



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1. K.1.	
TITLE Contract Between Workforce Escarosa, Inc. dba CareerSource Escarosa and the School Board of Escambia County, Florida for Youth Services WIOA - 2018-2019-03		SUBMITTED BY Dr. Michelle Taylor, Director, Workforce Education	
PERIOD OF GRANT/CONTRACT REQUEST July 1, 2018 - June 30, 2019	FUNDING SOURCE WIOA/District Funds	PROJECT COORDINATOR AND DEPARTMENT Thomas Rollins, Principal, George Stone Tech Center	
AMOUNT OF FUNDING REQUEST \$187,221	<i>Is the amount more, less or same as last year?</i> Same	TOTAL PROJECT \$187,221	<i>Is the amount more, less or same as last year?</i> Same
PURPOSE: To provide education and training for economically disadvantaged participants through the Workforce Innovation and Opportunity Act (WIOA) of 2014 Youth Program. The 2018-2019 fiscal year is the third year of this three- (3-) year grant.			
IMPLEMENTATION PLAN The School District shall serve in-school youth and out-of-school youth during the 2018-2019 school year.			
PARTICIPATING SCHOOLS/ AGENCIES All district high schools and George Stone Technical College CareerSource Escarosa, Inc.			
ACTION REQUIRED Board Approval			
STRATEGIC ALIGNMENT - Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan. PILLAR: Quality GOAL: GOAL Q.1: To increase rigor at all levels MEASURABLE OBJECTIVE: Q.1.8. Increase postsecondary measures through Career Placement Program Rate, Adult Education Completion, and Postsecondary Industry Certifications			
DIRECTOR 		DATE 7/3/18	
ASSISTANT SUPERINTENDENT 		DATE 6/20/18	DATE OF BOARD APPROVAL APPROVED ESCAMBIA COUNTY SCHOOL BOARD

Revised: June 2017

Retention: 5 years

JUL 17 2018

KEEP FOR YOUR RECORDS

 MALCOLM THOMAS, SUPERINTENDENT
 VERIFIED BY RECORDING SECRETARY

CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
FOR YOUTH SERVICES WIOA-2018-2019-03

WHEREAS, Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa, a non-profit corporation, is designated as the Local Workforce Development Area (LWDA) and is charged with the overall duties and responsibilities for the administration of the federal Workforce Innovation and Opportunity Act (WIOA) of 2014 in Escambia and Santa Rosa counties, Florida. Escarosa is in need of certain sub-recipient services more specifically hereafter described; and

WHEREAS, the School Board of Escambia County, Florida, hereinto referred to as "Contractor" has heretofore demonstrated its ability to serve as a service provider of the Workforce Innovation and Opportunity Act (WIOA) funding and to provide such services and is willing to do so, in accordance with the terms and provisions as presented below.

NOW, THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

1. Contractor shall provide WIOA Youth Program services and outcomes as described below. Services and outcomes shall be in compliance with WIOA as stated and described in their proposal, which is attached and incorporated into this contract.

- a. Provide for the outreach and recruitment of in-school youth fourteen through twenty-one (14-21) years of age and out-of-school youth sixteen through twenty-four (16-24) years of age. All youth must meet eligibility as defined by WIOA and Notice of Proposed Rule Making (NPRM) 681.210-681.250.
- b. At least seventy-five percent (75%) of the participants enrolled shall meet the definition of Out-of-School Youth (OSY) at the time of WIOA Youth Program eligibility determination and in compliance with the numbers proposed.
- c. No less than seventy-five percent (75%) of expenditures under the contract shall be on OSY. Failure to meet the seventy-five percent (75%) OSY expenditure requirement will result in disallowed cost. Escarosa will determine the amount to be disallowed in accordance with Federal/State guidelines. Any disallowed cost must be repaid to Escarosa from non-federal funds, and must be paid within thirty (30) days from date of notice of disallowed amount to the Contractor.
- d. At least twenty percent (20%) of contract expenditures must be for work experience, which may include staff time associated with developing worksites, worksite agreements and other activities associated with work experience. (TEGL 23-14) All work experience participants who will be working for the Contractor onsite will need approval from the WIOA Manager.

2. Contractor will coordinate directly with Escarosa Career Center service provider staff regarding WIOA Youth Program Intake and Eligibility Determination requirements.

3. The Contractor shall serve eight (8) in-school youth and forty-eight (48) or eighty-six percent (86%) out-of-school youth for a total of fifty-six (56) students.

