment, unless such payment or the incurrence of such costs is approved in advance by the County Administrator or designee; (ii) at the request of the CEO, CSTB shall immediately return all unexpended funds to the CEO; and (iii) the CEO shall have the right to access and collect all unexpended funds in any and all CSTB bank accounts, and CSTB shall promptly execute all documents necessary to ensure that CEO has such access to CSTB bank accounts.
- 15.6 The CEO shall attempt to amicably resolve any dispute or disagreement with CSTB prior to CEO's exercise of any of the termination rights provided in this Article.

ARTICLE XVI
ACCESS TO RECORDS

- 16.1 The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that CSTB has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that CSTB is acting on behalf of the CEO as provided under section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the CSTB. As stated below, CSTB may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law.
- 16.2 IF CSTB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CSTB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:
 - (a) 813-273-3684
 - (b) kimballl@hillsboroughcounty.org

(c) Lindsey Kimball, Director, Economic Development Department, 601 E. Kennedy Blvd., 20th Floor, Tampa, Florida 33602

16.3 If under this Agreement, CSTB is providing services and is acting on behalf of the CEO as provided under section 119.011(2), Florida Statutes, CSTB will comply with public records law, and agrees to:

- (a) Keep and maintain public records required by the CEO to perform the services.
- (b) Upon request from the County’s custodian of public records, provide 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 Florida Statutes or as otherwise provided by law.
- (c) 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 contract term and following completion of the Agreement if CSTB does not transfer the records to the CEO.
- (d) Upon completion of the Agreement, transfer at no cost to the CEO, all public records in possession of CSTB or keep and maintain public records required by the CEO to perform the service. If CSTB transfers all public records to the CEO upon completion of the Agreement, CSTB shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CSTB keeps and maintains public records upon completion of the Agreement, CSTB shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CEO, upon request from the County’s custodian of public records, in a format that is compatible with the information technology systems of the CEO.

16.4 Failure of CSTB to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the CEO.

ARTICLE XVII
NOTICES

17.1 All notices required or permitted to be given by a party under this Agreement shall be in writing and sent to the other party by certified mail, return receipt requested, or by overnight personal delivery service requiring a signature for delivery, and shall be addressed as follows:

If to the LWDB and CSTB:

Tampa Bay Workforce Alliance, Inc.
d/b/a CareerSource Tampa Bay
4902 Eisenhower Blvd, Ste 250
Tampa, Florida 33634
Attention: John Flanagan, CEO

If to the CEO and the County:

Hillsborough County
Economic Development Department
601 E. Kennedy, 20th Floor
Tampa, Florida 33602
Attention: Lindsey Kimball, Director

- 17.2 Either party may change its notice address at any time by providing to the other party a notice of that change sent in conformance with the requirements of this Article XVII.

**ARTICLE XVIII
ENTIRE AGREEMENT**

- 18.1 The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

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IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into this Agreement as of the date and year first written above.

ATTEST: Pat Frank, Clerk of the Court **COUNTY:** Hillsborough County, Florida

By: _____
Deputy Clerk

By: _____
Name: Lesley "Les" Miller, Jr.
Title: Chairman, Board of County Commissioners

Date

Date

Approved as to Form and Legal Sufficiency:

By: _____
Assistant County Attorney

ATTEST: Attest for the AGENCY
(Two Witnesses Required)

AGENCY: TAMPA BAY WORKFORCE ALLIANCE, INC.,
d/b/a CareerSource Tampa Bay:

By: _____

By: _____
Chairman, Board of Directors

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

BOCC Document Number: _____

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF FLORIDA

COUNTY OF _____

On this _____ day of _____, 2020, before me the undersigned authority, personally appeared _____,

(Name)

described in and who executed the foregoing instrument as

_____ of _____,

(Title)

(Organization Name)

a _____ corporation, and who severally and duly acknowledged the

(State)

execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects. He/she is personally known to me or has produced _____ as identification.

(Type of Identification)

(Official Notary Signature and Notary Seal)

(Name of Notary typed or printed, or stamped.
If stamped, it must be in addition to and separate
from the Notary Stamp.)

(Commission Number)

(Commission Expiration Date)

EXHIBIT “A”
LEGAL SERVICES AGREEMENT

- 1. PURPOSE AND SCOPE OF SERVICE:** The COUNTY ATTORNEY shall provide the legal services set forth in “Scope of Services” outlined below for CSTB.

Scope of Services

- a. Serve as General Counsel to CSTB;
- b. Provide legal advice to the Board of Directors of CSTB;
- c. Recommend special counsel legal services when necessary or appropriate;
- d. Attend CSTB meetings as requested, including meetings of the Board of Directors and other meetings on behalf of CSTB as requested;
- e. Develop for consideration and approval by the Board of Directors, and then assist in carrying out policies, procedures, rules, agreements, and contracts for the general governance of CSTB;
- f. Provide legal advice regarding complying with all applicable federal and state laws, rules and regulations;
- g. Assist with the development and presentation of CSTB’s legislative proposals and provide legal assistance in responding to legislative inquiries and requests for information;
- h. Provide legal services and representation for procurement of goods and services; and
- i. Perform other legal services as requested by CSTB.

2. EFFECTIVENESS AND DURATION:

- 2.1 This Legal Services Agreement may be terminated by either CSTB or the COUNTY ATTORNEY upon thirty (30) days written notice to the other party. In the event this Agreement is terminated by CSTB, the COUNTY shall be entitled to payment of compensation and authorized expenses owing to the COUNTY for services to the date of termination.
- 2.2 Termination of this Agreement shall be without prejudice to any other right or remedy available to the parties and to any obligation which shall have accrued prior to termination.

3. PROVISION OF LEGAL SERVICES: The COUNTY ATTORNEY shall provide legal services to CSTB as follows:

- 3.1 The COUNTY ATTORNEY will report to and carry out assignments respecting legal matters identified in the Scope of Services as authorized and requested by the Board of Directions of CSTB, or by the Executive Director under authority delegated by the Board of Directors.
- 3.2 The COUNTY ATTORNEY shall identify for CSTB the Assistant County Attorney(s) assigned to handle CSTB matters. To the extent possible, and in order to ensure continuity in the provision of legal services, the COUNTY will designate a specific Assistant County Attorney that will be primarily responsible for attending CSTB meetings.

4. **COMPENSATION:** CSTB shall pay the COUNTY for legal services performed hereunder at the hourly rate of \$118.57 for attorneys and a rate of \$50.82 for paralegals. In addition, CSTB shall reimburse the COUNTY for all reasonable costs and expenses in accordance with Chapter 112, Florida Statutes.
5. **BILLING:** The COUNTY shall present quarterly invoices to CSTB for legal services provided by, and for reimbursement of actual costs and expenses incurred by, the COUNTY ATTORNEY. Invoices shall be clearly designated as to the assignments being performed. The COUNTY shall be responsible for sending the invoices with supporting documentation to CSTB at the address designated in writing by CSTB.
6. **RELATIONSHIP OF THE PARTIES:** The performance by the COUNTY ATTORNEY of the legal services specified herein shall be as an independent contractor and the COUNTY and its personnel shall not be considered employees of CSTB for any purpose. The COUNTY shall comply with all federal, state, regional and local laws, regulations and ordinances required of attorneys performing the legal services contemplated under this Agreement.
7. **CONFIDENTIALITY AND CONFLICT OF INTEREST:**
 - 7.1 The COUNTY ATTORNEY shall be bound and shall follow the Rules of Professional Conduct for resolving all questions of confidentiality, conflicts of interest, and the COUNTY ATTORNEY'S relationship to CSTB, subject to all applicable statutes and regulations including public records laws and the "sunshine provision" of WIOA and State legislation.
 - 7.2 The parties acknowledge that the COUNTY ATTORNEY will represent both CSTB and the COUNTY. If the COUNTY ATTORNEY determines that an actual or apparent conflict of interest is presented by the continued representation of both CSTB and the COUNTY in any particular matter, the COUNTY ATTORNEY shall fully disclose the possible effect of continued representation of both CSTB and the COUNTY.
8. **NOTICES:** Any and all notices, designations, consents, offers, acceptances, or any other communications provided for herein shall be given in writing by U.S. Mail to CSTB through its Executive Director at its official headquarters location, and to the County through the COUNTY ATTORNEY.
9. **AMENDMENTS:** This Agreement may be amended or modified by mutual agreement of both parties. No amendment or modification shall be valid unless in writing and executed by both parties.
10. **FLORIDA LAW:** The laws of the State of Florida shall apply and bind the parties in any and all questions arising hereunder, regardless of the jurisdiction in which any action or proceeding may be initiated or maintained.
11. **ASSIGNMENT:** The COUNTY shall not assign this Agreement, in whole or in part.
12. **VENUE:** The parties agree that venue lies in Hillsborough County, Florida, for any action brought under the terms of, or to enforce, this Agreement.

EXHIBIT “B”
INSURANCE REQUIREMENTS

Agency’s Liability Insurance:

The Agency shall procure and maintain in force such insurance as will protect it from claims under Workers’ Compensation laws, disability benefit laws, or other similar employee benefit laws from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the Agency’s operations under this Agreement, whether such operations be by the Agency or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Agreement or required by law, whichever is greater, and shall include contractual liability insurance. The Agency will file with the County a certificate of such insurance, acceptable to the County. These certificates shall contain a provision for cancellation as found in Section D immediately below. A current certificate of insurance meeting County requirements is required before payment for any services under this Agreement.

Insurance Required:

- A. General: The Agency shall procure and maintain insurance of the types and to the limits specified in paragraphs B(1) through B(4) below. All policies of insurance under this Agreement shall include as additional insured the County and its officers and employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

- B. Coverage: The Agency shall procure and maintain in force during the term of this Agreement the following types of insurance coverage written on standard forms and placed with insurance carriers approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:
 - 1. Workers’ Compensation - The Agency shall procure and shall maintain during the life of this Agreement, the appropriate types of Workers’ Compensation Insurance for all of its employees to be engaged in work under this Agreement. In case any class of employee engaged in hazardous work under this Agreement is not protected under the Workers’ Compensation statute, the Agency shall provide employer's liability insurance for all said employees with limits of not less than those listed below and must include:

Employer's Liability	
Limit Each Accident	\$100,000.00
Limit Disease Aggregate	\$500,000.00
Limit Disease Each Employee	\$100,000.00

2. Commercial General Liability* - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

Bodily Injury and Property Damages - Each Occurrence	\$1,000,000.00
Damages to Rented Premises - Each Occurrence	\$50,000.00
Medical Expenses - Any One Person	\$5,000.00
Personal and Advertising Injury - Each Occurrence	\$1,000,000.00
Products/Completed Operations - Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed Operations Aggregate	\$2,000,000.00

3. Business Automobile Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include:

<u>Bodily Injury & Property Damage Liability:</u>	
Combined Single Limit Each Accident	N/A

4. Professional Liability/Errors and Omissions Insurance is required and shall include libel and slander:

Minimum	\$3,000,000.00
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5. Cyber Liability Insurance is required:

Minimum	\$1,000,000.00
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C. Certificate of Insurance and Copies of Policies - Certificates of Insurance will be furnished by Agency evidencing the insurance coverage specified in the previous paragraphs B(1) through B(5) inclusive, and on request of the County certified copies of the policies required shall be filed with the Risk Management and Safety Office of the County. The required Certificates of Insurance not only shall list the additional insured described above, for the operations of the Agency under this Agreement (excluding the workers' compensation and professional liability policies) but shall name the types of policies provided and shall refer specifically to this Agreement. If the initial insurance expires prior to the expiration of this Agreement, the Agency shall cause renewal Certificates of Insurance to be furnished to the County thirty (30) days prior to the date of their expiration.

