

Please be reminded pursuant to Section 3 of Article XIII of the Bylaws, no member of the Board shall cast a vote on any matter on which he or she has a conflict of interest as defined by federal or state law. Upon discovery of an actual or potential conflict of interest, the Board Member shall promptly disclose the actual or potential conflict of interest, promptly file a written statement of disqualification, shall withdraw from any further participation in the transaction involved, and shall abstain from voting on the matter. In the event of such disclosure or abstention, Article XII Section 3 shall govern the voting requirements on such matter.

# **Board Meeting Agenda – Amended**

September 14, 2023 – 3.00 p.m. Hampton Inn 11780 State Road 54, Odessa, FL 33556 or Join via Microsoft Teams

Call to orderCharles Gibbons, Chai				
Opening Remarks				
Introduction of New Directors (Charles Gibbons)				
Public Comments				
No requests from the public were received during the allotted time period published in the Public Notice on the CareerSource Pasco Hernando website.				
Consent Agenda				
There are no items for the Consent Agenda.				
Action Items				
1. Minutes from June 8, 2023, Board Meeting (Charles Gibbons)				
2. Additions to the Demand Occupations List (Jerome Salatino)				
3. Use of Corporate Funds (Jerome Salatino)				
4. Task Force Ad Hoc Committee (Charles Gibbons)				
5. Special Projects List (Jerome Salatino)				
6. AARP Foundation MOU/IFA (Jerome Salatino)Page 18				
7. AmSkills (Jerome Salatino) Page 46				

# **Board Chair Comments**

# **CEO Comments**

**Information Items** 

Adjournment

# **OPENING REMARKS**Introduction of New Directors

The following individuals have been appointed to the Pasco-Hernando Workforce Board of Directors:

# **Tom Mudano**

- AmSkills, Inc.
- Appointed on August 8, 2023
- Representing Pasco County
- Private Education Sector

# **Stefanie Pontlitz**

- Lighthouse for the Visually Impaired and Blind
- Appointed on September 5, 2023
- Representing Pasco County
- Labor/Apprenticeship Sector

# **Beth Galic**

- Bay Area Manufacturers Association
- Appointed on September 5, 2023
- Representing Pasco County
- Business Sector

No action is required.

# ACTION ITEM 1 Approval of Minutes

In accordance with Article X, Section 1 of the approved bylaws, the Board is required to keep correct and complete minutes of the proceedings of any Board or Committee meeting.

Draft minutes of the June 8, 2023, Board Meeting are presented for review. Any modifications should be requested prior to approval.

# FOR CONSIDERATION

Approval of June 8, 2023, Board Meeting Minutes, to include any modifications or changes noted by the Board.



# Pasco-Hernando Workforce Board, Inc. Board Meeting Minutes - DRAFT June 8, 2023

Meeting Location: Hampton Inn

11780 State Road 54 Odessa, FL 33556

Meeting Held Virtually via Microsoft Teams

**Board Members Attending:** Keven Barber, Mark Barry, Dana Cutlip, Mark Earl, Tate Foster, Charles Gibbons, Lindsey Hack, John Howell, Hope Kennedy, Nils Lenz, Paul Micklow, Lee Middleton, Joelle Neri, Lori Romano, Lex Smith, Sophia Watson

Board Members Absent: Turner Arbour, Timothy Beard

**Staff Attending:** Brenda Gause, Theresa Miner, Jerome Salatino, Ken Russ, Jessica Weightman, Ania Williams

**Others Attending:** Gulf Coast Jewish Family and Community Services - Tracie Entler; The Hogan Law Firm - Jennifer Rey and Jarrod Prater; Department of Economic Opportunity - Daniel Harper, Tameka Austin, Yvette McCullough, and Shawn Brown.

**Quorum Present?** Yes

Call to Order: The meeting was called to order at 3.00 p.m. by Chair, Charles Gibbons.

# **Opening Remarks**

Charles Gibbons introduced Dr. Lori Romano, Lindsey Hack, and Paul Micklow as newly appointed Directors to the Pasco-Hernando Workforce Board.

# **Public Comments**

No public comments were received.

# **Consent Agenda**

There were no items on the Consent Agenda.

# Action Item 1 – Approval of Minutes from March 16, 2023, Board Meeting

The Board reviewed the minutes from the March 16, 2023, Board meeting. All Board members were in agreement that the minutes correctly reflected the actions from that meeting.

MOTION was made by Tate Foster to approve the March 16, 2023, Board meeting minutes.

MOTION was seconded by John Howell. Motion carried 16-0.





# Action Item 2 - Preliminary Budget

The Board reviewed the preliminary budget for the program year 2023-2024. This budget is based on preliminary information in order to have an operating budget in place by July 1, 2023.

MOTION was made by Tate Foster to approve the preliminary budget.

MOTION was seconded by Dr. Lori Romano. Motion carried 16-0.

# Action Item 3 - Targeted Occupations List 2023-2024

The Board reviewed the Targeted Occupations List that lists the demand for occupations in our area. The criteria for 2023-24 requires 30 annual openings with a Mean Wage of \$16.08/hour.

MOTION was made by Mark Barry to approve the Targeted Occupations List for 2023-2024.

MOTION was seconded by John Howell. Motion carried 16-0.

# <u>Action Item 4 – IT Services Contract Amendment</u>

The Board reviewed the request to approve the IT Services Contract Amendment No. 4 with Ryman, Inc. Due to no price increase over the last three years, this amendment includes a 6.12% increase to an annual cost of \$158,478.79.

MOTION was made by Lindsey Hack to approve the IT Services Contract Amendment No. 4 with Ryman, Inc.

MOTION was seconded by Dr. Lori Romano. Motion carried 16-0.

# Action Item 5 - Gulf Coast NCPEP Contract Amendment

The Board reviewed the request to negotiate and enter into an agreement with Gulf Coast Jewish Family and Community Services for the Non-Custodial Parent Employment Program for program year 2023-2024.

MOTION was made by Lindsey Hack to approve the request to negotiate and enter into an agreement with Gulf Coast Jewish Family and Community Services.

MOTION was seconded by Mark Barry. Motion carried 16-0.

# Action Item 6 – WIOA Youth Services Provider Contract Amendment

The Board reviewed a contract modification and budget for program year 2023-24 for the WIOA Youth Services Provider contract with Eckerd Connects. This modification is for the second of three contract periods and the current budget is set at \$988,923.

MOTION was made by Tate Foster to approve the contract modification and \$988,923 budget for the WIOA Youth Services Provider for program year 2023-24.

MOTION was seconded by Lex Smith. Motion carried 16-0.





# Action Item 7 – Training Provider Renewal

The Board reviewed a request to approve two groups of training providers for the 2023-24 program year. Group one included eight training providers to be approved on a temporary 60-day basis until all documentation is completed, and group two included ten training providers that have already submitted all required documentation.

Joelle Neri submitted a conflict of interest disclosure form after the meeting. The nature of the disclosure does not arise to the requirement requiring abstention.

MOTION was made by Mark Barry to approve Computer Coach IT, Metropolitan Technical Career Institute, New Horizons, Concorde Career Institute, National Training, ATA, NAA, and Ultimate Medical Academy to continue as training providers on a temporary 60-day basis until all documentation is completed.

MOTION was seconded by Hope Kennedy. Motion carried 16-0.

Dr. Lori Romano submitted a conflict of interest disclosure form after the meeting. The nature of the disclosure does not arise to the requirement requiring abstention.

MOTION was made by Tate Foster to approve Access Computer Training, AmSkills, Center for Technology Training, Champion Truck Driving School, Fleet Force, Galen College of Nursing Tampa Campus, Galen College of Nursing Sarasota Campus, LT3 Academy, Roadmaster Driving School, and Tampa Truck Driving School to continue as training providers for the 2023-24 program year.

MOTION was seconded by Dr. Lori Romano. Motion carried 16-0.