4. The Contractor must provide the following services as described in its proposal for the fifteen (15) WIOA Youth components. The fifteen (15) components are as follows:

- a. Leadership and citizenship skills training
- b. Support services
- c. Adult mentoring
- d. Comprehensive guidance counseling which may include drug and alcohol abuse counseling
- e. Financial literacy
- f. Entrepreneurship training
- g. Career awareness, career counseling and career exploration
- h. Activities to assist youth in transferring to post-secondary education
- i. Occupational skills training to lead to/or acquire a credential or post-secondary credential
- j. Concurrent education and workforce preparation activities and training
- k. Tutoring/study skills and evidence-based dropout prevention and/or recovery
- l. Alternative school services/dropout prevention
- m. Paid and unpaid work experience which may include such activities as pre-apprenticeship, internships, job shadowing, and on-the-job training
- n. Twelve (12) month-youth follow-up services
- o. Measurable skills gain

5. All services and programs must be in compliance with WIOA final regulations and in accordance with services outlined in the proposal.

6. For all youth who are determined to be basic skills deficient, which shall be defined as having reading, math or language skills below the ninth (9th) grade level, basic skills instruction shall be a required component. Until otherwise directed, the Test for Adult Basic Education (TABE) will be used to determine basic skills deficiency. One hundred percent (100%) of youth in GED[®] Out-of-School dropout recovery programs will have a direct connection for support in career advising and real job experience.

7. Maintain periodic contact, as required, with each participant exiting the program, while providing those same participants with follow-up services for twelve (12) months after exit from a WIOA activity. All contact/follow-up activities must be properly documented in participant files and via Employ Florida (EF) State data reporting system. As part of staff follow-up activities, each participant must receive at least one of the below listed services:

- a. Counseling
- b. Information on job opportunities/job clubs
- c. Adult mentoring/tutoring
- d. Access to technology to explore websites and to facilitate communications
- e. Youth day events
- f. Job shadowing

Follow-up will be conducted at least once per quarter during the twelve (12)-month follow-up period and so noted in case notes and EF.

8. Timely, comprehensive, accurate documentation and data entry of all WIOA youth participant enrollments, status changes, goal sets/attainments, credentialing, outcomes, follow-ups, and career management/job developer counseling notes/information shall be placed in participant files and entered via EF. Incorrect record keeping can negatively impact service provider's regional and state performance.

9. Completion of any/all periodic/ad hoc reports that may be required by Escarosa.

10. Upon termination of the youth from the program, the youth participant's folder shall be transferred to the Escarosa for retention in accordance with federal and state guidelines.

11. All participant information shall be kept confidential. Staff for the Contractor who have access to participant data are required to sign the Individual Non-Disclosure and Confidentiality Certification Form. Signed originals will be maintained by Contractor no later than thirty (30) days after employment under this contract.

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed one hundred eighty-seven thousand two hundred twenty-one dollars (\$187,221.00)) as shown on the copy of the budget summary hereto attached. (Addendum) If during the term of the contract, Contractor determines that submitted line items need to be adjusted, these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$187,221.00 cannot be over expended. The Catalog of Federal Domestic Assistance (CFDA) number for WIOA is 17.259.

2. The amount of this contract may be modified based upon funding amounts for WIOA fiscal year 2018-2019 and the finalization of expenditures and available carry forward dollars from fiscal year 2017-2018.

3. All monthly invoices must be received by the fifteenth (15th) of the following month for the previous month's billing. All invoices must be submitted electronically with support services documentation attached.

4. Reimbursement shall be made to Contractor in a timely manner in accordance with Escarosa standard accounting procedures.

5. In order to ensure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below fifty percent (50%) at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not expended be de-obligated for use elsewhere.

6. To document the twenty percent (20%) work experience expenditure requirement, the contractor may submit the following:

- a. Actual wages/payroll paid to youth in a paid work experience component, and/or
- b. A log/timesheet documenting staff time spent to develop work experience sites; develop and implement work experience agreements; and/or work experience site maintenance, and the cost of staff time tied to these activities.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective on July 1, 2018 and continue to midnight on June 30, 2019.

The contract may be renewed for fiscal year 2019-2020 dependent upon performance as required by Escarosa and future funding allocations.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS

This contract is subject to termination for either party's refusal to comply with Chapter 119, F. S., Public Records Law but only with regard to this specific contract and the records utilized in execution of this contract.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties.