D. Cancellation: Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, the Agency shall ensure that the insurer will not cancel same until up to thirty (30) days prior written notice has been given to the above named certificate holder. This prior notice provision is a part of each of the above.

***Any required insurance marked with an * must include "Hillsborough County BOCC" as an Additional Insured, and this must be indicated on the insurance certificate.**

EXHIBIT “C”
EQUAL EMPLOYMENT OPPORTUNITY – APPLICABLE
STATUTES, ORDERS AND REGULATIONS*

HILLSBOROUGH COUNTY, FL

- Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

STATE

- Florida Constitution, Preamble and Article 1, § 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- Florida Statutes § 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- Florida Statutes § 112.043, prohibits age discrimination in employment.
- Florida Statutes § 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- Florida Statutes § 448.07, prohibits wage rate discrimination on the basis of sex.
- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

FEDERAL

- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- Interagency Agreement promulgated on March 23, 1973.
- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.
- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat. 713.
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- Vietnam Era Veterans’ Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- State and Local Assistance Act of 1972, as amended.

- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§5.100 -5.605.
- Executive Order 13673, Fair Pay and Safe Workplaces.

* **“The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.**

If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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**HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE**

AGENCY NAME: Tampa Bay Workforce Alliance, Inc., d/b/a/ CareerSource Tampa Bay

PROGRAM NAME: _____

AGENCY CIVIL RIGHTS STATUS

All responding AGENCY'S are requested to carefully review the following questions and provide responses as it relates to the AGENCY'S own affirmative action and equal opportunity practices.

Please respond to the following:

1. *Provide a copy of the AGENCY'S Affirmative Action Plan or Program (If not submitted within the past twelve (12) months).
2. Workforce Analysis by race/sex and EEO category.
3. If the AGENCY receives federal/state/local funding, please list source and dollar amount.
4. Name of person designated as EEO representative.
5. Is the AGENCY receptive to on-site reviews?
6. Does the AGENCY have a procedure for resolving discrimination complaints?
7. Has the AGENCY been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
8. Does the AGENCY anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.
9. Please provide a copy of the AGENCY'S Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer (If not submitted within the past twelve (12) months).

*A written Affirmative Action Plan or Program is required if the AGENCY has fifteen (15) or more employees. If the AGENCY has fewer than fifteen (15) employees, then an Affirmative Action Policy Statement is required.

SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Hillsborough County Board of County Commissioners may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Procurement Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Procurement Manual.
2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.
3. The Hillsborough County Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

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EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE ANALYSIS

CONTRACTOR NAME: Tampa Bay Workforce Alliance, Inc., d/b/a/ CareerSource Tampa Bay

JOB CATEGORY*	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEM	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
OFFICIALS and MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE and CLERICAL												
CRAFTSMAN (SKILLED)												
OPERATIVES (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												
TOTALS:												

***JOB CATEGORIES AS PROVIDED HEREIN, ARE THOSE CATEGORIES IDENTIFIED AND USED IN EEO (1-6) REPORTING REQUIREMENTS REQUIRED FROM EMPLOYERS BY THE FEDERAL GOVERNMENT.**

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HISP: HISPANIC
API: ASIAN/PACIFIC ISLANDER
AI: AMERICAN INDIAN

EXHIBIT B (continued)

The Agency's failure to complete the requirements of these pages may result in the termination of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

The undersigned Agency, by the signature of its corporate officer below represents that the foregoing information is true and correct. The undersigned Agency by the signature of its corporate officer below provides assurance to Hillsborough County of its compliance with Federal, State and County Affirmative Action and Equal Opportunity requirements. The undersigned Agency further assures that it and its subcontractors' facilities are accessible to persons with disabilities.

IN WITNESS WHEREOF, this Equal Employment Opportunity Questionnaire is hereby signed as of the date indicated below.

ATTEST: Attest for the AGENCY
(Two Witnesses Required)

AGENCY: Tampa Bay Workforce Alliance, Inc.,
d/b/a CareerSource Tampa Bay

By: _____

By: _____
Signature of Authorized Agency Representative

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Date Signed: _____



Action Item # 10

CEO Merit Increase

Background:

On January 16, 2020, the Board of Directors of CareerSource Tampa Bay (the Board) discussed the annual performance of John Flanagan, CEO. The discussion included the performance evaluation that was completed by the Board Chair as well as observed job performance over the preceding year. The board was unanimous in providing a merit increase that is in-line with the market.

- See attached documents:
 - CareerSource Tampa Bay Executive Compensation Policy
 - CSTB CEO proposed Salary Justification
 - Executive Compensation Study 2019 Report of Findings Chief Executive Officer

Recommendation:

Based on the information in Group A of the CEO compensation analysis, a salary increase, as proposed, at \$185,000, is a combination of a market adjustment and performance. The proposed salary increase is equal to 97% of market consensus. This adjustment will be retroactive to January 22, 2020

Career Source Tampa Bay Executive Compensation Policy

The Chief Executive Officer (CEO) of Career Source Tampa Bay (CSTB) is the principal representative of CSTB, and the person responsible for the efficient operation of CSTB. Therefore, it is the desire of the CSTB Board of Directors to provide a fair yet reasonable and not excessive compensation for the CEO (and any other highly compensated employees and consultants) with respect to.

The annual process for determining compensation is as follows: CSTB annually evaluate the CEO on their performance and ask for his/her input on matters of performance and compensation.

Board Approval. The executive committee or the board of directors will obtain research and information to make a recommendation to the full board for the compensation (salary and benefits) of the CEO (and other highly compensated employees or consultants) based on a review of comparability data.

This data may include the following:

1. Salary and benefit compensation studies by independent sources;
2. Written job offers for positions at similar organizations;
3. Documented telephone calls about similar positions at both nonprofit and for-profit organizations; and
4. Information obtained from the IRS Form 990 filings of similar organizations.

Concurrent Documentation. To approve the compensation for the CEO (and other highly compensated employees and consultants) the board must document how it reached its decisions, including the data on which it relied, in minutes of the meeting during which the compensation was approved.

Documentation will include:

- a) A description of the compensation and benefits and the date it was approved;
- b) The members of the board who were present during the discussion about compensation and benefits, and the results of the vote;
- c) A description of the comparability data relied upon and how the data was obtained; and
- d) Any actions taken (such as abstaining from discussion and vote) with respect to consideration of the compensation by anyone who is otherwise a member of the board but who had a conflict of interest with respect to the decision on the compensation and benefits.

CSTB CEO proposed salary justification

A. Current Salary: **\$160,000**

B. Comparative analysis

Neighboring Regions:

- | | | |
|-------------------|--------------------------|--------------------------------------|
| 1) Polk - | \$185,184 | (Source – 2018 Form 990) |
| 2) Pinellas- | \$179,500+5% performance | (Source – Public Meeting – 12/20/19) |
| 3) Pasco Hernando | \$177,528 | (Source – 2018 Form 990) |

Average: \$180,676

Current Salary **\$160,000 or 89% of average.**

Similar size (budget / revenue)

- | | | |
|-----------------------|-----------|--------------------------|
| 1) Southwest FL | \$204,358 | (Source – 2017 form 990) |
| 2) Palm beach county | \$223,000 | (Source – 2018 form 990) |
| 3) Central FL- | \$192,308 | (Source – 2018 form 990) |
| 4) CareerSource NE FL | \$154,368 | (Source – 2017 form 990) |

Average: \$ 193,508.50

Current Salary **\$160,000.00, or 83% of average**

Compensation/performance discussion from 1/16/2020 Board of Director meeting (minute were approved by BOD at the 3/16/2020 meeting)

At the January 16, 2020 Board of Directors meeting, Mr. Flanagan's performance evaluation was discussed, and it was unanimously approved as positive, giving a 100% vote of confidence. It was decided that the decision would be tabled until the 3/16/2020 meeting. Given the circumstances surrounding the events related to COVID 19, it was decided that the issue would be tabled further.

Please refer to page 5-6 of the where the following steps were recommended:

- ✓ Inform Mr. Flanagan that we are evaluating all the compensation options.
- ✓ Deadline to bring recommendation to the Board is the next board meeting, March 19, 2020.
- ✓ Employment agreement review.
- ✓ Strategic Plan - we have to support him in getting a strategic plan completed.
- ✓ Based on this information in Group A of the CEO compensation analysis, a salary increase, as proposed, at \$185,000, is a combination of a market adjustment and performance. The proposed salary increase is equal to 97% of market consensus.

Based on the information in Group A of the CEO compensation analysis, a salary increase, as proposed, at \$185,000, is a combination of a market adjustment and performance. The proposed salary increase is equal to 97% of market consensus.



**Executive Compensation Study
2019 Report of Findings
Chief Executive Officer
Discussion Draft**

September 26, 2019



310 Route 17 North
Upper Saddle River, NJ 07458
(201) 934-0505

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Introduction and Purpose

Compensation Resources, Inc. (CRI) was engaged by CareerSource Tampa Bay (hereinafter "CSTB" or the "Agency") to conduct a comprehensive compensation study for the position of Chief Executive Officer ("CEO"), in order to evaluate pay levels against the current competitive marketplace and to assess compensation in light of the IRS' Intermediate Sanctions Rules (IRC Section 4958).

This study is coincident with a similar analysis undertaken for the executives, and as part of a larger study covering the entire Agency, findings of which are contained in separate reports.

The analysis contained herein presents **CRI's** findings with regard to the competitive levels of compensation within the marketplace, as a baseline for further examination by CSTB.

The information contained herein is provided for informational purposes and is not intended to provide legal, accounting, tax or investment advice and/or services. For further information or clarification, please contact:

Compensation Resources, Inc.
310 Route 17 North
Upper Saddle River, NJ 07458
www.compensationresources.com

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Executive Summary

Based on the foregoing analysis represented herein, the results of the competitive market assessment for CSTB's CEO indicate the following relationship of actual compensation versus the market findings:

Table I
Summary Market Findings

Base Salary	TCC	TCP
Within	Within	Within

The following report provides the specific results of the competitive market assessment covering the components of Base Salary, Total Cash Compensation (TCC), and the Total Compensation Package (TCP).¹ CRI's methodology is included in **Attachment A** of this report.

¹ Definitions of these terms and other key terms utilized in this report are included in the **Glossary**.

Background²

According to CSTB's website:

"CareerSource Tampa Bay is a driving force in delivering workforce solutions that support economic development in Hillsborough County.

CareerSource Tampa Bay offers a full range of career planning services for professional and entry level candidates, including career orientation; turnkey resource centers that assist in the candidate's job search; career fairs; interviewing techniques; labor market information specific to occupations and industries in demand as well as resume building tips, salary and wage information and more; and professional networking.

CareerSource Tampa Bay strengthens the competitive edge of local businesses in measurable ways that lead to the economic vitality of the region. A team of business consultants, dedicated to specific industry sectors, works as a partner with local businesses to provide innovative, value-added workforce solutions. CareerSource Tampa Bay provides businesses with a wide range of professional services, including: employee referral and recruitment, training and retraining, workshops and business seminars on a variety of human resource and workforce topics, labor market statistics, targeted career fairs, downsizing and retention support strategies, tax credit information and other customized support for a well-trained workforce."