# Action Item 8 – Amerikey Locksmith

The Board reviewed the request to approve a \$50,000 budget in support of Amerikey Locksmith Apprenticeship. The funds are to be used for employment-related training only. Because Paul Micklow represents Amerikey Locksmith on the Pasco Hernando Workforce Board of Directors, a 2/3 vote was required.

Paul Micklow declared a conflict and abstained from the vote.

MOTION was made by Hope Kennedy to approve the \$50,000 budget with Amerikey Locksmith for employment related training.

MOTION was seconded by Lindsey Hack. Motion carried 15-0.

# Action Item 9 - Training Provider Agreement for Keiser University

The Board reviewed the request to approve Keiser University as a training provider for the 2023-24 program year and the request to approve the execution of the Training Provider Agreement. Because Charles Gibbons represents Keiser University on the Pasco Hernando Workforce Board of Directors, a 2/3 vote was required.

Charles Gibbons declared a conflict and abstained from the vote.





MOTION was made by Lex Smith to approve Keiser University as a training provider for program year 2023-24 and to execute the Training Provider Agreement.

MOTION was seconded by Hope Kennedy. Motion carried 15-0.

# Action Item 10 – Training Provider Agreement for Marchman

The Board reviewed the request to approve Fred K. Marchman Technical College as a training provider for the 2023-24 program year and the request to approve the execution of the Training Provider Agreement. Because Dr. Lori Romano represents Pasco County Schools on the Pasco Hernando Workforce Board of Directors, a 2/3 vote was required.

Dr. Lori Romano declared a conflict and abstained from the vote.

MOTION was made by Lindsey Hack to approve Fred K. Marchman Technical College as a training provider for program year 2023-24 and to execute the Training Provider Agreement.

MOTION was seconded by Tate Foster. Motion carried 15-0.

# Action Item 11 – Training Provider Agreement for PHSC

The Board reviewed the request to approve PHSC as a training provider for the 2023-24 program year and the request to approve the execution of the Training Provider Agreement. Because Dr. Timothy Beard represents PHSC on the Pasco Hernando Workforce Board of Directors, a 2/3 vote was required.

Dr. Timothy Beard was absent but submitted a conflict of interest disclosure form after the meeting.

MOTION was made by Lindsey Hack to approve PHSC as a training provider for program year 2023-24 and to execute the Training Provider Agreement.

MOTION was seconded by Tate Foster. Motion carried 16-0.

<u>Action Item 12 – Training Provider Agreement for Wilton Simpson Technical</u>
The Board reviewed the request to approve Wilton Simpson Technical College as a training provider for the 2023-24 program year and the request to approve the execution of the Training Provider Agreement. Because Sophia Watson represents the Hernando County School District on the Pasco Hernando Workforce Board of Directors, a 2/3 vote was required.

Sophia Watson declared a conflict and abstained from the vote.

MOTION was made by Hope Kennedy to approve Wilton Simpson Technical College as a training provider for program year 2023-24 and to execute the Training Provider Agreement.

MOTION was seconded by Lex Smith. Motion carried 15-0.

# <u>Action Item 13 – Outreach and Marketing – Pasco EDU</u>

The Board reviewed the request to adopt Pasco EDC of up to \$22,000 upon approval by Pasco County Commission. Because Turner Arbour represents Pasco EDC on the Pasco Hernando Workforce Board of Directors, a 2/3 vote was required.





Turner Arbour was absent but submitted a conflict of interest disclosure form after the meeting.

MOTION was made by Tate Foster to approve the adoption of Pasco EDC of up to \$22,000 upon approval by Pasco County Commission.

MOTION was seconded by Dr. Lori Romano. Motion carried 16-0.

# Action Item 14 – Board Candidate – Tom Mudano

The Board reviewed the application for Board membership for Mr. Tom Mudano to fill the vacancy under the education sector representing private education in Pasco County.

Dr. Lori Romano submitted a conflict of interest disclosure form after the meeting. The nature of the disclosure does not arise to the requirement requiring abstention.

MOTION was made by Hope Kennedy to approve the Board candidate recommendation for presentation to the Pasco County Board of County Commissioners.

MOTION was seconded by Lindsey Hack. Motion carried 16-0.

# Action Item 15 – Officer Confirmations and Action Item 16 – Committee Appointments

The Board reviewed the list of officer confirmations along with committee appointments for program year 2023-24. Charles Gibbons will continue in his role as Board Chair and will serve as the Chair of the Executive Committee. Joelle Neri will continue in her role as Vice Chair. Mark Barry will continue in his role as the Treasurer/Secretary and will serve as the Chair of the Audit and Finance Committee. Members of the Executive committee were confirmed as follows: Board Chair Charles Gibbons, Vice Chair Joelle Neri, Treasurer/Secretary Mark Barry, Mark Earl, and Lex Smith. Members of the Audit and Finance Committee were confirmed as follows: Chair Mark Barry, Joelle Neri, Mark Earl, Lex Smith, and Turner Arbour. Members of the Nominating Committee were confirmed as follows: Chair Turner Arbour, Tate Foster, and Sophia Watson.

MOTION was made by John Howell to approve the officer confirmations to continue to serve in their current role for program year 2023-24, and to approve the stated committee appointments effective July 1, 2023.

MOTION was seconded by Hope Kennedy. Motion carried 16-0.

# Action Item 17 – Meeting and Operations Schedule FY2023-24

The Board reviewed the proposed Board and Committee meeting schedule for fiscal year 2023-24. The schedule includes holiday closures, staff meetings, operation hours, and one-stop operator locations.

MOTION was made by Dr. Lori Romano to approve the meeting and operations schedule for fiscal year 2023-24.

MOTION was seconded by Lex Smith. Motion carried 16-0.





# Action Item 18 - MOUs/IFAs

The Board reviewed the request to seek agreement of the Chief Elected Officials in Pasco and Hernando counties to approve local MOUs/IFAs and to enter into an agreement with the required partnering agencies.

MOTION was made by Hope Kennedy to approve the MOUs/IFAs for Coalition for the Homeless of Pasco County, Division of Blind Services, Eckerd Connects, Florida Department of Corrections, Gulf Coast Jewish Family and Community Services, Mid Florida Community Services, Inc., Pasco County Housing Authority, Pinellas County Job Corp, and Pinellas County Urban League, and to enter into an agreement with the required partnering agencies.

MOTION was seconded by Lex Smith. Motion carried 16-0.

# Action Item 19 - Hernando County School Board MOU/IFA

The Board reviewed the request to seek agreement of the Chief Elected Officials in Pasco and Hernando counties to approve the Hernando County School Board MOU/IFA and to enter into an agreement with the required partnering agencies.

Sophia Watson declared a conflict and abstained from the vote.

MOTION was made by Mark Barry to approve the Hernando County School Board MOU/IFA and to enter into an agreement with the required partnering agencies.

MOTION was seconded by Tate Foster. Motion carried 15-0.

# Action Item 20 - Pasco County School Board MOU/IFA

The Board reviewed the request to seek agreement of the Chief Elected Officials in Pasco and Hernando counties to approve the Pasco County School Board MOU/IFA and to enter into an agreement with the required partnering agencies.

Dr. Lori Romano declared a conflict and abstained from the vote.

MOTION was made by Tate Foster to approve the Pasco County School Board MOU/IFA and to enter into an agreement with the required partnering agencies.

MOTION was seconded by Hope Kennedy. Motion carried 15-0.

# Action Item 21 - Pasco Hernando State College MOU/IFA

The Board reviewed the request to seek agreement of the Chief Elected Officials in Pasco and Hernando counties to approve the Pasco Hernando State College MOU/IFA and to enter into an agreement with the required partnering agencies.

Dr. Timothy Beard was absent but submitted a conflict of interest disclosure form after the meeting.

MOTION was made by Lindsey Hack to approve the Pasco Hernando State College MOU/IFA and to enter into an agreement with the required partnering agencies.