Modification #1 (one) is included in this contract as a result of additional federal WIOA requirements.

VI. EQUAL OPPORTUNITY

As a condition to the award of financial assistance under WIOA from the Department of Labor with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended; the Veterans Priority of Service Provisions 38 USC 4215 and 20 CFR 1010; the Equal Treatment for Faith Based Organization 29 CFR 2 subpart d; the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned or subcontracted by Contractor without the prior written consent of Escarosa.

VIII. FUNDING

If the WIOA funds anticipated to be received by Escarosa under which this contract is funded are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by Contractor to accept any additional conditions that may be imposed by Escarosa at any time. The Contractor understands that substantial alteration of program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT

The total amount of funds accessible by Contractor under this contract is one hundred eighty-seven thousand two hundred twenty-one dollars (\$187,221.00) payable only upon receipt of stipulated items in Section II of this contract. The total amount of funds attached to this contract may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

X. TYPE OF CONTRACT

Costs related to youth services will be cost reimbursement and cannot exceed the total amount of the contract. A copy of the Contractor budget summary is attached and made a part of this contract. (Addendum)

XI. INSURANCE

The Contractor is a qualified self-insurer under the regulations set forth in the Florida Statutes for general liability. During the term of this contract Contractor shall maintain a qualified plan of self-insurance pursuant to Section 768.28, F. S.

XII. TERMINATION FOR CONVENIENCE AND CAUSE

1. Convenience

Either party may terminate this contract for convenience by giving the other thirty (30) days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination, Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

2. Cause

If Contractor fails to fulfill in a timely manner its obligations under this contract, or if Contractor violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to Contractor of termination or deobligation and specifying the effective date of

such action; however, Contractor shall be entitled to payment or reimbursement for all services rendered up to the date of termination.

XIII. PROPERTY/EQUIPMENT CLAUSE

Any equipment (has more than one (1) year of life/use) to include chairs, desks, file cabinets, printers, computers, laptops, phones with a unit cost of less than five hundred dollars (\$500) may be purchased by Contractor for use in the WIOA year around program. If the unit cost for any equipment item is five hundred dollars (\$500) or more, Contractor must consult with Escarosa's Chief Financial Officer, and if applicable, Escarosa Information Technology Director, prior to purchase.

Any equipment that costs five hundred dollars (\$500) or more, will be considered Escarosa property, will be tagged by Escarosa for inventory purposes, and will be turned over to Escarosa should either party terminate the contract or the contract is not renewed. In addition, Escarosa will review lease versus purchase and will make the final decision and purchase of the equipment. The amount of the purchase/lease of equipment over five hundred dollars (\$500) shall be automatically deducted from the total amount allowed in the contract and the contract reduced accordingly. This reduction will be provided in writing to Contractor who hereby agrees to reduce the contract by the amount so noted.

The purchase/lease of the equipment will be agreed to by Escarosa and Contractor prior to actual lease/purchase of the items noted in the budget as originally proposed by Contractor.

XIV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under WIOA. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XV. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. No member of any council under WIOA shall cast a vote on the provision of services by that member or any organization which the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVI. COMPLIANCE WITH WIOA

The Contractor assures that it will comply with requirements of WIOA to the extent possible, and in accordance with any final regulation as required by the United States

Department of Labor USDOL/DOE. Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and the related regulations as assigned by Escarosa.

The Contractor assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting a practice or procedure, and that Escarosa shall supply the clarification to the contractor.

XVII. ACCOUNTING STANDARDS

The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the Contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, does not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XVIII. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between Contractor and Escarosa as defined by the citation of CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 200.501.

The Contractor shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within thirty (30) days of receipt from its auditor. Disallowed costs for funds not expended in accordance with WIOA regulations – as determined in the final resolution of the audit – must be repaid by Contractor from non-federal funds. WIOA and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XIX. RESOLUTION OF COMPLAINT

Escarosa Grievance Procedures remain in effect throughout the contract. The Contractor must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with Contractor staff original signatures are sent to the Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using Contractor procedures only. However, grievances that do concern the Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XX. MAINTENANCE OF RECORDS

All records pertinent to this agreement, including financial, participant, statistical, audit

and property and supporting documentation shall be retained for a period of five (5) years from the date of final payment of the agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the larger period of time.