² Information found through CSTB's website at www.careersourcetampabay.com.

Findings

The following table represents *CRI's* findings with regard to the competitive marketplace for CSTB's CEO, covering the components of Base Salary, TCC, and TCP, along with a comparative analysis of actual compensation³ versus these findings:

Table II
CEO Market Findings

Component	Actual Compensation	25th %ile	Market Consensus	75th %ile	Relative Position	Actual Percentile
Base Salary	\$160,000	\$141,700	\$188,100	\$227,400	Within	34.1%
TCC	\$160,000	\$151,600	\$204,900	\$250,900	Within	28.5%
TCP	\$195,466	\$161,100	\$222,800	\$267,300	Within	38.2%

This report provides market findings as a baseline for further examination and analysis. It is important to note that the methodology used to conduct the competitive market analysis contained in this report is based on the duties and responsibilities associated with the position, and does not take into consideration the incumbent or any factors relating to the incumbent. This is the standard and accepted procedure used to identify the market value of a position and to determine what the organization would have to provide in order to recruit and hire a fully qualified candidate for the position.

The Market Range of compensation is typically viewed between the 25th and 75th percentiles of the marketplace. The Actual Market Percentiles above provide context around actual placement. When considering the Total Compensation Package among the peers and published surveys, Base Salary comprises the majority of TCP, and annual bonuses/incentives comprise the smallest portion, as illustrated below.

Table III
Total Compensation Package Composition

Position	Base Salary	Annual Incentive/ Bonus	Other Compensation/Deferred Compensation/Nontaxable Benefits	TCP
CEO	84.4%	7.5%	8.0%	100.0%
CEO Incumbent Data	81.9%	0.0%	18.1%	100.0%

The comparative analysis above highlights favorable market positioning on each component of the Total Compensation Package.

In light of Intermediate Sanctions, the Board should continue to authorize a thorough evaluation of the TCP provided to the CEO at least every two (2) years, to ensure that they maintain alignment with the marketplace, while recognizing changes in CSTB's operations, its revenue, and scope of the incumbent's responsibilities. Furthermore, with the requirements imposed by the Form 990s, the Board should continue to examine the level of documentation of its executive compensation programs and plans, as

³ Actual compensation provided by CSTB. The 28% medical stipend is included in the TCP.



well as the decision-making process, in order to fulfill the spirit of all disclosure requirements of the Form 990.

Attachment A: Methodology

Overview of Study Methodology - Executive Compensation

As a 501(c)(3) tax exempt organization, CSTB must comply with the Intermediate Sanctions regulations (IRC Section 4958) when establishing its Total Compensation Package for executive positions. Therefore, compensation arrangements must be established as reasonable through adherence to the principles required by the "Rebuttable Presumption" provisions. This requires that three (3) conditions be met:

- "The compensation arrangement must be approved in advance by an authorized body of the applicable tax-exempt organization, which is composed of individuals who do not have a conflict of interest concerning the transaction;
- Prior to making its determination, the authorized body obtained and relied upon appropriate data as to comparability;
- The authorized body adequately and timely documented the basis for its determination concurrently with making that determination."⁴

General

CRI's market analysis of competitive compensation levels undertakes a systematic and consistent methodology that looks at a number of factors in order to provide the most applicable data for the job being evaluated. These factors include, but are not limited to, job content, organizational revenue and profile, industry, and geographic region (where applicable). The following identifies the steps undertaken during the analysis.

- CRI conducted a number of fact-finding exercises, including:
 - Collection of various documents and materials from CSTB relevant to this study, including, but not limited to, documents related to the CEO's compensation, information pertaining to the duties and responsibilities of the position, and background and financial information on the Agency;
 - Fact-finding discussions were held with the Chair of the Board and selected key employees to confirm the scope of the engagement, gain an understanding of the Agency and the position's scope of responsibilities, as well as the perceptions regarding current compensation. The following individuals were interviewed for purposes of this examination:

⁴ www.irs.gov.

Table IV
Fact-Finding Participants

Position	Incumbent
Chair of the Board	Sean Butler
CEO	John Flanagan
CFO	Sheila Doyle
Director of Human Resources	Mimi Tran

- For purposes of this analysis, job content for the position of CEO was examined via a current job description. The CEO's duties and responsibilities are generally typical of a top executive with similar titles in the marketplace and, therefore, were matched accordingly within published surveys and peer data.
- *CRI* undertook the evaluation of competitive compensation by utilizing, as appropriate, a combination of both peer data and published survey information, closely matched by job content, industry, organizational profile, revenue, and geography, where appropriate, extracting data at the market average.

IRS Form 990 Analysis

- Utilizing Guidestar,⁵ *CRI* identified a list of peers to be used for this analysis, representing comparable organizations whose revenues range from approximately one-half (1/2x) to double (2x) the current revenue of CSTB (approximately \$17.2 million). The peer list was submitted to CSTB for review and feedback, who thereafter provided additional input. The peers represent two (2) sectors, as follows:
 - Peer Group A: Employment services organizations within the Southeastern US
 - Peer Group B: Regional not-for-profit organizations

The final peer group can be found in **Attachment B**.

- Where available, compensation data was extracted from each peer's Form 990 for the matched position. Job matching was based on the job titles provided in the Form 990s. Although *CRI*'s methodology is to compare jobs against criteria contained in job descriptions and/or summaries, job summaries were not provided in the Form 990s. However, job matching was based on the assumption that job titles shown were indicative of the core duties performed by the individual, and that these duties were generally comparable to the role assumed by the matching position at CSTB.
- All data was geographically adjusted to reflect the average geographic differential between each peer's location and Tampa, FL.⁶ This geographic adjustment helps to normalize data to CSTB's specific region.

⁵ Guidestar is an online research database of not-for-profit organizations (www.guidestar.org).

⁶ Geographic Assessor; Economic Research Institute (2019).

Published Survey Analysis

- Position matches were based on the comparability of the job criteria (duties, responsibilities, and reporting relationships) to published job summaries in the salary surveys, representing a blend of not-for-profit and government data.
- Data specific to Tampa, FL was collected, where available. Where only national data was available, data was adjusted geographically to reflect the average geographic differential between the United States and Tampa, FL.⁷
- **CRI** conducted a comprehensive competitive market analysis of comparable positions by utilizing five (5) published surveys and one (1) salary planning survey to obtain market data. A list of these surveys is included in **Attachment C**.

Market Consensus Calculations

- All Form 990 and published survey data was aged to a common date of January 1, 2020 by a 3.0% annual aging factor, which is the 2020 projected merit increase percent in related industry organizations.
- To determine the market value of Base Salary, TCC, and TCP, **CRI** calculated the Mean, Median, Trimmed Mean, Regression, and Market Consensus of all Form 990 and published survey data points, respectively. The definitions of these measures of central tendency are as follows:
 - **Mean:** Simple average.
 - **Median:** The middle number (the 50th percentile).
 - **Trimmed Mean:** Average that eliminates the high and low data elements.
 - **Regression:** A mathematical computation used to model a presumed linear relationship between two variables: a dependent variable (compensation element) and an independent variable (revenue) [Form 990 analysis only].
 - **Market Consensus (MC):** The average of the Mean, Median, Trimmed Mean, and Regression; represents our best estimate of the market value (consensus) for the position.
- To arrive at a TCP for published survey data, **CRI** applied the average percentage of benefits, perquisites, allowances, personal usage of organization property, indemnification arrangements, and additional non-business related expenses, as reported among the applicable peer Form 990s, to the TCC Market Consensus for the position.
- To calculate the Overall Market Consensus, peer and published survey data were averaged as follows, to place a greater emphasis on not-for-profit peer data representing employment services organizations which is more closely representative of CSTB's marketplace.

⁷ Ibid, Footnote 6.

Table V
Data Source Weightings

Data Source	Weighting
Peer Group A	4x (66.7%)
Peer Group B	1x (16.7%)
Not-for-Profit Published Surveys	1x (16.7%)

- Since various elements can influence the compensation levels within an organization (e.g., Compensation Philosophy, performance, market positioning, etc.), it is our practice to develop a statistical sample range from the data; therefore, data was collected at the 25th, weighted average, and 75th percentile (hereinafter referred to as the "Market Range"). Actual pay levels within the 25th to 75th percentile levels represent one-half (50%) of the sampled population and would be considered "within market". The Actual Market Percentile was calculated so that the Agency can examine the degree of alignment of the CEO to the Market Range.

Attachment B: Peer Listings

Peer Group A: Employment Services Organizations

Organization Name	EIN	Location	FY Ending	Revenue
Big Bend Jobs & Education Council d/b/a CareerSource Capital Region	59-3633062	Tallahassee, FL	6/30/2017	\$5,828,487
Brevard Workforce Development Board, Inc.	59-3031785	Rockledge, FL	6/30/2017	\$8,775,575
Careersource Central Florida	59-3396497	Orlando, FL	6/30/2017	\$27,714,560
Careersource Florida, Inc.	59-3659026	Tallahassee, FL	6/30/2017	\$21,293,077
Careersource Palm Beach County, Inc.	65-0709274	West Palm Bch, FL	6/30/2017	\$13,617,518
CareerSource Suncoast	59-2334811	Bradenton, FL	6/30/2018	\$6,388,748
Charlotte Works	56-2098251	Charlotte, NC	6/30/2017	\$6,056,776
Coastal Enterprises of Jacksonville, Inc.	56-6093446	Jacksonville, NC	6/30/2017	\$8,289,857
Eastern Carolina Vocational Center, Inc.	56-0889288	Greenville, NC	6/30/2017	\$11,091,632
Employment Solutions, Inc.	61-1031382	Lexington, KY	6/30/2017	\$10,016,140
First Coast Workforce Development, Inc. d/b/a CareerSource Northeast Florida	59-3385658	Fleming Island, FL	6/30/2017	\$20,126,637
Linden Resources	54-0660113	Arlington, VA	6/30/2017	\$14,744,890
National Older Worker Career Center, Inc.	52-2003078	Arlington, VA	9/30/2017	\$26,023,161
Pasco-Hernando Workforce Board, Inc.	59-3495908	Spring Hill, FL	6/30/2017	\$7,773,468
Polk County Workforce Development, Inc. d/b/a CareerSource Polk	59-3385244	Bartow, FL	6/30/2018	\$7,160,455
PORTCO, Inc.	54-1598359	Portsmouth, VA	9/30/2017	\$7,745,993
Skills USA, Inc.	23-7296966	Leesburg, VA	8/31/2017	\$18,480,259
Southwest Florida Workforce Development Board, Inc.	65-0778245	Fort Myers, FL	6/30/2017	\$15,073,997