MOTION was seconded by Paul Micklow. Motion carried 16-0.





# Action Item 22 - Division of Vocational Rehabilitation MOU/IFA

The Board reviewed the request to seek agreement of the Chief Elected Officials in Pasco and Hernando counties to approve the Division of Vocational Rehabilitation MOU/IFA and to enter into an agreement with the required partnering agencies.

John Howell declared a conflict and abstained from the vote.

MOTION was made by Lindsey Hack to approve the Division of Vocational Rehabilitation MOU/IFA and to enter into an agreement with the required partnering agencies.

MOTION was seconded by Hope Kennedy. Motion carried 15-0.

# Information Item 1 - Minutes from April 13, 2023, Executive Committee Meeting

Jerome Salatino reviewed the Executive Committee Minutes from April 13, 2023.

#### Information Item 2 – DEO Annual Performance Presentation

Daniel Harper from the Department of Economic Opportunity presented the CareerSource Pasco Hernando Annual Performance Presentation. The presentation included an overview of the funding system and sources, indicators of performance and results, letter grades, and monitoring report.

# <u>Information Item 5 – Governance</u>

Jennifer Rey from The Hogan Law Firm conducted a mandatory annual board training for Directors serving on the Pasco-Hernando Workforce Board.

# <u>Information Item 3 – Financial Reports</u>

This information item was tabled.

# Information Item 4 – One Stop Operator Report

This information item was tabled.

#### Information Item 6 – Letter Grades

This information item was tabled.

#### Information Item 7 – Vacancy Updates

This information item was tabled.

With no further business to discuss, the meeting adjourned.



# ACTION ITEM 2 Additions to the Demand Occupations List

The Labor Demand Occupations List (LDOL) highlights occupations expected to have the most openings in the future. The list includes occupations that are expected to have a greater need for workers than there are qualified people to fill those jobs. This list can be used to help make career and training decisions.

FloridaCommerce, Bureau of Labor Market Statistics (LMS) publishes Florida's statewide demand occupations list, and 24 local area demand occupations lists of high growth/high wage occupations annually. These lists are used by the local workforce development boards (LWDBs) to create their local demand occupations list (LDOL). A LDOL is a list of occupations that are in demand based on high growth and/or high wages in the local area. The LDOL can be modified to address economic conditions that are not reflected in the data gathered by the Federal and the State of Florida. Local staff explored ways to add occupations to the Demand Occupations List (DOL) using locally gathered data, as well as Federal and State data for the following three occupations: Healthcare (CNAs, PCTs, support), Emergency Medical Technicians (EMTs), and Correctional Officers and Jailers.

In order to offer On-the-Job Training (OJT) or other training to a company or business, the occupation must be included on the Regional Demand Occupations List (RDOL). Many duties and positions need additional on-the-job training for first time learners and candidates to train in necessary skill sets, learn local policies and procedures that are job unique to local entities. Local on-site learning and experience occurs at the discretion of and willingness of managers to facilitate by providing time and space for "real world interaction" versus classroom scenarios. Such is the case with the occupations listed above. The requesting employer(s) are in good standing and wishes to use additional training that is sometimes mandated to increase its workforce.

According to ONET Online, the Pasco County entry and mean wages for all three occupations are as follows as of publishing: EMTs is \$17.64 hourly (data from 2022-23 and not showing in this report); Healthcare workers salaries range from a median of \$11.49 hourly to \$14.11 hourly; and Correctional Officers is \$17.31.

Florida Commerce Insight shows CareerSource Pasco Hernando job opening projections from 2022-2030 as follows, as of website listing (listed below): EMTs at a 10.5% growth rate and Correctional Officers and Jailers at negative 5.9% growth rate\*. It shows the median salary for Correctional Officers and Jailers at \$17.31 an hour. It did not have a median salary for EMTs/Paramedics. All Healthcare positions on this chart show a positive growth rate and although these occupations are not considered High Skill High Wage, there is definitely a demand in our area. If approved, staff will send to Department of Commerce for final approval and addition to our Regional Demand Occupations List.

#### Criteria listed below:

Workforce Development Area 16 - Hernando and Pasco counties				
Selection Criteria:				
1	1 FLDOE Training Code 3 (PSAV Certificate),			
	4 (Community College Credit/Degree), or 5 (Bachelor's Degree)			
2	30 annual openings and positive growth			
3	Mean Wage of \$16.08/hour and Entry Wage of \$13.07/hour			
4	High Skill/High Wage (HSHW) Occupations:			
	Mean Wage of \$25.19/hour and Entry Wage of \$16.08/hour			

# FOR CONSIDERATION

Approval to add the following occupations to the Pasco Hernando Demand Occupations List:

29-2040 Emergency Medical Technicians (EMTs)

33-3012 Correctional Officers and Jailers

31-0000 Healthcare Support Occupations

31-1120 Home Health and Personal

31-1131 Nursing Assistants

31-9099 Healthcare Support Workers

# 2022 - 2030 Occupational Employment Projections

Area Name	Soccode	Soctitle	FL Education	BLS Education	2022	2030	Growth	Growth Rate	Openings	Median
CareerSource	29-2040	Emergency Medical Techn.	. Postsecondary Vocational	Postsecondary Vocational	188	214	26	13.8%	130	
Pasco Hernando	31-0000	Healthcare Support Occup.			6,303	7,729	1,426	22.6%	8,168	\$14.11
(16)	31-1120	Home Health and Personal	. Postsecondary Vocational	High School Diploma or GE	1,203	1,548	345	28.7%	1,672	\$11.49
	31-1131	Nursing Assistants	Postsecondary Vocational	Postsecondary Vocational	1,297	1,529	232	17.9%	1,598	\$13.93
	31-9099	Healthcare Support Worke.	. Postsecondary Vocational	High School Diploma or GE	20	23	3	15.0%	24	
	33-3012	Correctional Officers and J.	. Postsecondary Vocational	High School Diploma or GE	501	476	-25	-5.0%	333	\$17.31
Florida	21-1094	Community Health Workers	Bachelor's Degree	High School Diploma or GE	2,763	3,138	375	13.6%	2,803	\$19.12
	29-2040	Emergency Medical Techn.	. Postsecondary Vocational	Postsecondary Vocational	11,779	13,015	1,236	10.5%	7,668	
	31-0000	Healthcare Support Occup.		-	303,450	355,176	51,726	17.0%	367,253	\$14.24
	31-1100	Home Health and Personal		-	162,214	189,104	26,890	16.6%	196,421	
	31-1120	Home Health and Personal	. Postsecondary Vocational	High School Diploma or GE	76,321	92,174	15,853	20.8%	97,162	\$11.50
	31-1131	Nursing Assistants	Postsecondary Vocational	Postsecondary Vocational	82,332	93,026	10,694	13.0%	95,315	\$13.98
	31-9099	Healthcare Support Worke.	. Postsecondary Vocational	High School Diploma or GE	7,186	8,035	849	11.8%	8,233	\$17.69
	33-3012	Correctional Officers and J.	. Postsecondary Vocational	High School Diploma or GE	24,863	23,397	-1,466	-5.9%	16,240	\$18.56

Note: 'Annual wages are reported where hourly wage rates do not exist but annual wages do. \*\*If blank then data is not available for the given occupation. Source: FloridaCommerce, Bureau of Workforce Statistics and Economic Research, Occupation and Employment Projections 2022-2030.

<sup>\*</sup> Staff have had multiple meetings with Pasco County, and they alone are looking to hire 163 individuals. The minimum starting wage is \$52,000 (\$25/hour). This justifies adding to our RDOL and does not match the RDOL information provided by the Department of Commerce above.

# ACTION ITEM 3 Use of Corporate Funds

Pasco Hernando Workforce Board (PHWB) generates new funding from non-federally regulated programs which we refer to as corporate funds. These funds are to be spent on projects and items related to the organization's mission.