XXI. RECORDS ACCESSIBILITY

Escarosa, United States Department of Labor, CareerSource Florida, Inc., and/or Department of Economic Opportunity duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXII. TRANSFER OF RECORDS

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa in an acceptable condition for storage.

XXIII. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXIV. DEFINITIONS AND ACRONYMS

ESCAROSA	Workforce Escarosa, Inc./CareerSource Escarosa
USDOL	United States Department of Labor
LWDA	Local Workforce Development Area
DEO	Department of Economic Opportunity
TABE	Test for Adult Basic Education
EF	Employ Florida, State's data entry system
CONTRACTOR	School Board of Escambia County
WIOA	Workforce Innovation and Opportunity Act, PL 113-129
NPRM	Notice of Proposed Rule Making
TEGL	Training and Employment Guidance Letter

XXV. PERFORMANCE STANDARDS

The following 2015-2016 federal-state-regional negotiated WIOA Common Measures represent the required performance outcomes associated with this WIOA Youth Program contract. To be deemed successful, the Contractor must achieve, at a minimum, eighty percent (80%) of the "Required Outcome." Contract performance may be adjusted dependent upon final performance standards as set by USDOL and/or the State of Florida with Escarosa for FY 2018-2019. Any adjustments will be noted in writing as a modification to this contract.

WIOA Performance Standard	Common Measures	Required Outcome	Minimum Outcome (80%)
Placement in Employment or Post-Secondary Education		80.70%	65.00%
Attainment of Degree or Credential		74.29%	59.43%
Literacy and Numeracy Gains		40.00%	32.00%

XXVI. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Contractor will be responsible for reimbursement of those costs to Escarosa.

XXVII. PROGRAM INCOME

Not applicable under this contract.

XXVIII. PELL GRANT REDUCTIONS

The PELL Grant policy is not applicable to this contract.

XXIX. NOTICE AND CONTACT

The name and address of the manager responsible for Escarosa for this contract is:

Sheryl Rehberg
Chief Executive Officer
Workforce Escarosa, Inc.
3670-2A N. L Street
Pensacola, FL 32505

The name and address of the manager responsible for Contractor for this contract is:

Dr. Michelle Taylor
Workforce Education Director
30 E. Texar Drive
Pensacola, FL 32503

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXX. SPONSORSHIP

When sponsoring a program financed wholly or in part by WIOA dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by School Board of Escambia County and CareerSource Escarosa." If the sponsorship reference is in written material, the words "CareerSource Escarosa" shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

XXXI. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with Contractor's procurement guidelines when purchasing necessary items for the administration of this contract.

XXXII. ATTACHMENTS

The below listed documents are included as part of this contract/and as were attached to the proposal:

- a. Proposed Line Item Budget
- b. Request for Proposals - Attachment A
- c. Certification Regarding Debarment, Suspension, etc. and Other Responsibility Matters – Attachment B
- d. Sworn Statements on Public Entity Crimes – Attachment C
- e. TEG1 23-14 – Attachment D
- f. Escarosa Grievance Complaint Hearing Appeal Procedures – Attachment E
- g. Certification of Equal Opportunity and Equal Access – Attachment F
- h. Certification Regarding Lobbying – Attachment G
- i. Drug Free Workplace – Attachment H
- j. Certification Regarding Florida Clean Indoor Air Act – Attachment I
- k. ADA Facility Accessibility Assurance Form – Attachment J

XXXIII. BYRD ANTI-LOBBYING Amendment (31 U.S.C. 1352)

No funds made available under WIOA shall be used for any political activity, lobbying of federal, state, or local legislatures, to raise funds or to promote or oppose unionization. The contractor shall assure that no WIOA funds will be used to assist, promote or deter union organizing.

XXXIV. COPYRIGHT STATEMENT

Contracting Agency shall have unlimited rights in

- a. data first produced in the performance of this contract;
- b. form, fit, and function data delivered under this contract;
- c. data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract;
- d. all other data delivered under this contract; and
- e. use, release to others, reproduction, distribution, or publication of any data first produced or specifically used by the Contractor in the performance of this contract.

XXXV. SECTARIAN STATEMENT

The Contractor agrees that participants funded under WIOA shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian

instruction or as a place of religious worship. WIOA funds cannot be expended on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

XXXVI. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The Contractor shall report any violation to the Contract Manager.