Peer Group B: Regional Not-for-Profit Organizations

Agency Name	EIN	Location	FY Ending	Revenue
Big Brothers Big Sisters of America	23-1365190	Tampa, FL	6/30/2017	\$23,166,256
Boley Centers, Inc.	59-1290089	St. Petersburg, FL	6/30/2017	\$17,864,000
Children's Home Network	59-0696284	Tampa, FL	6/30/2017	\$13,141,233
Easter Seals Florida, Inc.	59-0637848	Orlando, FL	8/31/2017	\$14,041,153
Florida Citrus Sports Association, Inc.	59-1058144	Orlando, FL	3/31/2017	\$12,886,822
Girl Scouts of West Central Florida, Inc.	59-0624454	Tampa, FL	9/30/2017	\$7,719,110
Metropolitan Ministries, Inc.	59-1477007	Tampa, FL	6/30/2018	\$25,149,229
Mid Florida Community Services, Inc.	59-1235202	Brooksville, FL	9/30/2017	\$22,451,452
Orlando Union Rescue Mission, Inc.	59-1035082	Orlando, FL	12/31/2017	\$11,739,039
PARC, Inc.	59-0791038	St. Petersburg, FL	9/30/2017	\$15,035,977
Quest, Inc.	59-2013160	Orlando, FL	6/30/2018	\$30,658,946
St. Vincent De Paul Society South Pinellas, Inc.	59-2380770	St. Petersburg, FL	9/30/2017	\$10,045,270
The Arc Tampa Bay, Inc.	59-1056551	Clearwater, FL	9/30/2017	\$11,967,695
United Cerebral Palsy of Central Florida, Inc. a.k.a. UCP of Central Florida	59-0799925	Orlando, FL	6/30/2018	\$23,803,858



Attachment C: Published Survey Listing

Survey Title	Publisher	Effective Date
CompAnalyst	Salary.com Subscription Service	2019
Compensation Data Not-For-Profit National	CompData Surveys	2018
Executive Salary Assessor	Economic Research Institute (ERI)	2019
Nonprofit Organizations Salary and Benefits Report	The NonProfit Times	2019
Not for Profit - Compensation Survey	Total Compensation Solutions (TCS)	2018
Salary Budget Survey	WorldatWork	2019-2020

Glossary

Base Salary: The fixed component of the compensation package that tends to be relatively constant by position and hierarchy across the organization's industry. Base Salary is the value that the organization attributes to a position. Base Salary is typically determined by competitive levels within the relevant labor market, and may vary within a set range. It is a major component of the Total Compensation Package in the not-for-profit industry and is typically used as the basis for calculating bonus amounts and benefits.

Bonus/Incentive: Bonuses and/or incentives make up a variable element of the Total Compensation Package. Annual bonuses/incentives are typically awarded based on the employee's contributions, in conjunction with the organization's financial and operational performance. Bonuses tend to be discretionary, whereas incentive awards are determined by a formula. Annual bonuses/incentives tend to be a relatively modest portion of the Total Compensation Package within not-for-profit organizations, when compared to for-profit companies.

Deferred Compensation: Deferred compensation includes base salary/wages/fees deferred (nontaxable in current year), bonus deferred (not taxable in current year), incentive compensation deferred (not taxable in current year), other compensation amounts deferred (not taxable in current year), employer contributions to qualified retirement plan, qualified or nonqualified retirement plan defined benefit accruals, amounts deferred by employer or employee under 457(b) or 457(f) plan (not substantially vested), and amounts deferred under nonqualified defined contribution plans (not substantially vested).

Market Consensus (MC): The best estimate of the value of the position within the competitive marketplace that takes into account published surveys and peer data (where applicable), matched by job content, organizational profile, and geography. The Market Consensus is calculated based on an examination of both not-for-profit and for-profit compensation data (to the extent that sufficient data is available), which recognizes the realities of the marketplace and is consistent with Intermediate Sanctions:

Market Positioning: The relative position of an incumbent's compensation as compared to the Market Range, defined below.

Relative Market Position Definitions

Market Positioning	Definition
Below	Incumbent's compensation falls below the minimum of the Market Range.
Within	Incumbent's compensation falls within the parameters of the Market Range. Typically represents that the incumbent's compensation is competitive with the marketplace for similar positions.
Above	Incumbent's compensation is above the Market Range.

Market Range: The range of compensation around the value of the position within the competitive market (Market Consensus) that addresses variances such as Compensation Philosophy, financial performance, competitive positioning, etc. We have calculated and shown both the 25th percentile and 75th percentile level from the market data researched. Actual pay levels within the 25th to 75th percentile levels represent one-half (50%) of the sampled population and would be considered "within market."

Non-Taxable Benefits: Non-taxable benefits include health benefit plan premiums, medical reimbursement and flexible spending programs (nontaxable), other health benefits (nontaxable), life/disability/long-term care insurance (nontaxable), housing provided by employer or ministerial housing allowance (nontaxable), personal legal service (nontaxable), personal financial services (nontaxable), dependent care assistance (nontaxable), adoption assistance (nontaxable), tuition assistance for family (nontaxable), and cafeteria plans.

Total Cash Compensation (TCC): The value of Base Salary plus annual bonus/incentives.

Total Compensation Package (TCP): The cumulative amount of Total Cash Compensation, plus both taxable and nontaxable benefits, perquisites, deferred compensation, and any other compensation. This is the amount contained in the Intermediate Sanctions regulations for comparison purposes, and includes both taxable and non-taxable income.

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Action Item # 11

CEO Employment Contract

Background:

During the January 16, 2020 Board of Director meeting, CEO's performance review and compensation were discussed in closed session. CEO was given a 100% vote of confidence by the Board of Directors. To facilitate performance reviews, merit increases, market adjustments, and Cost of Living Adjustments required significant amendments to the Chief Executive Officer's Contract, with clarifying language to facilitate the above-mentioned action. Enclosed in the amended and proposed contract for the Chief Executive Officer, John Flanagan. This contract addresses these actions, and aligns with Amended agency bylaws, which took effect May 6, 2020.

Recommendation:

Approve of the Chief Executive Officer Amended Contract, retroactive to January 22, 2020.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made effective as of _____ ("Effective Date"), by and between **TAMPA BAY WORKFORCE ALLIANCE, INC.** (d/b/a CAREERSOURCE TAMPA BAY), a Florida not-for-profit corporation, located at 4902 Eisenhower Blvd., Suite 250, Tampa, Florida 33634 (the "**Employer**"), and John Flanagan (the "**Employee**").

RECITALS

WHEREAS, Employer is a 501(c)(3) non-profit organization that has requested and received certification from CareerSource Florida, (which serves as the State of Florida Workplace Development Board) as the Region 15 Workforce Development Board; and

WHEREAS, Employer has been appointed and designated by the Hillsborough County Board of County Commissioners, to act as the Workforce Development Board in such region under the provisions of the "Workforce Innovation and Opportunity Act of 2014," Chapter 445, Florida Statutes; and

WHEREAS, the Employer desires to employ the Employee as its Chief Executive Officer and the Employee desires to be employed by the Employer in this capacity and devote his full time and efforts to the business and affairs of the Employer, as described herein, all pursuant to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Employment.** As of the Effective Date, the Employer shall employ Employee, and Employee shall accept such employment and perform services for the Employer, upon the terms and conditions set forth in this Agreement.

2. **Term of Agreement.** The Employer shall employ the Employee, and the Employee shall serve the Employer as an employee, for a term beginning on the Effective Date and ending three (3) years after the date of this Agreement (the "**Initial Term**"), unless terminated earlier in accordance with this Agreement. At the expiration of the Initial Term, this Agreement will automatically renew for additional one (1) year periods (the "**Renewal Term**" or the "**Renewal Terms**", and together with the Initial Term, the "**Term**") unless either party provides written notice of non-renewal not less than ninety (90) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable, or unless the Agreement terminates in accordance with this Agreement.

3. **Position and Duties.**

(a) **Employment with the Employer.** During the Term, Employee shall perform such duties and responsibilities as the Employer shall assign to him from time to time consistent with his position. Employee's title shall be Chief Executive Officer. Employee will report to the Board of Directors of the Employer ("Board of Directors").

(b) **Performance of Duties and Responsibilities.** Employee shall serve the Employer faithfully and to the best of his ability and shall devote his full working time, attention and efforts to the business of the Employer during his employment with the Employer. Employee hereby represents and confirms that he is under no contractual or legal commitments that would prevent him from fulfilling his duties and responsibilities as set forth in this Agreement. During his employment with the Employer, Employee may participate in charitable activities and personal investment activities to a reasonable extent, so long as such activities do not interfere with the performance of his duties and responsibilities hereunder.

4. **Performance Evaluation.** The Board of Directors shall review and evaluate the performance of the Employee at least annually in advance of the anniversary date of hire. Said Criteria may be added or deleted as the Board of Directors may from time to time determine, in consultation with Hillsborough County Board of County Commissioners, the Chief Elected Official of Region 15 Workforce Development Board additional performance criteria may be added. Further, Board of Directors shall provide the Employee with a written statement of findings and provide an adequate opportunity for the Employee to respond and discuss the evaluation with the Board of Directors. This evaluation will be facilitated by the Executive Committee, and reviewed and approved by the Board of Directors.

5. **Compensation.** As his compensation for all services rendered to the Employer during the Term, the Employee shall receive the compensation provided for in this Section, subject to withholding and other applicable employment taxes.

(a) The Employer agrees to pay the Employee for services rendered pursuant hereto an annual base salary of one-hundred and eighty-five thousand Dollars (\$185,000.00), payable in installments at the same time that other employees are paid. The Employer shall consider additional salary or benefit increases as it may deem appropriate no later than sixty (60) days after completion of the Employee's annual performance evaluation, which increase shall be retroactive to the annual review date.

(b) In the event no action is taken pursuant to Section 5(a), then the Employee shall receive the same wage increases at the same time and in the same manner as all other unclassified managerial employees of the Employer as approved by the Employer during its budget process. However, the Employer may at any time increase or decrease the amount budgeted for the Employee.

(c) Other Benefits. During the Term, Employee shall be entitled to participate in all employee benefit plans and programs of the Employer to the extent that Employee meets the eligibility requirements for each individual plan or program. The Employer provides no assurance as to the adoption or continuation of any particular employee benefit plan or program, and Employee's participation in any such plan or program shall be subject to the provisions, rules and regulations applicable thereto.

(d) Expenses. During the Term, the Employer shall reimburse Employee for all reasonable and necessary out-of-pocket business and travel expenses incurred by him in the performance of his duties and responsibilities here under, and approved by the Chair in advance and subject to the Employer's normal policies and procedures for expense verification and documentation. Employer agrees to pay for all appropriate professional dues and subscriptions of the Employee that are reasonably necessary for continued and full participation in local, state, regional, and national associations and organizations necessary and desirable for continued professional growth and advancement.

6. **Termination of Employment.**

- (a) Employee's employment with the Employer shall terminate immediately upon:
- (i) Employee's receipt of written notice from the Employer of the termination of his employment, which notice shall specify the date on which Employee's employment shall terminate;
 - (ii) Employee's abandonment of his employment or his resignation with or without Good Reason (as defined below),
 - (iii) Expiration of the Term;
 - (iv) Employee's Disability (as defined below), or
 - (v) Employee's death.
- (b) The date upon which Employee's termination of employment with the Employer occurs shall be the "Termination Date".

7. **Powers of the Board of Directors and Chief Elected Official Regarding the Employee.** Employee's employment may also be terminated pursuant to Section 4.4-Powers regarding Director and Staff of the CSTB By-Law.

- (a) The Board shall have the authority to suspend, with or without pay, or remove the Director, Interim Director, or the designated person responsible for the operational and

administrative functions of CSTB with or without cause. The CEO shall have the authority to direct the Board to suspend, with or without pay, or remove the Director, Interim Director or the designated person responsible for the operational and administrative functions of CSTB for cause. Upon receipt of the CEO's direction, the Board shall provide written notice to the Director, Interim Director or designated person of the termination of his or her employment, specifying the date on which the Director, Interim Director or designated person responsible for the operational and administrative functions of CSTB employment shall terminate.