CareerSource Pasco Hernando (CSPH) staff has been in meetings with various community partners in need of recruitment, hiring, and training assistance projects. These projects/pilot programs include training opportunities for both Youth and Adult customers that may or may not be determined eligible under WIOA or WT. To fund these projects and training opportunities, CSPH staff is seeking approval to use corporate funds in the amount of \$250,000 over a two-year period.

# FOR CONSIDERATION

Approval to use corporate funds in the amount of \$250,000 over a two-year period to fund special projects that provide career exploration and training opportunities to Pasco and Hernando County residents.

# ACTION ITEM 4 Task Force Ad Hoc Committee

The Pasco Hernando Workforce Board (PHWB), under the Workforce Innovation and Opportunity Act (WIOA), has been in meetings with various community partners in need of recruitment, hiring, and training assistance projects. These projects/pilot programs include training opportunities for both Youth and Adult customers that may or may not be determined eligible under WIOA or WT.

CareerSource Pasco Hernando staff are looking to recruit current Directors to serve on an Ad Hoc Committee to review applications for scholarships and sponsorships for individuals and agencies throughout Pasco and Hernando counties. In accordance with Article VII of our Bylaws, the Chair of the Board of Directors may appoint ad hoc committees for specific purposes. Ad hoc committees will serve until their purpose has been accomplished.

The Committee would serve as an extra set of eyes, and promote transparency and equality, to all that apply for scholarships for graduating youth, and/or sponsorships for groups of youth/businesses that provide educational opportunities to individuals. A few of our recurring programs would include educational sponsorships, tours of local businesses and unions. Review of use of corporate fund for MC3 certifications that allows individuals the opportunity to meet with local Union Representatives and have an opportunity to interview and possibly gain employment. The certification costs are nominal at \$100 per certification that could lead to gainful, sustainable employment. All ideas and past projects are highlighted in the Special Projects List that was given with previous action item.

# FOR CONSIDERATION

Approval of the Task Force Ad Hoc Committee effective immediately, to review as new projects/requests are submitted. There are many opportunities currently available to Pasco and Hernando County customers and should yield a good ROI.

# ACTION ITEM 5 Special Projects List

The Pasco Hernando Workforce Board (PHWB), under the Workforce Innovation and Opportunity Act (WIOA), has been in meetings with various community partners in need of recruitment, hiring and training assistance projects. These projects/pilot programs include training opportunities for both Youth and Adult customers that may or may not be determined eligible under WIOA or WT.

CareerSource Pasco Hernando (CSPH) staff are looking to fund career exploration opportunities as well as training opportunities.

CSPH staff are looking to start pilot programs that cover our Targeted Sectors in addition to adding several new Pilots that would provide training and skills upgrades to First Responders and Law Enforcement within the region. The list provided is not all inclusive of the ideas that have been born from meetings with Community Partners but also includes programs that have proven to give positive results in the past. A few of those recurring programs would include educational sponsorships, tours of local businesses and unions. MC3 certifications allow individuals the opportunity to meet with local Union Representatives and have an opportunity to interview and possibly gain employment. CSPH would also like to award scholarships to graduating youth. All ideas and past projects are highlighted in the Special Projects List.

# FOR CONSIDERATION

Approval of the Special Projects List, with any changes or adjustments, to be submitted to the Board in order to provide career exploration and training opportunities to Pasco and Hernando County residents.



# CSPH SPECIAL PROJECTS PY 23-24 AND PY 24-25 WITH CORPORATE FUNDS Cost of Two-Year Projects \$250,000

# Career Exploration Tours \$80,000 (additional \$15,000 is a combination of remaining tours)

- > Aviation Hernando County Airport and Zephyrhills Airport
- ➤ Airport Industrial Park
- Local Business Centers
- Healthcare Facilities in both counties
- Local Manufacturers
- > Tours with apprenticeship opportunities
- > Tour targeted business sectors
- > AmSkills Boot Camp \$30,000
- Manufacturing Day for Youth \$10,000
  - o 300-500 youth attend on an annual basis
  - 10-20+ employers engage in tours
- Public Safety Career Program Fivay High School \$5,000
- Career Exploration for either Corrections or Public Safety Career Program in East Pasco TBD \$5,000
- Career Academies in both Pasco and Hernando with focus on sponsorships/stipends \$15,000
  - Aviation Mechanics
  - o Healthcare
  - Construction

# **Training Opportunities \$170,000**

- Summer Youth/Year-Round Youth Programs \$40,000
  - o 60-75 youth served yearly
  - o Average program cost for last three years ranged from \$72k to \$109k (majority of costs paid from TANF)
  - Average \$10,000 per year was Corporate funding







# careersourcepascohernando.com

- End of Year Pilot Program with Hernando and Pasco County graduating seniors OJT/Stipends/Scholarships - \$18,000
- MC3 Certifications \$12,000
  - o Four cohorts with 30 individuals
  - o Possibility of employment with Union after completion
- Firefighter/EMT/Correction Programs Hernando and Pasco \$50,000
  - WIOA funding for training up to \$70,000 for qualified individuals if funding permits
  - WIOA EWT Funding up to \$50,000 per year if funding permits
  - Hiring/retention incentives \$50,000 (between Firefighter and Corrections)
- Scholarships \$50,000



# ACTION ITEM 6 AARP Foundation MOU/IFA

Under Subtitle B, Section 121, of the Workforce Innovation and Opportunity Act (WIOA), the Local Workforce Development Board, with the agreement of the Chief Elected Official for that area, is required to develop and enter into the Memorandum of Understanding/Infrastructure Funding Agreement (MOU/IFA) with One Stop Partners.

Each MOU/IFA will describe the services to be provided along with how the cost of such services will be funded. The MOUs/IFAs will also include the funding of infrastructure costs of one stop centers in accordance with subsection (h) as well as methods to ensure the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services are made available. MOUs/IFAs will be renewed every three years.

The attached MOUs/IFAs is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. Subsection 721(a)(11) and the Workforce Innovation and Opportunity Act of 2014, by and between the mandatory WIOA partners (named below) and Pasco-Hernando Workforce Board. The purpose of the MOUs/IFAs is to describe the cooperative workforce training, employment and economic development efforts of the parties and actions 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.

The MOUs/IFAs are intended to coordinate resources, prevent duplication, and ensure the effective and efficient delivery of workforce services in Pasco and Hernando County. As the designated regional Workforce Board representing Pasco and Hernando counties, the attached MOUs/IFAs is presented for the Board's review and approval.

The MOUs/IFAs are effective July 1, 2023, through June 30, 2026. The MOUs/IFAs may be terminated for convenience at any time by either party upon thirty (30) days written notice.

# REQUIRED PARTNERS

# Department of Labor

- WIOA Title I Programs:
  - Adult, Dislocated Worker, and Youth formula programs;
  - Job Corps;
  - YouthBuild;
  - Native American programs;
  - Migrant Seasonal Farmworkers (MSFW) that includes the National Farmworker Jobs Program (NFJP);

- ❖ Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA Title III;
- Senior Community Service Employment Program (SCSEP) authorized under Title V of the Older Americans Act of 1965;
- ❖ Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of Title II of the Trade Act of 1974;
- Unemployment Compensation (UC) programs;
- Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41of Title 38, U.S.C.;
- 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;

# Department of Education

- Adult Education and Family Literacy Act (AEFLA) program, authorized under WIOA Title II:
- Career and technical education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins);
- ❖ The 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;
- Division of Blind Services;

# Department of Housing and Urban Development

Employment and training programs;

# Department of Health and Human Services

- Employment and training activities carried out under the Community Services Block Grant (CSBG) programs (42 U.S.C. 9901 et seq.); and
- ❖ Temporary Assistance for Needy Families (TANF) program authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor under 20 CFR 678.405(b).