XXXVII. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The Contractor shall be familiar with and where applicable adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Florida Energy Efficiency and Conservation Act, F. S. 366.80 – 366.83 and 403.519, while engaged in WIOA Youth program activities and under contract with Workforce Escarosa.

XXXVIII. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the Contractor.

XXXIX. DAVIS-BACON ACT as Amended, (40 U.S.C. 3141 – 3148)

Not applicable to this contract.

XL. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701 - 3708)

Not applicable to this contract.

XLI. SARBANES-OXLEY ACT OF 2002

The Contractor will comply with the following requirements of the Sarbanes-Oxley Act of 2002:

It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (18 U.S.C. 1513).

It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (18 U.S.C. 1512).

The attached addenda entitled, "ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM", "ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)" and "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION" are hereby agreed to by Escarosa and are fully incorporated herein.

CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
FOR YOUTH SERVICES WIOA-2018-2019-03

XLII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract
which is retroactively effective from July 1, 2018 through June 30, 2019.

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

CAREERSOURCE ESCAROSA, INC.

By: Gerald W. Boone

Gerald W. Boone, Board Chair

By: Sheryl Rehberg

Sheryl Rehberg, Chief Executive Officer

Date: 7-18-18

Date: 08.06.18

Attest:

By: Malcolm Thomas

Malcolm Thomas, Superintendent

APPROVED FOR LEGAL CONTENT

FOR July 2018

AGENDA

JUL 9 2018

[Signature]
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JUL 17 2018

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

BUDGET SUMMARY

PROGRAM: WIOA Youth 2018-2019

AGENCY: Escambia County School District

SALARIES/BENEFITS	\$ 133,660.00
TRAVEL	\$ 1,000.00
OFFICE EXPENSE	\$ 300.00
PARTICIPANT	\$ 41,414.00
OTHER	\$ 0
INDIRECT 6.15%	\$ 10,847.00
GRAND TOTAL	\$ 187,221.00

CAREERSOURCE ESCAROSA
PROPOSED LINE ITEM BUDGET

PROGRAM: WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH

AGENCY: 2018-2019 Escambia County School District

ITEM	ADMINISTRATION	DIRECT PROGRAM	TOTALS
Salaries and Fringes:			
Salaries	\$ 101,700.00		\$ 101,700.00
Retirement	\$ 12,315.00		\$ 12,315.00
FICA Match	\$ 6,306.00		\$ 6,306.00
MEDI	\$ 1,476.00		\$ 1,476.00
Worker Comp	\$ 1,210.00		\$ 1,210.00
Health	\$ 9,977.00		\$ 9,977.00
Life	\$ 312.00		\$ 312.00
Dental	\$ 364.00		\$ 364.00
Total Salaries and Fringes	\$ 133,660.00		\$ 133,660.00
Travel:			
In District	\$ 1,000.00		\$ 1,000.00
Out of District			
Training			
Total Travel	\$ 1,000.00		\$ 1,000.00
Office Expense			
Equipment			
Purchase			
Maintenance and Repair			
Rental			
Communication:			
Telephone			
Beepers			
Cell Phones			

Supplies:			
Printing			
Office Supplies	\$ 300.00		\$ 300.00
Postage			
Data Processing			
Facilities:			
Rent			
Utilities			
Professional Fees:			
Audit			
Legal			
Accounting			
Advertising			
Insurance			
Total Office Expense	\$ 300.00		\$ 300.00
Participant			
Educational Materials			
Instructional Materials			
Client Supplies (incentive, Fprint. material)		\$ 5,000.00	\$ 5,000.00
Salaries		\$ 500.00	\$ 500.00
Benefits		\$ 83.00	\$ 83.00
Assessment		\$ 1,000.00	\$ 1,000.00
Support:			
Transportation			
Work Related Supplies			
Uniforms		\$ 500.00	\$ 500.00
Tools			
Total Participant Expense		\$ 7,083.00	\$ 7,083.00
Other			
WORK EXPERIENCE/WAGES*		\$ 34,331.00	\$ 34,331.00
Sub-Total			
Total Other Expense			
Indirect 6.15%	\$ 8,300.04	\$ 2,546.96	\$

			10.847.00
Administration	%		
TOTALS	\$	143,260.04	\$ 43,960.96 187,221.00

* Work experience wages for youth participants should be noted here and will not be used in the calculation of cost per participant for services. Total Wages and Staff costs for work experience must be 20% or more of the total budget.