(b). The Director and staff of CSTB shall be subject to the limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430.

8. Payments Upon Termination of Employment.

(a) If Employee's employment with the Employer is terminated prior to the expiration of the Term, by the Employee with Good Reason or by the Employer not for Cause (as defined below), the Employer shall pay in one lump sum to Employee as severance pay an amount equal to Twelve weeks of his current base salary.

(b) If Employee's employment with the Employer is terminated by reason of:

- (i) Cause (as defined below),
- (ii) Employee's abandonment of his employment or Employee's resignation without Good Reason,
- (iii) Employee's Disability, or
- (iv) Employee's death,

the Employer shall pay to Employee or his beneficiary or his estate, as the case may be, his accrued, but unpaid, base salary through the Termination Date, where after no further base salary shall accrue.

(c) Cause, hereunder, shall mean:

- (i) unlawful conduct, gross misconduct or flagrant neglect of duty;
- (ii) the conviction of Employee of a felony or the conviction of Employee of a misdemeanor which involves moral turpitude, or the entry by Employee of a plea of guilty or nolo contendere with respect to any of the foregoing;
- (iii) failure of Employee to perform his duties and responsibilities hereunder

or to satisfy his obligations as an officer or employee of the Employer, which failure has not been cured by Employee within five (5) business days after written notice thereof to Employee from the Employer; or

(iv) material breach of any terms and conditions of this Agreement by Employee not caused by the Employer or any other contract or agreement between the Employer (or any of its affiliates) and Employee, which breach has not been cured by Employee within three (3) business days after written notice thereof to Employee from the Employer;

(v) Misconduct in connection with the performance of any Employee duties, including, without limitation, misappropriation of funds or property of CareerSource Tampa Bay, securing or attempting to secure personal gain in connection with any transaction entered into on behalf of CareerSource Tampa Bay, misrepresentation to CareerSource Tampa Bay, or any violation of law, including County ordinances, involving personal gain to CareerSource Tampa Bay in conjunction with the Employee's employment.

(vi) Misconduct as defined in Section 215.425(4)(a)2, Fla. Stat.

In each case, with respect to subsections (i) through (v), as determined in good faith by the Board of Directors in the exercise of its reasonable business judgment.

(d) "**Disability**" hereunder shall mean the inability of Employee to perform on a full-time basis the duties and responsibilities of his employment with the Employer by reason of his illness or other physical or mental impairment or condition, if such inability continues for a period of 90 days (whether contiguous or not) or more during any 360-day period.

(e) "**Good Reason**" hereunder shall mean the occurrence of the following without Employee's prior written consent: (i) the assignment to Employee of any duties or responsibilities which result in the material diminution of Employee's then current position or (ii) relocation of Employee to an office greater than 50 miles from his current principal location of employment. Notwithstanding the foregoing, any actions taken by the Employer to accommodate a Disability of Employee or pursuant to the Family and Medical Leave Act shall not be a Good Reason for purposes of this Agreement.

(f) In the event of termination of Employee's employment, the sole obligation of the Employer shall be its obligation to make the payments called for by Section 8(a) or 8(b) hereof, and the Employer shall have no other obligation to Employee or to his beneficiary or his estate, except as otherwise provided by law, under the terms of any other

applicable agreement between Employee and the Employer or under the terms of any employee benefit plans or programs then maintained by the Employer in which Employee participates.

(g) Notwithstanding the foregoing provisions of this Section 8, the Employer shall not be obligated to make any payments to Employee under Section 8(a) hereof unless Employee shall have signed a release of claims in favor of the Employer in a form to be prescribed by the Board of Directors and all applicable consideration periods and rescission periods provided by law shall have expired.

9. **Non-Solicitation.** For purposes of this Agreement, the following definitions shall apply: (i) "**Employer Customers**" means those customers or prospective customers of the Employer during the Term with which the Employer has or had a reasonable expectation of doing business; (ii) "**Competitive Services**" means products or services of the same type or nature as those sold or provided by the Employer during the Term; and (iii) "**Restricted Period**" means the period beginning on the Termination Date and ending on the date two (2) years after the Termination Date. Employee hereby acknowledges that, during and solely as a result of his employment by the Employer, he has received and shall continue to receive during the Term: (1) special training and education with respect to the operations of the Employer and other related matters, and (2) access to Confidential Information and business and professional contacts. In consideration of the foregoing and other special and unique opportunities afforded to the Employee by the Employer as a result of the Employee's employment, the Employee hereby agrees as follows:

(a) **Non-Solicitation of Customers and Employees.** During the Term and the Restricted Period, the Employee shall refrain from and will not, directly or indirectly, as an independent contractor, employee, consultant, agent, partner, joint venturer, or otherwise, (a) solicit or counsel any Employer Customer to terminate its business relationship with the Employer for Competitive Services, or interfere in any way with the business relationship between any Employer Customer and the Employer with respect to Competitive Services; (b) accept, with or without solicitation, any business from any Employer Customer; or (c) solicit, directly or indirectly, any of the employees, agents or independent contractors of the Employer, or any other third party for which the Employer acts under contract, or any person who served the Employer in such a capacity during the twelve (12) months prior to the Termination Date.

(b) **Non-disparagement.** During the Term and thereafter, Employee shall refrain from making any statements to any person or organization (including without limitation members of the press and media) and other members of the public, which would disparage the Employer, its officers, managers, members or affiliates. The foregoing shall not be violated by truthful statements in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including without limitation, deposition in connection with such proceedings).

(c) Remedies. Employee agrees that upon a violation of this Section 8, the period during which such covenants apply will be extended by the number of days equal to the period of such violation. Employee further acknowledges that damages at law will be difficult, if not impossible, to measure accurately in the event that Employee violates the terms of this Section 8 and that the Employer would suffer substantial damages as a result of such violation. Accordingly, Employee agrees that upon a violation of any of the provisions of this Section 8, the Employer will be entitled, at its option and in its sole discretion, upon application to a court of competent jurisdiction, to obtain injunctive relief to enforce any of such provisions of this Agreement, which injunctive relief will be in addition to any other rights or remedies available to the Employer.

(d) This Section 9 shall survive expiration of the Term and any termination of this Agreement.

10. **Consent to Enforcement by Successor, Assignee or Third Party Beneficiary.**

(a) The Employee acknowledges that the Employer's rights pursuant to this Agreement may be assigned by the Employer to a successor or assignee, whether by merger, stock sale, asset sale, or like corporate event, and recognizes that the restrictions imposed herein may be enforced by such successor or assignee or by any third party beneficiary.

(b) This Agreement and all rights of the Employee hereunder shall inure to the benefit of and be enforceable by the Employee's personal or legal representative, executors, administrators, successors, heirs, distributees, devisees and legatees.

11. **Non-Disclosure.** The following provisions shall survive expiration of the Term and any termination of this Agreement.

(a) Confidentiality. In carrying out the terms of this Agreement, Employer may disclose to Employee certain confidential, proprietary and trade secret information (the "Confidential Information"). Employee shall protect and keep confidential any and all Confidential Information and shall not use, disclose, or allow any third party access to any such Confidential Information, except to the extent contemplated by this Agreement. Employee shall use his best efforts to ensure that only employees of Employer, if applicable, and third parties whose duties give them a need to know such Confidential Information, shall have access thereto. All such persons and entities shall be instructed to treat the same as proprietary and confidential and the receiving party shall take such other measures to protect the confidentiality of such Confidential Information as it deems reasonable under the circumstances. Notwithstanding the foregoing, Employee shall not be liable to Employer with regard to any disclosure of Confidential Information of

Employer which (i) was known to Employee, without restriction, at the time of disclosure, (ii) is disclosed with the prior written approval of Employer, (iii) was independently developed by Employee, without any use of the Confidential Information, or (iv) becomes known to Employee, without restriction, from a source who obtained such information other than through the breach of this Agreement by Employee and not otherwise in violation of Employer's rights.

(b) Delivery of Documents. Upon termination or expiration of this Agreement, Employee shall deliver to Employer all documents in his possession necessary or relating to the operation of Employer.

(c) Permitted Disclosures.

(i) Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. The Employee shall promptly provide written notice of any such order to the Board of Directors. Nothing in this Agreement prohibits or restricts the Employee (or Employee's attorney) from initiating communications directly with, responding to an inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other federal or state regulatory authority.

(ii) Nothing in this Agreement in any way prohibits or is intended to restrict or impede the Employee from exercising protected rights, or otherwise disclosing information as permitted by law.

(d) Notice of Immunity Under the Economic Espionage Act of 1996 as amended by the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement:

(i) The Employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

(ii) If the Employee files a lawsuit for retaliation by the Employer for reporting a suspected violation of law, the Employee may disclose the Employer's trade secrets to the Employee's attorney and use the trade secret information in the court proceeding if the Employee (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

12. **Proprietary Rights.**

(a) **Work Product.** The Employee acknowledges and agrees that all right, title and interest in and to all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived or reduced to practice by the Employee individually or jointly with others during the period of his employment by the Employer and relate in any way to the business or contemplated business, products, activities, research or development of the Employer or result from any work performed by the Employee for the Employer (in each case, regardless of when or where prepared or whose equipment or other resources is used in preparing the same) all rights and claims related to the foregoing, and all printed, physical and electronic copies, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to U.S. and foreign (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how and other Confidential Information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights, all improvements thereto and all similar or equivalent rights or forms of protection in any part of the world (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Employer.

(b) **Assignment of Rights.** With respect to Work Product and Intellectual Property Rights made, conceived, or reduced to practice by the Employee (either solely or jointly with others) during the course of the Employee's relationship with the Employer; and with respect to all Work Product and Intellectual Property Rights made, conceived, or reduced to practice by the Employee (either solely or jointly with others), within twenty four (24) months after termination of the Employee's relationship with the Employer:

(i) The Employee hereby assigns and agrees to assign to the Employer all of the Employee's rights in the Work Product and Intellectual Property Rights and all reissues, renewals and extensions thereof;

(ii) The Employee shall, during the period of his relationship with the Employer and at all times thereafter, promptly upon request by the Employer (without any charge to the Employee, at the sole expense of the Employer), execute, acknowledge and deliver to the Employer such written instruments and perform such other lawful acts as may be necessary, in the opinion of the Employer or its counsel, to obtain, maintain and enforce Work Product and Intellectual Property Rights and all reissues, renewals and extensions thereof and to vest the entire right, title and interest thereto in the Employer;

(iii) The Employee represents that he has no right, title or interest in or to any Work Product or Intellectual Property Rights, which has been made, conceived or reduced to practice by the Employee (either solely or jointly with others) prior to the commencement of the Employee's relationship with the Employer.

(c) Further Assurances. To the extent the Employer deems necessary or desirable to effect the intent of the assignment, transfers and set-overs provided for in Section 9(b), the Employee and his heirs, assigns and representatives shall, at the expense of the Employer (but without compensation), assist the Employer or its nominee to obtain patents, copyrights, trademarks and trade names or similar rights or protection (including any renewals or continuation thereof) for any and all Work Product and Intellectual Property Rights in any country or countries throughout the world. The Employee and his heirs, assigns and representatives shall execute and deliver any and all applications, assignments or other instruments necessary or desirable to secure United States or foreign patents, copyrights, trademarks and trade names or similar rights or protection (including any renewals or contributions thereof), and to transfer to the Employer upon request, any and all right, title or interest in and to any and all such Work Product and Intellectual Property Rights. The Employee and his heirs, assigns and representatives shall give to the Employer, upon request, any and all facts known to his or them reflecting such Work Product and Intellectual Property Rights with respect to any of the foregoing, including without limitation any and all formulas, processes, sketches, drawings, models and figures.