[WIOA sec. 121(b)(1)(B); 20 CFR 678.400-405; 34 CFR 361.400-405, and 34 CFR 463.400-405]

# 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.

[20 CFR 678.410; 34 CFR 361.410; 34 CFR 463.410; and TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System (p. 7)]

#### FOR CONSIDERATION

Approval of the Local Board to seek the agreement of the Chief Elected Officials in both Pasco and Hernando counties, to move forward with the approval of the AARP Foundation MOU/IFA and to enter into an agreement with the required partnering agency.



# MEMORANDUM OF UNDERSTANDING BETWEEN PASCO HERNANDO WORKFORCE BOARD, INC. DBA CAREERSOURCE PASCO HERNANDO AND ITS MANDATORY PARTNERS

THIS UMBRELLA MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between PASCO HERNANDO WORKFORCE BOARD, INC., d/b/a CAREERSOURCE PASCO HERNANDO, a Florida non-profit corporation, PO Box 6589 Spring Hill, FL 34611, ("CareerSource Pasco Hernando") and the One-Stop Mandatory Partners as described in Section V. Partners.

#### WITNESSETH:

**WHEREAS**, this MOU is developed and executed by CareerSource Pasco Hernando 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 Pasco Hernando 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 Pasco Hernando 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 PASCO COUNTY BOARD OF COUNTY COMMISSIONERS, located at 7530 Little Road, New Port Richey, Florida 34654 and the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, located at 20 N Main Street # 460, Brooksville, Florida 34601 ("CEO") per section 121© 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 Pasco Hernando 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 Pasco Hernando 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 Pasco Hernando, as applicable.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Pasco and Hernando County. In addition, this agreement will establish joint processes and procedures that will enable the Partner to integrate with the current Onestop 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 Pasco and Hernando County.

# III. LOCAL WORKFORCE SYSTEM

CareerSource Pasco Hernando operates a workforce system that economically benefits job seekers and businesses. To this end, CareerSource Pasco Hernando has adopted its Mission, Vision and Core Values:

# Mission

Pasco Hernando Workforce Board enhances economic development efforts of our region by providing a well-trained, high-quality workforce which supports the success of local business and improves the quality of life.

#### Vision

To serve as a catalyst in the community for promoting self-sufficiency through the development of a quality workforce.

# **Core Values**

- ❖ Integrity. We maintain the highest standards of professional and ethical behavior, and value transparency and honesty in our communications, relationships and actions.
- 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.
- ❖ 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.

- Respect. We value everyone and treat people with dignity and professionalism.
- ❖ Collaboration. We value and celebrate teamwork, evident though our strong emphasis on partnership, engagement and community development.
- ❖ Innovation. We go beyond conventional ideas and approaches so new possibilities, and creativity can flourish to ensure real and lasting positive changes.

#### IV. CAREER CENTERS

CareerSource Pasco Hernando (3) comprehensive center 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 Centers

- 1) 16336 Cortez Blvd., Brooksville, FL 34601 (subject to change lease agreement has expired and will be moving. For the present time inquiries can be sent to the PO Box.)
- 2) 4440 Grand Blvd., New Port Richey FL 34652
- 3) 15000 Citrus Country Dr., Suite 303 Dade City, FL 33525

# 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,

This MOU addresses the below mandatory partners:

Co-located	Partner Organization	Partner Program	Authorization/Category
No	AARP Foundation	WIOA	Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016).

# 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 Pasco Hernando,
- ❖ Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- ❖ 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 Pasco Hernando 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 Pasco Hernando 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 Pasco Hernando 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 Pasco Hernando management regarding the performance of the partnership, including its effectiveness and success.

#### CareerSource Pasco Hernando

The CLEO has designated CareerSource Pasco Hernando to act as the administrative entity, grant recipient and fiscal agent for Pasco and Hernando County. CareerSource Pasco Hernando 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.
- Model CareerSource Pasco Hernando 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**

AARP Foundation serves vulnerable people 50 and older by creating and advancing effective solutions that help them secure the essentials. They assist with increasing income and decreasing expenditures by helping older adults with low income secure the essentials, including good jobs, eligible benefits, crucial refunds, and sustaining social connections.

# 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 Pasco Hernando One-stop network, and
- ❖ Develop materials summarizing their program requirements, and making them available for Partners and customers, 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 Pasco Hernando 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 Pasco Hernando 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 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 Pasco Hernando 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 Pasco Hernando 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 Pasco Hernando, 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 Pasco Hernando 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 Pasco Hernando. 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 CLEO, and shall be for a term of three (3) years, to cover services provided from July 1, 2023, through June 30, 2026, unless otherwise terminated as provided for 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.

#### XVII. MODIFICATION

Subject to CLEO approval, this MOU may be modified through mutual consent of CareerSource Pasco Hernando 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 Pasco Hernando.

Substantive changes will require modification to the MOU. Substantive change may include, but is not limited to, a change that significantly alters the terms of this MOU, 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 Pasco Hernando 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 Pasco Hernando 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:

- o 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 Pasco Hernando 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 Pasco Hernando Chair (or designee) specifying such breach in reasonable detail. In such an 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 Pasco Hernando will convene applicable Parties to the MOU within thirty (30) days of notice to discuss the formation of the successor MOU, if applicable. 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 Pasco Hernando, the Partner, and the Pasco and Hernando 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 Pasco Hernando and the Pasco and Hernando 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 Pasco Hernando'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 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 Pasco or Hernando 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 Pasco Hernando's Chief Executive Officer to mediate the dispute. If that is not successful, the CareerSource Pasco Hernando 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.

- A. The petitioner must send a notification to the CareerSource Pasco Hernando Chair (or designee), and all Parties to the MOU regarding the conflict within ten (10) business days.
- B. The CareerSource Pasco Hernando Chair (or designee) shall place the dispute on the agenda of a special meeting of the CareerSource Pasco Hernando 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 Pasco Hernando 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 centers is presented below. The budget consists of Non-personnel infrastructure costs necessary for the general operation of career centers, included by not limited to:

- 1. Applicable facility costs (such as rent).
- 2. Costs of utilities and maintenance.
- 3. Insurance, Office Supplies,
- 4. Equipment (including physical modifications to the center for access, assessment-related products, and assistive technology for individuals with disabilities).
- 5. Technology to facilitate access to the One-stop Centers, including technology used for the center's planning and outreach activities.
- Local Workforce Development Boards (LWDB) may consider common identifier of 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 centers shall not relieve the Partner of the obligation to continue to support CareerSource Pasco Hernando's budget through the remainder of the current budget year.

The projected annual budget is presented below.

Infrastructure Costs					
Cost Item	GL Acct	TOTALS			
Contracted Services	5225	150,000.00			
Insurance	5230	35,000.00			
Leases/Facilities	5400	250,000.00			
Utilities	5410	26,000.00			
Leases/Office Equipment	5420	36,000.00			
Repairs & Maintenance	5425	40,000.00			
Mobile Unit	5430	-			
Communications - Internet	5440	35,000.00			
Communications - Telephone	5441	35,000.00			
Postage - Box rental	5445	5,000.00			
Outreach	5450	13,500.00			
One Stop Operator	5227	21,000.00			
Office Supplies	5460	12,000.00			
Operating Supplies / Software	5470	50,000.00			
Equipment < or= 5K	5475	12,000.00			
Equipment > 5K	5480				
Sub Item		720,500.00			
Administrative & Shared					
Services Fee (10%)		72,050.00			
Total Item		792,550.00			

#### Infrastructure Funding (IF)

- 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 Pasco Hernando selected the cost allocation basis to determine overall Partner contributions. This was done in effort to a) 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 centers 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. There are no mandatory partners included in this MOU who are co-located.

#### Method to Determine Benefit

The chart below summarizes the partner programs and the cost allocation basis used to determine the relative benefit received: *This is based on 2021-2022 budget, and will be adjusted when 2022-2023 budget is completed.* 

Co- located	Partner Organization	Partner Program	Method to Determine Benefit/Allocation Base
No	AARP Foundation	WIOA	# 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. There are no mandatory partners included in this MOU who are co-located.