The proposer will need to provide a narrative to justify the funding being requested as outlined under Part V. F.

To meet the 20% Work Experience expenditure rate, and if you will charge staff time to this expenditure requirement, please provide the Staff Positions and Costs associated with Staff that will be tied to Work Experience. This amount should be included in the total Staff Salaries and Fringes Costs and is not in addition to those costs.

Staff Person(s) Title and FTE	Projected Hours Work Experience	Cost Per Hour - Work Experience (can include benefits in calculation)	Total Expenditure s that will be charged to Work Experience
WIOA Coordinator	1312.50	\$ 57.98	\$ 76,100.00
Administrative Secretary I	756.00	\$ 19.17	\$ 14,492.00
Total:	2068.50	\$ 77.15	\$ 90,592.00

Contract Between
Workforce Escarosa D/B/A Career Source Escarosa
and
School Board of Escambia County for Youth Services – WIOA 2018-2019

12.8. 12.9 Subrecipient's unique entity identifier: Federal Award Identification Number (FAIN); (Note: the FAIN is available on the NFA, or from DEO Financial Management) FAIN # AA-30737-17-55-A-12

12.18 Identification of whether the award is R&D: 2 CFR 200.87 states "*R&D* means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

"Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes."

Additionally, §200.331 Requirements for pass-through entities.

All pass-through entities must:

(xii) Identification of whether the award is R&D:

This can be included on the first page of the sub award with other information and can be a statement to the effect of "this award is not for R&D". This award is not for R&D.

12.21 Funds shall not be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II for ETA appropriated (should be included in agreement)

12.44 . 2 CFR Appendix II to Part 200 (J) Procurement of Recovered Materials. (applies to Governmental units, both school boards)

12.45 . (applies to CHS): 2 CFR 175. Trafficking Victims Protection Act of 2000: LWDB must include the requirements in any grant with a private entity (not a unit of gov't). Establishes a Government-wide award term for grants and cooperative agreements to implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g). Further, each agency award (i.e., grant or cooperative agreement) under which funding is provided to a private entity, section 106 (g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the entity is involved in

certain activities which are listed in the CFR. You as the recipient, your employees, subrecipients under this award and subrecipients' employees may not:

I. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

II. Procure a commercial sex act during the time that the award is in effect; or

III. Use forced labor in the performance of the award or sub awards under the award.

12.47. 5 USC 1501-1508 and 7324. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

12.56. P.L. 103-333 §508. Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

12.59 Codes of Conduct: 29 CFR 95.42

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOC%N_2816

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.

2. If this agreement involves construction to be performed by the Signer, the above required comprehensive general liability and auto liability insurance shall be in an amount not less than \$1,000,000 and the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of an Owners and Contractors General Liability Insurance policy in the amount of \$1,000,000 according to the same terms, provisions, conditions and requirements described in paragraph B1 of this addendum. The named insured on the Owners and Contractors General Liability Insurance policy shall be the School Board.

3. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:

Signer:



Kevin T. Windham, CFE, Director
Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505

Initials of each



MT

SE

**Certification Regarding Debarment, Suspension, Ineligibility
and
Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT AWARD NUMBER AND/OR PROJECT NAME
CareerSource Escarosa WIOA
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Sheryl Rehberg, CEO
SIGNATURE DATE
08.06.18

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

Initials of Each Signatory



MT

**CAREERSOURCE ESCAROSA
REQUEST FOR PROPOSAL
PROGRAM YEAR 2016-2019
ABSTRACT SUMMARY
WIOA YOUTH PROGRAMS**

Agency Name: School District of Escambia County

1. A brief overview of what your visions for these are and what outcomes you will generally accomplish.

The guiding principle of services provided for the Escambia County School District (ECSD) Workforce Innovation Opportunity Act (WIOA) Youth offering is to produce a client exiting the program with a high school diploma or equivalent, a clear career pathway, related work experience, a certification for an in-demand occupation in the labor market, and prepared to work or enter post-secondary training. WIOA clients will be equipped with the tools needed for preparing them for successful, unsubsidized employment. All the components of this grant will be utilized as client needs dictate toward accomplishing that end goal.

2. Provide the number of out-of-school and in-school youth your agency will serve. Provide an overview of your outreach and recruitment efforts for each category and how you will assess the youth for each of the fourteen (14) components as required.