13. **Indemnification.** CareerSource Tampa Bay shall defend, hold harmless, and indemnify the Employee against any tort, claim, demand, civil rights, or other legal action, arising out of any act, event, or omission occurring in the performance of the Employee's

professional duties as Chief Executive Officer, and while serving a public purpose, except to the extent that the Employee acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton or willful disregard of human rights, safety, or property. CareerSource Tampa Bay will provide defense for, and compromise or settle any such claim or suit, as it deems appropriate, and pay the amount of any settlement or judgment rendered thereon. This indemnification shall extend beyond termination of employment or other expiration of this Agreement, to provide full and complete protection to the Employee for acts undertaken or committed by the Employee in the Chief Executive Officer's capacity as Chief Executive Officer, regardless of whether receipt of notice or filing of any claim or lawsuit occurs during or following the Chief Executive Officer's employment with CareerSource Tampa Bay.

14. **Notice.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered; (ii) one day after sent by reputable overnight express courier (charges prepaid), or (iii) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing, notices, demands and communications to the parties shall be sent to the addressed indicated below:

Employer: Chairman, CareerSource Tampa Bay
4902 Eisenhower Blvd. Suite 250
Tampa, FL 33634

Employee: John Flanagan

15. **Miscellaneous.**

(a) **Modification.** This Agreement shall not be modified or amended except by an instrument in writing signed by both parties.

(b) **Waiver of Breach or Violation Not Deemed Continuing.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

(c) **Disclosure to Subsequent Employers.** The Employee agrees that he will disclose the obligations contained in this Agreement to any third party that offers to retain or employ Employee in anticipation that Employee's relationship with the Employer will cease, and to any third party that in fact does retain or employ the Employee after Employee's relationship with the Employer ceases. Moreover, the Employee expressly authorizes the Employer to disclose to any such third party the existence and

terms of this Agreement should the Employee fail to do so.

(d) Assignment. The Employee shall not assign all or any portion of his rights, obligations, or duties under this Agreement to any third party without the prior written approval of the Employer. Any assignment in violation of this provision shall be void and of no force or effect.

(e) Necessary Action. Each party shall perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

(f) Cost of Enforcement. In the event either party is required to institute legal proceedings to enforce any term or provision of this Agreement, the prevailing party in such proceedings shall be entitled to be reimbursed for its reasonable attorneys' and legal assistants' fees and costs incurred in connection with such proceedings. For this purpose, the term "prevailing party" shall mean the party whose position is substantially sustained in the settlement or in the final judgment rendered in any litigation.

(g) Venue. For those matters or disputes of any nature arising out of, connected with, related or incidental to the Agreement, the parties hereto hereby irrevocably submit themselves to the exclusive jurisdiction of the courts of the State of Florida located in Hillsborough County, Florida and to the jurisdiction of the United States District Court for the Middle District of Florida for the purpose of bringing any action that may be brought in connection with the provisions hereof. The parties hereto hereby individually agree that they shall not assert any claim that they are not subject to the jurisdiction of such courts, that the venue is improper, that the forum is inconvenient or any similar objection, claim or argument. Service of process on either of the parties hereto with regard to any such action may be made by mailing the process to such party by regular or certified mail to the address of such person set forth herein or to any subsequent address to which notices shall be sent or in any other manner permitted by applicable law.

(h) Jury Trial Waiver. THE EMPLOYEE AND THE EMPLOYER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT BETWEEN THEM THAT ARISES AT ANY TIME OUT OF THIS AGREEMENT OR THE EMPLOYEE'S ASSOCIATION WITH THE EMPLOYER, WHETHER AT LAW OR IN EQUITY, WHETHER BASED ON A CLAIM OR COUNTERCLAIM ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR COUNTERCLAIM, AND INCLUDING WITHOUT LIMITATION CLAIMS UNDER TORT, CONTRACT, CORPORATE, AND EMPLOYMENT LAWS.

(i) Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof

and supersedes all prior understandings and agreements related to Employee's employment with the Employer. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by a duly authorized officer or agent of the party to be bound thereby.

(j) Counterparts. This Agreement may be executed in separate counterparts, whether by original signature or facsimile or electronic copy, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, the Employer and Employee have executed this Agreement as of the date first above written.

EMPLOYEE:

JOHN FLANAGAN

EMPLOYER:

CHAIRMAN
TAMPA BAY WORKFORCE ALLIANCE,
INC. (D/B/A CAREERSOURCE TAMPA BAY)

By: _____
Name: _____
Title: _____

WITNESS

WITNESS

APPROVED AS TO LEGAL SUFFICIENCY:

Jennie Granahan Tarr
CareerSource Legal Counsel



INFORMATION ITEM # 1

Expenditure Reports for the period ending March 31, 2020

CareerSource Tampa Bay
Grant Award to Actual Expenditures
FY 2019-2020
For Period Ending 3/31/2020

Program Description	Award Begin Date	Award End Date	Award Amount	FY 19-20 Budget	FY 19-20 Expenditures YTD	FY 19-20 Remaining Budget	FY 19-20 Expenditure Rate	Overall Expenditure Rate Expected	Overall Expenditure Rate Actual
Workforce Innovation Opportunity Act									
WIOA - Adult PY2018	7/1/18	6/30/20	2,755,573	1,308,804	1,308,804	(0)	100%	88%	100%
WIOA - Adult PY2019	7/1/19	6/30/21	2,621,848	2,828,571	1,118,317	1,710,254	40%	38%	43%
WIOA - Dislocated Worker PY2018	7/1/18	6/30/20	2,975,639	2,418,120	1,608,256	809,864	67%	88%	73%
WIOA - Dislocated Worker PY2019	7/1/19	6/30/21	2,975,147	1,928,876	-	1,928,876	0%	38%	0%
WIOA - Youth PY2018	4/1/18	6/30/20	3,014,051	2,787,772	1,712,310	1,075,462	61%	89%	64%
WIOA - Youth PY2019	4/1/19	6/30/21	2,837,546	2,270,037	-	2,270,037	0%	44%	0%
WIOA - Supplemental	7/1/19	12/31/20	265,535	265,535	-	265,535	0%	50%	0%
WIOA - Sector Strategies - Career READY	7/1/19	12/31/19	20,000	20,000	20,000	-	100%	100%	100%
WIOA - Sector Strategies - IT Training	7/1/19	12/31/19	70,000	70,000	64,597	5,403	92%	100%	92%
WIOA - Community Based Sec Str	7/1/19	12/31/19	25,000	25,000	6,532	18,468	26%	100%	26%
WIOA - Apprenticeship FLA	5/1/18	4/30/20	40,000	13,759	7,944	5,815	58%	96%	85%
WIOA - Soft Skills	2/1/19	6/30/21	100,000	96,345	5,565	90,780	6%	48%	9%
WIOA - Performance Incentives	7/1/19	12/31/20	122,152	122,152	-	122,152	0%	50%	0%
WIOA - Emerging Initiatives - Foundational Skills	12/1/19	6/30/21	20,833	20,833	-	20,833	0%	21%	0%
WIOA - Hurricane Maria Outreach	1/1/18	9/30/19	71,507	3,978	3,978	0	100%	100%	100%
Total Workforce Innovation Opportunity Act				14,179,781	5,856,303	8,323,478	41%		
Employment Services									
Wagner Peyser PY2018	7/1/18	9/30/19	1,402,798	239,021	239,021	0	100%	100%	100%
Wagner Peyser PY2019	7/1/19	9/30/20	1,418,050	1,318,050	396,641	921,409	30%	60%	28%
DVOP PY2018	10/1/18	12/31/19	133,654	5,413	5,413	(0)	100%	100%	100%
DVOP PY2019	10/1/19	9/30/20	215,885	171,035	47,583	123,452	28%	50%	22%
LVER PY 2018	10/1/18	12/31/19	39,028	1,456	1,456	(0)	100%	100%	100%
LVER PY 2019	10/1/19	9/30/20	60,887	48,237	14,406	33,831	30%	50%	24%
Supplemental Nutrition Assistance Program PY2018	10/1/18	9/30/19	791,531	241,927	241,927	(0)	100%	100%	100%
Supplemental Nutrition Assistance Program PY2019	10/1/19	9/30/20	600,000	450,000	262,254	187,746	58%	50%	44%
Reemployment Assistance Program PY2018	10/1/18	11/30/19	71,167	31,880	24,030	7,850	75%	100%	89%
Reemployment Assistance Program PY2019	10/1/19	9/30/20	40,000	30,000	-	30,000	0%	0%	0%
TAA Administration PY2017	7/1/17	9/30/19	31,695	22,292	598	21,694	3%	100%	32%
TAA Training PY2018	7/1/18	9/30/19	119,512	99,667	6,129	93,538	6%	100%	22%
TAA Training PY2019	10/1/19	9/30/20	60,000	60,000	16,472	43,528	27%	50%	27%
TAA Case Management PY2018	7/1/18	9/30/19	22,480	4,544	4,001	543	88%	100%	98%
TAA Case Management/Admin PY2019	10/1/19	9/30/20	40,000	40,000	9,754	30,246	24%	50%	24%
Military Family	7/1/19	6/30/20	98,434	98,434	72,370	26,064	74%	75%	74%
Total Employment Services				2,861,957	1,342,055	1,519,902	47%		
Welfare Transition									
Welfare Transition Program PY2018 Oct-June	10/1/18	7/31/19	3,672,466	455,590	455,590	(0)	100%	100%	100%
Welfare Transition Program PY2019 July-Sept	7/1/19	11/30/19	893,134	893,134	893,134	-	100%	100%	100%
Welfare Transition Program PY2019 Oct-June	10/1/19	8/31/20	3,638,872	3,638,872	1,623,116	2,015,756	45%	54%	45%
Total Welfare Transition				4,987,596	2,971,840	2,015,756	60%		
Direct Grants & Special Projects									
RESEA Transition PY2019	1/1/19	5/31/20	610,169	477,417	381,231	96,186	80%	88%	84%
RESEA Transition PY2020	4/1/20	6/30/21	300,000	100,000	-	100,000	0%	0%	0%
NEG - Hurricane Maria Evacuees	10/1/17	9/30/20	200,000	176,796	106,562	70,234	60%	83%	65%
USDOL Tech Hire	7/1/16	6/30/20	3,796,320	1,278,551	608,685	669,866	48%	94%	82%
Tech Hire Evaluation	3/20/18	6/30/20	75,000	29,422	16,774	12,648	57%	89%	83%
Tampa Housing	5/15/17	3/31/21	148,275	91,374	13,057	78,317	14%	74%	27%
Citi Foundation	9/18/17	8/31/19	250,000	3,739	3,739	(0)	100%	100%	100%
Total Direct Grants & Special Projects				2,157,300	1,130,048	1,027,252	52%		
Totals				\$ 24,186,633	11,300,246	12,886,387	47%		

**CareerSource Tampa Bay
Expenditure Report
For Period Ending March 31,2020**

Funding Sources

Total WIOA	Total Emp Services	Total WTP	Total Direct Grants and Special Proj	Total All
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Current Year Budgeted Revenues:

Carryforward Funds from FY 2019	6,743,778	580,841	198,782	609,249	8,132,650
FY 2020 Award	8,843,061	2,598,616	4,788,814	1,848,051	18,078,542
Total Funds available	15,586,839	3,179,457	4,987,596	2,457,300	26,211,192
Interfund transfer	-	-	-	-	-
Less: Planned Carryforward for FY 2021	(1,407,058)	(317,500)	-	(300,000)	(2,024,558)
Total Available Funds Budgeted	14,179,781	2,861,957	4,987,596	2,157,300	24,186,634

Expenditures to Date:

Pooled Costs:

Case Management	2,027,002	407,239	1,243,665	313,797	3,991,704
Business Services	670,781	-	306,404	-	977,185
Career Services	470,822	-	234,690	5,808	711,319
Indirect Costs	709,703	101,862	293,781	57,937	1,163,283
One Stop Operating	259,087	516,255	201,099	83,003	1,059,444
Technology	43,982	212,992	52,312	3,706	312,992
Community Outreach	15,420	49,480	15,384	8,616	88,900
Staff Training & Development	-	13,735	-	-	13,735
Total Pooled Costs:	4,196,797	1,301,564	2,347,335	472,867	8,318,563

Direct Costs:

Service Provider Contracts	-	-	-	225,963	225,963
Participant & Worked Based Learning Costs	1,615,563	22,601	624,505	187,178	2,449,847
Program Staff Direct	-	-	-	182,184	182,184
DEO (Jointly managed staff) travel	-	15,595	-	-	15,595
Other Operating Costs	43,943	2,295	-	61,856	108,094
Total Direct Costs:	1,659,506	40,492	624,505	657,181	2,981,683

Total Expenditures to Date

5,856,303	1,342,055	2,971,840	1,130,048	11,300,245
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Unexpended Balance

8,323,478	1,519,902	2,015,756	1,027,253	12,886,389
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% of Budget Expended

41.30%	46.89%	59.58%	52.38%	46.72%
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**CareerSource Tampa Bay
Pooled Cost Expenditure Detail
For Period Ending March 31,2020**

	Case Management	Business Services	Career Services	Indirect Costs	One Stop Operating	Technology	Community Outreach	Staff Training & Dev	Total
Total Pooled Cost Budgets	5,591,487	1,425,000	1,141,347	2,602,251	1,915,000	600,000	340,000	50,000	13,665,085
Expenditures:									
Salaries & Benefits	3,788,906	911,065	689,557	922,473	43,647	-	-	13,735	6,369,383
Accounting/Audit Fees	-	-	-	14,662	-	-	-	-	14,662
Legal Fees	-	-	-	7,549	-	-	-	-	7,549
Bank Fees	-	-	-	2,921	-	-	-	-	2,921
Payroll Processing Fees	-	-	-	31,976	-	-	-	-	31,976
Professional Fees	52,352	13,190	18,977	61,543	46	-	-	-	146,108
Contract Labor	-	-	-	-	-	-	1,125	-	1,125
Contract IT Svcs	-	-	-	23,786	-	270,169	-	-	293,955
Office Rent / Lease	94,636	7,990	-	44,074	726,760	-	-	-	873,460
Utilities	-	-	-	-	15,536	-	-	-	15,536
Repairs & Maintenance	191	10	-	117	16,810	500	-	-	17,629
Security	878	62	-	443	60,655	-	-	-	62,038
Janitorial Services	-	-	-	-	7,082	-	-	-	7,082
Pest Control	-	-	-	-	1,006	-	-	-	1,006
Equipment Rental	6,038	497	-	2,866	38,566	-	-	-	47,967
Copy machine usage / maintenance	6,922	549	-	3,497	27,724	-	-	-	38,692
Office Supplies	2,490	178	-	1,496	15,248	-	161	-	19,573
Operating Supplies	82	50	200	789	515	13	2,701	-	4,349
Computer Software License / Maint	2,513	26,833	-	4,358	1,805	41,705	-	-	77,215
Equipment <5000	229	-	-	1,108	4,205	255	1,794	-	7,592
Postage / Shipping	397	21	-	501	3,758	-	-	-	4,677
Document Shredding	443	29	-	229	2,620	-	-	-	3,320
Insurance Com Property	652	36	-	395	9,377	-	-	-	10,459
Insurance General Liability	1,175	64	-	1,728	23,196	-	-	-	26,162
Insurance D&O	-	-	-	2,600	-	-	-	-	2,600
Telecommunication	9,867	2,954	276	9,451	60,790	-	-	-	83,339
Outreach / Marketing	-	543	-	-	-	-	73,420	-	73,963
Travel - Mileage	3,103	4,444	2,200	557	99	-	-	-	10,403
Travel - Out of town	15,214	6,486	-	13,588	-	-	1,469	-	36,757
Meetings & Conferences	5,041	1,740	-	6,891	-	-	1,633	-	15,305
License/Dues/Other Fees	574	442	109	3,688	-	350	6,597	-	11,759
Other Expenses	-	-	-	-	-	-	-	-	-
Total Expenditures to Date	3,991,704	977,185	711,319	1,163,283	1,059,444	312,992	88,900	13,735	8,318,563
Unexpended Balance	1,599,783	447,815	430,028	1,438,968	855,556	287,008	251,100	36,265	5,346,522
% of Budget Expended	71%	69%	62%	45%	55%	52%	26%	27%	61%
Salaries & Benefits as a % of total	95%	93%	97%	79%	0%	0%	0%	0%	
Operating costs as a % of total	5%	7%	3%	20%	100%	100%	100%	100%	



Information Item # 2 Summer Job Connection (SJC) 2020 Update

2020 Goal: Serve 1,500 youth & targeting 300 businesses

Key Program Dates:

- June 8 - June 12, 2020 – Youth Summit Events – Locations TBD
- June 15, 2020 – Participants first day of program
- June 15 – July 10, 2020- SJC Career Specialist conduct weekly monitoring via Zoom
- July 24, 2020 – Participants last day of program

Applications as of 4.1.2020:

- Over 1,550 Youth applications – Closed Application 3.30.2020
- Over 119 Employer applications received
- 826 positions requested

Program Updates:

- Youth will be offered a Hybrid option for Summer – Career Exploration & Fall Paid Work Experience Cohort
 - Four week blended model Career Exploration component
 - Beginning June 15th thru July 10th
 - Youth receive an incentive for milestone completion
- Fall Internship Dates: October - November
 - Duration: 8 weeks
 - Rate of Pay: \$11.00 per hour;
 - Hours Max Per Week: 20 hours per week

Learning Today, Leading Tomorrow...One Summer Can Change your Future – We are making connections that matter!



Information Item # 3 DEO Programmatic Monitoring Visit

Overview:

Department of Economic Opportunity (DEO) staff conducted programmatic monitoring review from 5/4/2020 to 5/14/2020.

Each Program Year, DEO conducts a programmatic quality assurance review of Career Source Tampa Bay’s workforce services programs. Programs included in this review are Welfare Transition (WT), Supplemental Nutrition Assistance Program (SNAP), Trade Adjustment Act (TAA), Workforce Innovation and Opportunity Act (WIOA), Wagner-Peyser (WP), Migrant and Seasonal Farmworkers (MSFW) and any Special Projects that were operational during the review period. The review period for this DEO monitoring is January 1st, 2019 through December 31st, 2019.

Included in this monitoring, is a review of both participant program related files and any related policies governing the related programs.

The sample size for this monitoring is 277 which includes 246 participants and 31 Job Orders (25 regular and 6 Agriculture Job Orders).

CSTB: PY 19-20 DEO Monitoring Sample			
Program	Totals	Breakdown	Sample
WIOA	75	AD/DW	32
		Youth	18
		Special Projects	25
SNAP	45	SNAP	45
TAA	6	TAA	6
WTP	55	WTP	50
		Summer Youth	5
WP	96	Jobseekers	27
		RESEA	8
		WP Placements	20
		MSFW	10
		Agriculture Job Orders	6
		Job Orders	25
		Total	277

Concluding the monitoring visit, DEO will provide an overview of any findings and other non-compliant issues that should be addressed by CSTB. A formal monitoring report is normally received within a 15-day period following the visit.



Information Item # 4
WIOA Primary Indicators of Performance:
PY 19-20 Q3 Jan-Mar.

LWDB 15

Measures	PY 2019-2020 3rd Quarter Performance	PY 2019-2020 % of Performance Goal Met for Q3	PY 2018-2019 3rd Quarter Performance	PY 2019-2020 Performance Goals
Adults:				
Employed 2nd Qtr After Exit	76.30	84.59	90.80	90.20
Median Wage 2nd Quarter After Exit	\$8,832	128.93	\$8,414	\$6,850
Employed 4th Qtr After Exit	84.70	101.44	90.20	83.50
Credential Attainment Rate	88.90	136.77	92.30	65.00
Dislocated Workers:				
Employed 2nd Qtr After Exit	71.50	84.92	91.60	84.20
Median Wage 2nd Quarter After Exit	\$8,912	130.10	\$7,871	\$6,850
Employed 4th Qtr After Exit	85.50	107.95	87.50	79.20
Credential Attainment Rate	91.00	133.43	88.90	68.20
Youth:				
Employed 2nd Qtr After Exit	75.80	100.40	82.60	75.50
Employed 4th Qtr After Exit	81.40	117.63	83.20	69.20
Credential Attainment Rate	84.90	112.45	83.80	75.50
Wagner Peyser:				
Employed 2nd Qtr After Exit	64.20	94.13	63.80	68.20
Median Wage 2nd Quarter After Exit	\$5,912	121.90	\$5,892	\$4,850
Employed 4th Qtr After Exit	63.00	96.63	64.10	65.20

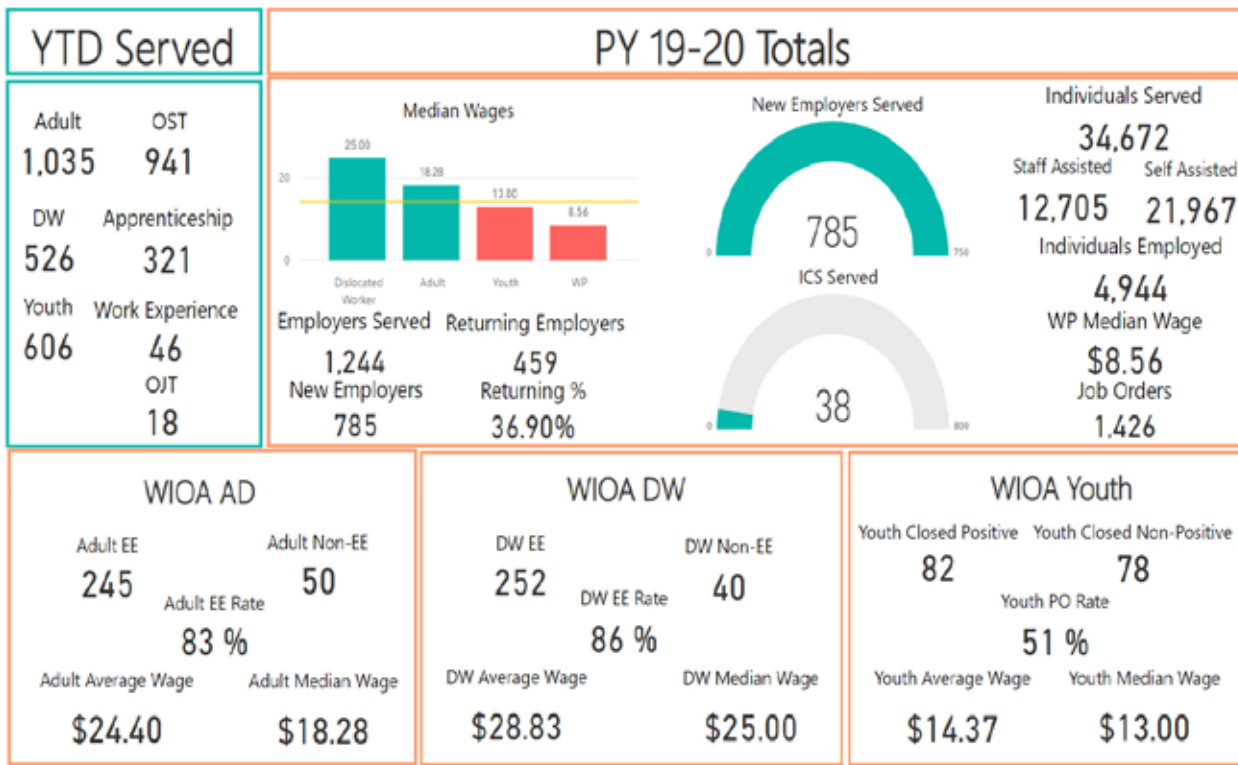
Not Met (less than 90% of negotiated)
Met (90-100% of negotiated)
Exceeded (greater than 100% of negotiated)