#### 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 Pasco Hernando 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 eight (8) hours of training to appropriate CareerSource Pasco Hernando career services and program staff at a date(s) and time(s) that is mutually beneficial to CareerSource Pasco Hernando and Partner annually. The staff training outline will require approval by CareerSource Pasco Hernando prior to training commencement. This cross-training is deemed necessary in order for appropriate referrals to be made by CareerSource Pasco Hernando staff to the appropriate Partner program.

Partner Organization	Partner Program	Partner Annual Proportionate Share (1)	FTE (1)		
AARP Foundation	WIOA	\$1,454.22	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 Pasco Hernando staff assisted services will be assessed for each Partner. The FTE is calculated by taking the total operating budget of \$792,500, and dividing by 58.50 FTE, the number of staff located at the comprehensive centers. 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	\$1,454.22
2 Day	20% of 1 FTE	\$2,908.44
3 Day	40% of 1 FTE	\$5,816.88
4 Day	60% of 1 FTE	\$8,725.32
5 Day	80% of 1 FTE	\$11,633.76
6 Day	100% of 1 FTE	\$14,542.20

#### 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 Pasco Hernando will negotiate the method of funding with each Partner. The negotiation shall be completed by September 30<sup>th</sup>, and will be appended to this MOU in accordance with section **XVII. Modification**.

The contribution will be remitted to CareerSource Pasco Hernando as follows.

- Cash: Where a Partner shall contribute cash, Partner shall remit payment to CareerSource Pasco Hernando at: PO Box 6589, Spring Hill, FL 34609, Attention: Finance Department, no later than the due dates specified below. CareerSource Pasco Hernando 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 Cathy Bravico at CBravico@careersourcepascohernando.com no later than due dates specified below. Partner inkind requires the prior approval of the CareerSource Pasco Hernando Chief Financial Officer, and shall follow the in-kind guidelines, as established by CareerSource Pasco Hernando and federal guidelines.
- Due Date (if the due date falls on a weekend or holiday then it is due the following business day):
  - November 15<sup>th</sup> for July through September
  - February 15<sup>th</sup> for October through December
  - May 15<sup>th</sup> for January through March
  - August 15<sup>th</sup> for April through June

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#### 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

- o CareerSource Pasco Hernando shall compare the budgeted One-stop Operating costs to actual on a semi-annual basis to determine the actual cost for the Partner for the quarter.
- CareerSource Pasco Hernando 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):
  - April 30<sup>th</sup> for July through December
  - July 31st for 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 Pasco Hernando will continue to monitor the costs throughout the year, and will take into consideration any fluctuations when determining subsequent year's proportionate share.

Partners shall communicate any disputes with cost to <u>CBravico@careersourcepascohernando.com</u> within seven (7) days of notification of the revised proportionate share. CareerSource Pasco Hernando will review the dispute, and respond accordingly to the Partner within ten (10) days of receipt of notice of the Partner's dispute. When necessary, CareerSource Pasco Hernando 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 <a href="mailto:CBravico@careersourcepascohernando.com">CBravico@careersourcepascohernando.com</a> customer information as agreed upon and permitted by the Partner Organization.

Due Dates (if the due date falls on a weekend or holiday then it is due the following business day):

- January 10<sup>th</sup> for the period July through December
- July 10<sup>th</sup> for the period January through June
- O Upon receipt of the above information, CareerSource Pasco Hernando shall update the Partner's allocation base (i.e., 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 Pasco Hernando calculating the updated allocation base is contingent upon the timeliness of the Partner providing the information above.
- CareerSource Pasco Hernando shall email the Partner their updated pro-rated proportionate share by the following dates (if the due date falls on a weekend or holiday then it is due the following business day):
  - 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 Pasco Hernando will continue to monitor the costs throughout the year and will take into consideration any fluctuations when determining subsequent year's proportionate share.

Partners shall communicate any disputes with cost to <u>CBravico@careersourcepascohernando.com</u> within seven (7) days of notification of the revised proportionate share. CareerSource Pasco Hernando will review the dispute and respond accordingly to the Partner within fifteen (15) days of receipt of notice of the Partner's dispute. When necessary, CareerSource Pasco Hernando 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** 

Date

Demetri Antzoulatos
Signature Signature
Demetri Antzoulatos
Print Name
VP, Finance, Grants, & Operations
Title
8/17/2023

Pasco Hernando Workforce Board, Inc. dba CareerSource	Pasco Hernando
Signature	
o.g.nataro	
Charles Gibbons Print Name	-
Filit Name	
Board Chair	_
Title	-
Date	_

**IN WITNESS WHEREOF,** 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 – Hernando Board of County Commis	ssioners
Signature	
Print Name	
Title	
Date	

**IN WITNESS WHEREOF,** 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 – Pasco Board of County Commissioners
Signature
Print Name
Title
Date

### ACTION ITEM 7 AmSkills

The Pasco Hernando Workforce Board (PHWB), under the Workforce Innovation and Opportunity Act (WIOA), must approve training providers where WIOA funds are used. At the June 8, 2023, PHWB Board Meeting, AmSkills, Inc. was approved to continue as training provider for the program year 2023-2024, and a training provider agreement between PHWB and AmSkills has been signed.

All contracts with organizations or individuals currently serving as Directors of PHWB shall require a two-thirds vote of the Board, quorum having been established. With the recent appointment of AmSkills' CEO Tom Mudano, to the Pasco Hernando Workforce Board of Directors, any transaction or expenditure, contractual in nature, is subject to the related party compliance.

Staff would like approval to submit a request to FloridaCommerce for a related party transaction with maximum dollar amount set at \$250,000 for training and sponsorship services, in an effort to enroll customers in a timely manner without having to return multiple times for board approval.

#### FOR CONSIDERATION

Approval of \$250,000 budget in support of training and sponsorship services with AmSkills for the 2023-2024 program year.



#### 2023 ADULT CAREER DISCOVERY BOOTCAMP & YOUTH PUBLIC WORKS BOOTCAMP/INTERNSHIP

Prepared by: Tom Mudano, AmSkills Inc. President / CEO – TMudano@AmSkills.org 727.331.2917

#### SPONSORSHIP PROPOSAL CREATED FOR:

CareerSource PASCO HERNANDO

Attention: Jerome Salatino Revised: September 12, 2023

Project: 2023 CSPH Sponsorship Request for AmSkills Career Discovery Bootcamps

Thank you for your recent sponsorship of the AmSkills Career Discovery Bootcamp for Adults held on July 24<sup>th</sup> through August 2, 2023, our first program conducted in our new AmSkills Workforce Training Center in Holiday, and the AmSkills/Pasco County Utilities High School Summer Bootcamp & Internship. We had a great success with both programs including 19 adults participating and 12 youth, with (8) 57% eligible candidates hired from the Bootcamp thus far and Pasco County Utilities hired (3) 75% of eligible high school graduates were hired by the County into permanent positions. Due to the success of these programs, we are requested continued sponsorships of our AmSkills Career Discovery Bootcamps in the amount of \$30,000. This will help us cover recruitment and operational costs upcoming Bootcamps.

#### **Background of AmSkills and History of Programs**

Since 2015, AmSkills has created a successful manufacturing recruitment, skills training, and job placement program that is not only helping manufacturers fill vacant jobs but, more importantly, helping to transform people's lives. AmSkills offers a variety of entry-level up to advanced level programs. Our entry level programs help candidates prepare and secure new careers and Apprenticeship opportunities with manufacturers within the Tampa Bay Region.

AmSkills is a Florida Department of Education Registered Apprenticeship and Pre-Apprenticeship program. Students receive hands-on training in a Manufacturing production environment, with highly skilled industry leaders and instructors. AmSkills recently purchased 13,600 Sq. Ft. building on 4.5 acres, located in Holiday, FL, a low income, economically depressed area of Pasco County, which is experiencing increased community investments. The location is centrally located and easily accessible to four surrounding Counties. Renovations are expected to be completed by Summer 2023.