2016-2017 Client Loads	Additional for 2016-2017	Bringing Forward	
In-School Youth (ISY)	0	9	9
Out-Of-School Youth (OSY)	20	20	40
Total clients to be served for the 2016-2017 Grant Year			<u>Total 49</u>

40/49 = 82% OSY

OSY Outreach and Recruitment Efforts:

Recruitment will be accomplished through a variety of sources:

All students under the age of eighteen (18) seeking adult education services are required to obtain an Age Waiver administered by the Adult Education Coordinator at George Stone Technical Center (GSTC). This District-wide requirement has proved to be a strong tool for recruitment of out-of-school clients. Also, referrals come from the GSTC adult education teachers, the four (4) on-site guidance counselors, referrals from Vocational Rehabilitation, the Department of Juvenile Justice, and input from the guidance departments at the seven (7) ECSD high schools.

In addition, the George Stone Center houses an innovative program named the "Phoenix Program." This program is for sixteen (16) year old (and older) students still enrolled in Middle School. Once identified by a task force assigned to this project, these students are withdrawn from middle school, tested, and moved into a self-contained classroom with a specialized teacher where they work toward their GED Diploma. Many of these youth are prime candidates for the WIOA OSY program. ECSD WIOA Youth Program is currently serving one of these students, and another is qualifying.

ISY Outreach and Recruitment Efforts:

For the 2016-2017 Grant year the ECSD projects no recruitment of additional ISY clients until the minimum seventy-five percent (75%) required OSY percentage is met. If at that time additional funding is available, ECSD WIOA Youth program will pursue recruitment of ISY clients while remaining within the allowable ratio. If additional monies are allocated and the ratio is met, additional WIOA ISY participants will be recruited from students identified through the Graduation Coaches, a group appointed by the ECSD to detect students in the eleventh (11th) and twelfth (12th) grades that need additional support to graduate with their cohort group.

WIOA ISY participants will also be recruited through recommendations from teachers, guidance counselors, and other referral sources. ECSD WIOA Youth Program also utilizes the Industry Advisory Councils at the GSTC.

Industry Advisory Councils provide the opportunity to help guide career activities with field trips, job shadowing, and mentoring. Many advisory council members have provided internship opportunities for career seeking students. The WIOA ISY Services Program information will be presented to advisory council members encouraging them to utilize WIOA ISY participants who are in need of work experience placement either through; job-shadowing or paid work experience, providing meaningful training that will enable further exploration through private or public employment.

Youth Assessment for Required Components:

The Test of Adult Basic Education (TABE) survey will be the primary gauge for developing an individual academic plan for each client. Clients with basic skills below ninth (9th) grade will be directed to an ABE/GED program, a high school completion program, or one-on-one tutoring, depending on their need as reflected from their TABE results.

Following the administration of a Career Assessment and interest inventory, the client's ISS/IEP will be developed in-line with their test results. ECSD uses the Career Scope and/or the My Career Shines assessment. My Career Shines is a K-20 career planning tool provided by the Florida Department of Education. Career Scope is a nationally accepted private career assessment tool. The client's ISS/IEP will indicate which of the fourteen (14) available components best fits the needs of the client and written in to the ISS/IEP.

3. Provide a description of your work experience component to include what occupations or industry sectors you propose to target.

In recent past, the ECSD WIOA Youth program has had great success partnering with private sector businesses for client training sites. Some recent placements have been law offices, law enforcement, accounting firms, electrical companies, welding shops, automotive centers, Habitat for Humanity, animal shelters, garden and farm supplies, and veterinary clinics. Placement for paid work experience depends on the client's career pathway interest, the availability of work hours, and transportation. Placements are sometimes made within the school district due to the client's hardship and the expanse of occupational training available. However, these placements will be very limited and only in a career pathway of interest to the client, and containing transferrable skill sets that can be used in the private sector or a public entity.

ECSD WIOA Youth program's focus is encouraging the participants to engage in a workplace experience. Over forty percent (40%) of our funding request is designated for workplace activity. By involving a client in a work experience, he/she can quickly determine if they are a fit for that career pathway.

The work experience opportunity will be contingent upon the client's progress, attitude, and attendance in their academic training (if applicable). To remain eligible for paid work experience, clients must remain progressively active in their academic studies. Client penalties for not fulfilling their academic requirements will range from written warnings, suspension term (un-paid time off), or termination from the work activity.