Statewide

Measures	PY 2019-2020 3rd Quarter Performance	PY 2019-2020 % of Performance Goal Met for Q3	PY2018-2019 3rd Quarter Performance	PY 2019-2020 Performance Goals
Adults:				
Employed 2nd Qtr After Exit	85.80	100.70	87.00	85.20
Median Wage 2nd Quarter After Exit	\$8,406	122.72	\$8,319	\$6,850
Employed 4th Qtr After Exit	84.60	101.93	85.90	83.00
Credential Attainment Rate	80.80	124.31	85.00	65.00
Dislocated Workers:				
Employed 2nd Qtr After Exit	84.30	101.57	88.70	83.00
Median Wage 2nd Quarter After Exit	\$8,665	126.50	\$8,102	\$6,850
Employed 4th Qtr After Exit	86.50	109.49	85.90	79.00
Credential Attainment Rate	81.80	120.29	82.70	68.00
Youth:				
Employed 2nd Qtr After Exit	79.80	105.70	83.50	75.50
Employed 4th Qtr After Exit	79.70	115.51	80.10	69.00
Credential Attainment Rate	77.90	103.18	81.20	75.50
Wagner Peyser:				
Employed 2nd Qtr After Exit	67.60	109.03	64.40	62.00
Median Wage 2nd Quarter After Exit	\$5,414	111.63	\$5,362	\$4,850
Employed 4th Qtr After Exit	66.60	103.74	63.90	64.20



Information Item # 5 CSTB Performance Dashboard 5-11-2020



Source: Emply Florida/CSST

Last Updated
5/11/2020



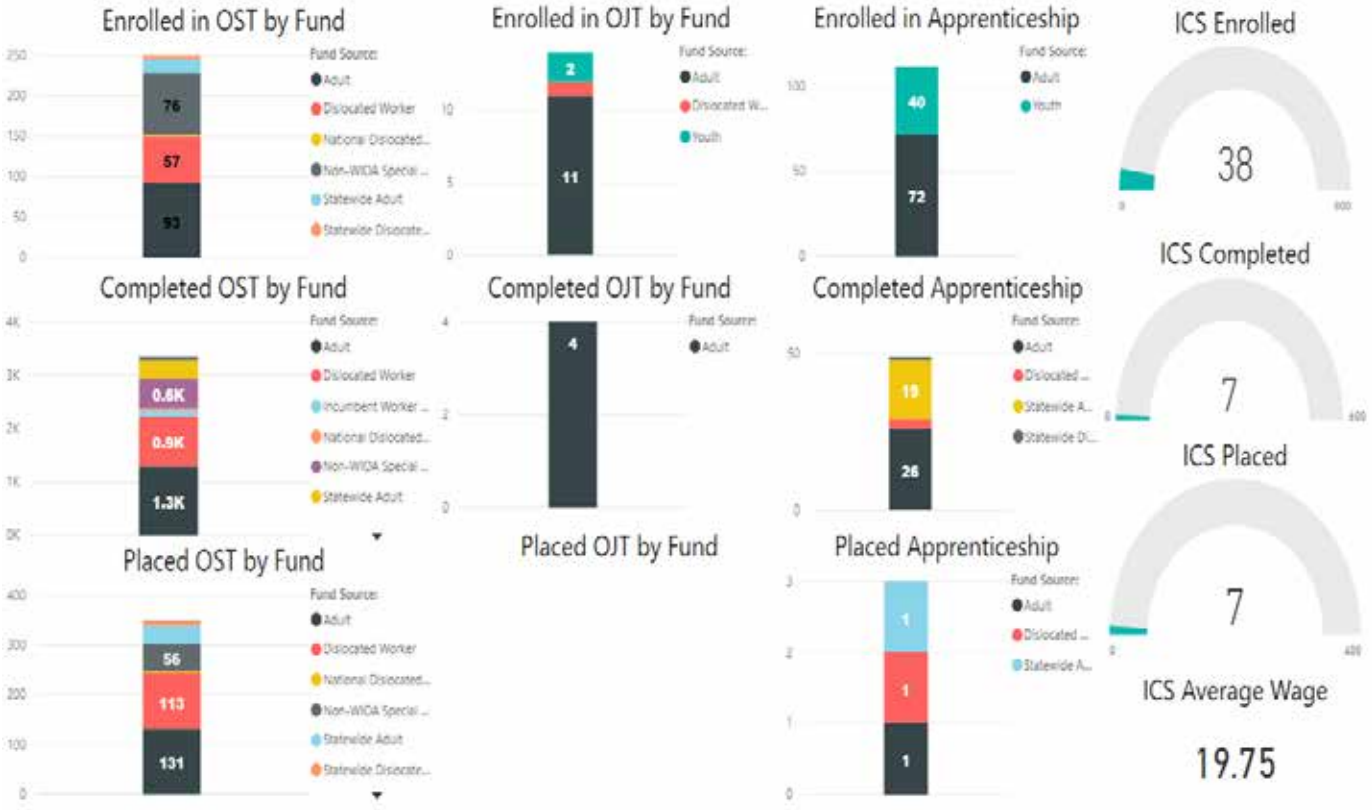
Information Item # 6

CSTB Internal Performance Dashboard

July 1st, 2019-April 12th, 2020

Job Seekers

Avg. Days to Employment	All Served	All Placements	SNAP Served	WT Served	Vets Served	TAA Served	MSFW Served	MSFW Placed	WP Served	WIOA Served
108.89	35,045	6,551	1,979	2,719	2,391	4	1,402	878	31,938	1,709



Youth





Information Item # 7

Public Relations/Marketing Update

(Updated March 30, 2020)

OVERVIEW: *January:* Marketing team supported Business Services with marketing campaign and production of Vision 2020. *February:* Vision 2020 was sold out two weeks before the event and the program was successfully executed. *March:* The Marketing/Public Relations Department worked to support the organization's effort helping citizens adversely impacted by coronavirus COVID 19. We revamped the main CSTB webpage, working closely with programs to provide updates for businesses and individuals. Some actions included:

- Printing 5,000 English, 5,000 Spanish and 1,000 Creole flyers and making them available at all five CSTB centers working with Customer Service and Facilities
- Worked closely with Business Services to ramp up HOT JOBS section
- Updated CSTB COVID 19 Job Resource Tool Kit with Policy and Performance team.
- Developed and maintained CSTB FAQ page
- Worked closely with MIS, Customer Service and vendor CTS to revamp website email. We can now more closely track emails coming into CSTB.
- Updated the website with Reemployment Assistance help
- Promoted online and via the website Florida Reemployment Assistance paper applications, new mobile device and promoted CSTB customer service assistance online and via phone.
- Media calls: Worked closely with media, we've seen an increase in reporter questions.
- Kept partners updated with latest FAQ's
- Produced January-February March-April Electronic Newsletters
- Launched Podcast

MARKETING CAMPAIGNS:

The following marketing campaigns have been put on hold temporarily due to coronavirus COVID 19.

March - 2020

- Mini Job Fair on March 25
- Tech Hire (Goal sign up 50 people)
- Summer Job Connection: Employer engagement and registration

April – 2020

- April 30: Professional Mixer
- Professional Talent of Tampa Bay Campaign (Awareness of this campaign and get people to participate in the program) <https://www.careersourcetampabay.com/job-seekers/job-search/professional-talent>

May – 2020

- Promote Job Fair on May 14, 2020

June – 2020

- Industry Consortiums (Healthcare/Life Sciences) June 12, 2020 promote via digital marketing

The following marketing campaigns are being expanded to highlight our services to people adversely impacted by COVID-19.

April – 2020

- Podcast promotion on social media
- Top Workplaces in Tampa Bay Sponsorship

- Ad placement in Tampa Bay Times, email blasts, social media tbt and Tampabay.com
- April-June: Campaign to bring awareness to CSTB to get people who need assistance looking for jobs and help businesses connect with job seekers. Goal to increase traffic to CSTB website.
 - Digital Marketing
 - Social Media

May – 2020

- Statewide Funded Marketing Campaign:
 - Using final amount, about \$5,000 to promote Business Services in May via Moore Communications via digital marketing.

CSTB MARKETING/PUBLIC RELATIONS DASHBOARD				
(UPDATED 03/31/2020)				
	PY 18-19	Q1 PY 19-20	Q1/Q2 PY 19-20	Q1/Q2/Q3 PY 19-20
Total Website Page Views	861,540	185,806	387,264	471,322
Website Users	203,861	45,062	60,308	78,960
Average Time on page	1:34	1:21	3:35	3:42
Pages per session			3.69	3.73
Bounce Rate	54.08	52.71%	51.37%	50.22
Sessions	372,264	77,414	105,015	126,199
Social Media Impressions	321,810	787,170	888,637	1,743,675
Social Media Engagements	8,425	5,224	10,300	18,816
Total Followers	5,943	7,206	7,746	8,207
Total Net Follower Growth	1,450	466	1004	1,478
Social Media Clicks	0	3,572	5,347	11,395
Total messages/posts	0	305	738	1094
Number of Press Releases	6	8	21	35
Number of "Reporter Inquiries"	9	5	7	29
Earned media/ Viewership/Reach	269,724	163,288	861,681	2,586,762
Earned media dollar figure (net)	\$10,317	\$11,810	\$50,436	\$172,193
Negative media dollar figure (net)				-\$6,560
Number of positive stories published	22	6	38	106
Number of Negative stories published	4	0	3	3

DEFINITIONS:

Page Views is the total number of pages viewed. Repeated views of a single page are counted.

Unique Page Views is the number of sessions during which the specified page was viewed at least once. A unique page view is counted for each *page URL + page Title* combination.

Bounce Rate: A *bounce* is a single-page session on your site. In Analytics, a bounce is calculated specifically as a session that triggers only a single request to the Analytics server, such as when a user opens a single page on your site and then exits without triggering any other requests to the Analytics server during that session. Bounce rate is single-page sessions divided by all sessions, or the percentage of all sessions on your site in which users viewed only a single page and triggered only a single request to the Analytics server.

Earned Media: Amount of free publicity typically generated from press releases.



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