In 2019, AmSkills was selected by the Tampa Bay Works Manufacturing Collaborative to provide a fast-track program to recruit entry-level candidates. AmSkills launched the Career Discovery Bootcamp program in January 2020 as a solution to fill entry-level jobs for the manufacturing industry. Utilizing the AmSkills Mobile Workshop, AmSkills sets up temporary training centers at multiple locations, for the purpose of recruiting, training and placing candidates into entry-level jobs. The AmSkills Career Discovery Bootcamp brings real-world job training and placements to Tampa Bay



residents, thus reducing transportation issues and educates local residents of careers they may have never considered before. This is a free program that incorporates career exploration using virtual reality, tours to manufacturers, interview and résumé preparation, Safety Certification, interview preparation and hands-on projects. Upon completion of the Bootcamp, ALL CANDIDATES GUARANTEED JOB INTERVIEWS WITH MULTIPLE EMPLOYERS.

#### AmSkills Career Discovery Bootcamp Program Sponsorship Request - \$30,000

AmSkills has scheduled our next Workshop on October 14, followed by a Bootcamp from Oct. 16 – 25<sup>th</sup>. We currently have

12 registered and are expecting to fill the program with a maximum of 20. CSPH also can present a lunch and learn during the bootcamp, and we require candidates to register on EmployFlorida.com. We are in the process of designing an evening program to meet the needs of working adults looking to increase their skills and launch a career in manufacturing.



## INFORMATION ITEM 1 Minutes from August 3, 2023 Executive Committee Meeting

Pursuant to Section 6 of Article VII of the Bylaws, all action by the Executive Committee shall be reported to the Board of Directors at its meeting next succeeding such action.

The following item is presented for the Board's information.

No action is required.



#### **Executive Committee Meeting Minutes - DRAFT**

August 3, 2023 – 10:00 a.m.

#### **Committee Members**

Present: Mark Barry, Mark Earl, Charles Gibbons, Joelle Neri, Lex Smith

Absent: None

Quorum Present: Yes

#### Others Present:

PHWB Staff – Brenda Gause, Theresa Miner, Ken Russ, Jerome Salatino, Jessica Weightman, Ania Williams

Pasco County – Steven Smith

#### **Proceedings:**

Meeting called to order at 10:02 a.m. by Chair, Charles Gibbons

#### Public Comments

No public comments were received.

#### Action Item 1 - Minutes from April 13, 2023, Executive Committee Meeting

Charles Gibbons asked the Committee members to review the minutes from the April 13, 2023, Executive Committee meeting for any corrections or comments. Hearing none, a motion was made to accept the minutes of the meeting.

MOTION was made by Mark Earl to approve the minutes.

MOTION was seconded by Lex Smith. MOTION carried 5-0.

#### Action Item 2 - Budget Modification #1

Committee members reviewed the operating budget for the program year 2023-2024. It is modification #1 to the preliminary budget and it is based on final expenses for the period ending June 30, 2023. This budget, with approval by the Executive Committee, will be sent to the Board of County Commissioners for Pasco and Hernando counties for their approval. The fully approved budget will be submitted to the state to meet the October 1 deadline.

MOTION was made by Mark Barry to approve the budget modification #1.

MOTION was seconded by Mark Earl. MOTION carried 5-0.

#### Action Item 3 – Board Candidate – Christina Grav

The Committee reviewed the application for Board membership for Christina Gray to fill the vacancy under the business category in Hernando County.

> info@careersourcepascohernando.com P.O. Box 6589 | Spring Hill, FL 34611 p: 352-593-2222 | f: 352-593-2200





MOTION was made by Mark Earl to approve the Board candidate recommendation for presentation to the Hernando County Board of County Commissioners.

MOTION was seconded by Mark Barry. MOTION carried 5-0.

#### Action Item 4 – Board Candidate – Stefanie Pontlitz

The Committee reviewed the application for Board membership for Stefanie Pontlitz to fill the vacancy under the Labor/Apprenticeship category in Pasco County.

MOTION was made by Mark Barry to approve the Board candidate recommendation for presentation to the Pasco County Board of County Commissioners.

MOTION was seconded by Mark Earl. MOTION carried 5-0.

#### Action Item 5 - Board Candidate - Beth Galic

The Committee reviewed the application for Board membership for Beth Galic to fill the vacancy under the business category in Pasco County.

MOTION was made by Lex Smith to approve the Board candidate recommendation for presentation to the Pasco County Board of County Commissioners.

MOTION was seconded by Joelle Neri. MOTION carried 5-0.

#### Action Item 6 - Training Provider Renewal

The Committee reviewed the request to approve Rasmussen University to continue as training provider for the program year 2023-2024.

MOTION was made by Lex Smith to approve Rasmussen University as training provider.

MOTION was seconded by Mark Barry. MOTION carried 5-0.

#### Action Item 7 - Training Provider Renewal

The Committee reviewed the request to approve an additional 30-day extension for Ultimate Medical Academy to continue as training provider for the program year 2023-2024.

MOTION was made by Mark Barry to approve an additional 30-day extension for Ultimate Medical Academy to continue as training provider.

MOTION was seconded by Mark Earl. MOTION carried 5-0.

#### Information Item 1 - Financial Reports

Theresa Miner reviewed the Financial Reports for the period 7/01/2022 through 6/30/2023.

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#### Information Item 2 - Board Composition

Jerome Salatino provided an update on the current vacancies and the Board Composition.

#### Information Item 3 - Performance Review

Committee members reviewed Jerome Salatino's performance review for the program year 2022-2023. The Committee discussed accomplishments, special projects, performance, and program outcomes and successes based on negotiated goals.

With no further business to discuss, the meeting adjourned.

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# **INFORMATION ITEM 2 Financial Reports** The following item is presented as information for the Board. No action is required.

#### Pasco Hernando WFB 16

## Statement of Financial Position - Unposted Transactions Included In Report As of 7/31/2023 (In Whole Numbers)

	Beginning Year Balance	Current Year Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash - Operating	140.248.00	87,893.00	(52,415.00)	(37.37)
Global Cash Card	60,000.00	60,000.00	0.00	0.00
Cash - Corporate Unrestricted	58,267.00	58,267.00	0.00	0.00
Cash - Money Market	52,865.00	52,866.00	0.00	0.00
Cash - Payroll	1,065.00	1,972.00	907.00	85.16
BB&T Banking Solutions	756,685.00	1,289,578.00	532,893.00	70.42
Prepaid Expenses	69,452.00	2,315.00	(67,137.00)	(96.67)
Deposits	72,137.00	72,137.00	0.00	0.00
Grants Receivable	1,353,178.00	803,807.00	(549,371.00)	(40.60)
Employee Benefit Receivables	<u>896.00</u>	<u>815.00</u>	(81.00)	(9.09)
Total Current Assets	2,564,792.00	2,429,648.00	(135,204.00)	(5.27)
Long-term Assets				
Fixed Assets - Computer Equipment	286,407.00	286,407.00	0.00	0.00
Fixed Assets - Furniture & Fixtures	4,842.00	4,842.00	0.00	0.00
Fixed Assets - Office Equipment	103,134.00	103,134.00	0.00	0.00
Fixed Assets - Vehicles	294,932.00	294,932.00	0.00	0.00
Fixed Assets - Software	62,900.00	62,900.00	0.00	0.00
Accumulated Depreciation	( <u>746,351.00</u> )	(746,351.00)	0.00	0.00
Total Long-term Assets	5,864.00	5,864.00	0.00	0.00
Total Assets	2,570,656.00	2,435,513.00	(135,204.00)	( <u>5.26</u> )
Liabilities				
Short-term Liabilities				
Sales Tax Payable	0.00	0.00	0.00	0.00
Accounts Payable - Vendors	364,745.00	123,962.00	(240,782.00)	(66.01)
Accrued Expenses	100,904.00	95,910.00	(4,993.00)	(4.95)
Contracts Payable	238,200.00	223,459.00	(14,741.00)	(6.19)
Benefits Payable	64.00	167.00	103.00	161.64
401K Roth	0.00	9.00	9.00	100.00
401K Loans	0.00	(9.00)	(9.00)	(100.00)
Payroll Taxes Payable	0.00	0.00	0.00	0.00
Workers Comp Liability	3,793.00	(5,888.00)	(9,681.00)	(255.25)
Accrued Wages	68,860.00	0.00	(68,860.00)	(100.00)
Accrued Leave	218,304.00	218,304.00	0.00	0.00
Non -Current Accrued Compensated Balances	153,811.00	153,811.00	0.00	0.00
Accrued Payroll Taxes	28,435.00	23,267.00	(5,168.00)	(18.17)
Accrued Pension	17,431.00	15,272.00	(2,160.00)	(12.39)
Deferred Grant Revenue	<u>147,032.00</u>	<u>147,032.00</u>	0.00	0.00
Total Short-term Liabilities	<u>1,341,578.00</u>	995,296.00	(346,282.00)	( <u>25.81</u> )
Total Liabilities	1,341,578.00	995,296.00	(346,282.00)	( <u>25.81</u> )
Net Assets				
	1,229,078.00	1,440,217.00	211,078.00	<u>17.18</u>
Total Net Assets	1,229,078.00	1,440,217.00	2,110,178.00	<u>17.18</u>
Total Liabilities and Net Assets	2,570,656.00	2,435,513.00	(135,204.00)	<u>(5.26)</u>

# Pasco Hernando WFB 16 Statement of Revenues and Expenditures - Unposted Transactions included In Report From 7/1/2023 Through 7/31/2023 (In Whole Numbers)

Operating Revenue         Tine of the control of	(92)% (100)% (100)% (99)% 0 % (100)% (93)%
Grant Revenue         11,106,244.00         921,155.00           Pasco County BCC         700,000.00         0.00           Ticket to Work         100,000.00         0.00	(100)% (100)% (99)% 0 % (100)%
Grant Revenue         11,106,244.00         921,155.00           Pasco County BCC         700,000.00         0.00           Ticket to Work         100,000.00         0.00	(100)% (100)% (99)% 0% (100)%
Pasco County BCC         700,000.00         0.00           Ticket to Work         100,000.00         0.00	(100)% (100)% (99)% 0 % (100)%
Ticket to Work 100,000.00 0.00	(100)% (99)% 0 % (100)%
	(99)% 0 % (100)%
100dcco 11cc Afficia 30,000.00 713.00	0 % (100)%
Interest Income 0.00 893.00	(100)%
Other Income 0.00 0.00	
<del>_</del>	173170
Total Operating Revenue <u>11,956,244.00</u> <u>922,761.00</u>	(,,,,,,
Total Revenue <u>11,956,244.00</u> <u>922,761.00</u>	(93)%
Expenditures	
Personnel Expenses 5,186,291.00 259,506.00	95 %
Allocation Costs 0.00 0.00	0 %
Insurance 111,025.00 17,470.00	83 %
One Stop Operator 25,000.00 666.00	97 %
Program Expenses 4,314,000.00 281,448.00	94 %
Professional Fees 352,712.00 9,660.00	96 %
Supplies 268,820.00 21,627.00	82 %
Telephone 99,941.00 20,207.00	82 %
Postage & Shipping 8,600.00 281.00	97 %
Occupancy 588,323.00 64,511.00	88 %
Maintenance & Repairs 72,950.00 12,786.00	73 %
Equipment Rental 39,270.00 6,721.00	83 %
Travel & Training 56,530.00 2,074.00	96 %
Dues & Subscriptions 1,100.00 5,175.00	(370)%
Outreach 0.00 0.00	100 %
Equipment < \$5,000 12,500.00 9,551.00	51 %
Capital Expenditures         0.00         0.00	100 %
Total Expenditures <u>11,137,061.00</u> <u>711,683.00</u>	94 %
Net Revenue Over         819,183.00         211,078.00	(84)%

#### Pasco Hernando WFB 16

Statement of Activities -Unposted Transactions Included From 7/1/2023 Through 7/31/2023 (In Whole Numbers)

						Other Pooled					
-	Apprenticeship	Corporate	PCBCC	Indirect Pool	NCPEP	Costs	RESEA	SNAP	VETS	Wagner Peyser	WIOA AD
Revenue											
Grant Revenue.	4,853			_	125,000			_	19,703	_	487,651
Other Revenue	4,655	713	893	-	123,000	-	-	-	19,703	-	407,031
				-		-	-	-		-	
Total Revenue	4,853	713	893		125,000	-	-		19,703		487,651
Expenditures											
Personnel	2,517	449	15,839	51,473	1,239	102,404	11,527	4,680	214	-	20,416
Program Expenses	-	-	4,367	-	138,035	-	-	-	-	-	69,136
Professional Services	14	1,691	(10)	92	1	2,501	27	8	-	-	6
One Stop Operator	-	-	-	-	-	666	-	-	-	-	-
Insurance	-	-	-	318	-	17,152	-	-	-	-	-
Travel	-	-	-	1,845	-	229	-	-	-	-	-
Leases	=	-	-	997	-	54,650	-	-	-	_	-
Uilities & other Facility Costs	=	-	-	421	-	12,149	-	-	-	_	-
Software License renewals	4	375	2,417	1,109	10	6,010	-	62	-	_	3,451
Communications	_	-		596	-	18,946	_	-	410	-	153
Repairs and Maintenance	_	-	-	378	-	12,340	_	-	_	-	-
Office Expenses	_	175	-	281	-	5,000	_	-	_	-	-
Equipment	-	-	-	287	-	9,264	_	_	_	-	_
Indirect Costs	230	135	4,760	(57,795)	372	-	3,464	1,406	8,974	7,551	7,607
Program Costs Pool	262	153	5,405	-	423	(65,630)	3,934	1,597	3,541	15,224	8,639
Business Services Pool		-	-,	-	-	(43,581)	6,073	2,465	-,	-,	4,899
One Stop Cost Pool	-	-	-	-	559	(132,101)	5,203	2,112	1,536	70,188	2,857
Total Expenditures	3,027	2,977	32,778		140,640		30,228	12,330	14,675	92,963	117,164

#### Pasco Hernando WFB 16

Total Expenditures

Statement of Activities -Unposted Transactions Included From 7/1/2023 Through 7/31/2023 (In Whole Numbers)

(In whole Numbers)				WIOA			
				Supplment &		Welfare	
_	Apprenticeship	WIOA DW	WIOA NEG	Incentives	WIOA Youth	Transition	TAA
Revenue							
Grant Revenue.	4,853	-	-	-	123,948	160,000	-
Other Revenue	· -	-	-	-	· -	· -	-
Total Revenue	4,853	-	-		123,948	160,000	-
Expenditures							
Personnel	2,517	10,648	812	1,829	3,376	32,081	-
Program Expenses	-	7,110	-	-	55,062	7,739	-
Professional Services	14	18	(1)	(12)	-	5,326	-
One Stop Operator	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-
Leases	-	-	-	-	2,819	-	-
Uilities & other Facility Costs	-	-	-	-	196	-	-
Software License renewals	4	-	288	-	90	7,785	27
Communications	-	-	-	-	102	-	-
Repairs and Maintenance	-	-	-	-	68	-	-
Office Expenses	-	-	-	-	-	-	-
Equipment	-	-	-	-	-	-	-
Indirect Costs	230	6,207	244	1,076	1,502	14,267	-
Program Costs Pool	262	7,049	277	1,222	1,705	16,201	-
Business Services Pool	-	11,466	-	-	1,779	16,900	-
One Stop Cost Pool		2,331	-		2,255	45,059	-

1,621

44,828

3,027

68,954

4,114

145,358

27