ECSD WIOA Youth program will target industries in-demand and aligned with the client's aptitude and interest. Their work engagement will position them to seek further training in a local in-demand occupation.

ECSD offers many WIOA-approved secondary certificated technical programs, as well as Pensacola State College (PSC) offers many technical degree programs. Our goal is to get clients interested in obtaining marketable skills that combine with work experiences that convey a career path leading to sustainable living.

RESPONSE NARRATIVE

1. **Provide a general description of how youth will be recruited for the program. At a minimum 75% of the youth recruited must be out-of-school. Specifically address how out-of-school youth will be recruited. Provide the number of youth to be recruited and enrolled, and how many of this number will be out-of-school or in-school youth. In addition, please specify the age group(s) to be targeted. Letter(s) of support are required if recruitment will be from organizations outside of the proposer's organization.**

Escambia County School District (ECSD) will implement the WIOA Youth Services Program through George Stone Technical Center (GSTC) to promote positive youth development for youth facing serious barriers to future employment through innovative In-School Youth (ISY), Out-of-School Youth (OSY) and extended summer youth services.

WIOA OSY recruitment will be accomplished through a variety of sources including referrals from the GSTC adult education teachers, referrals from the four on-site GSTC guidance counselors, referrals from Vocational Rehabilitation and the Department of Juvenile Justice, and input from the guidance departments at the seven (7) ECSD high schools. In addition, GSTC houses an innovative program named the "Phoenix Program." This program is for over-age students (16 and older) still enrolled in middle school. Once enrolled in the "Phoenix Program" at GSTC, these students are assessed using the Test of Adult Basic Education (TABE), and are instructed in an Adult Education classroom where they work toward obtaining their GED certificate. Many of these youth are prime candidates for the WIOA OSY program. Currently, ECSD WIOA Youth Program is serving one of these OSY students, and another is qualifying.

For the 2016-2017 Grant year the ECSD projects no recruitment of additional ISY clients until the minimum seventy-five percent (75%) required OSY percentage is met. If at that time additional funding is available, ECSD WIOA Youth program will pursue recruitment of ISY clients while remaining within the allowable ratio. For WIOA ISY recruitment, ECSD has operated high school cooperative education programs for students who have benefitted from a paid, supervised work experience, while engaging them in academic classes. In addition, for more than ten (10) years ECSD has aggressively developed and supported career academies as a strategy to increase student academic and career and technical achievement while increasing the graduation rate. Work-based learning, through paid employment, is a key component for developing a successful student career. By merging the goals of the district's cooperative education programs and WIOA Youth Services, all WIOA ISY participants will have greater opportunities to work and gain the necessary knowledge to succeed in their desired career field. Our vision is to recruit ISY from high school career academies to enable students to gain valuable work experiences to contribute to their career development.

Many WIOA OSY have unique and challenging barriers that must be identified and addressed through Adult Basic Education (ABE), technical skills training, as well as work experience and employability skills. A comprehensive set of services upon intake include career counseling, career assessments, and the Test of Adult Basic Education (TABE) to determine which components are needed for OSY participants to gain unsubsidized employment, continue their education, or enter the military. All students under the age of eighteen (18) seeking adult education services are required to obtain an Age Waiver administered by the Adult Education

Coordinator at GSTC. This district-wide requirement is a strong tool for recruitment of OSY clients.

The WIOA extended summer youth services component will allow clients engaged in, or eligible for, a paid work activity the opportunity to continue their training throughout the summer months ensuring these WIOA in-school and out-of-school participants are prepared to enter the next phase of their career path development.

Every WIOA client will have the opportunity to learn interview skills, resume building, life management skills, and personal finance. By utilizing the district's local industry partners such as Navy Federal Credit Union, Home Depot, and Lowes, the ECSD WIOA Youth program will deliver its clients a full spectrum of career pathways and employability assets.

The active client projection indicates ECSD WIOA Youth program will retain twenty-nine (29) active clients from the 2015-2016 ECSD WIOA Youth program. These clients will also be serviced in this Request for Proposal. Numbers below reflect additional clients to be served from July 1, 2016 through June 30, 2017.

A total of twenty (20) additional WIOA youth participants will be served in ECSD for the 2016-2017 grant year. ECSD WIOA Youth program will bring forward twenty-nine (29) currently-active cases, establishing a case load of forty-nine (49) clients to be serviced for the 2016-2017 grant year. The monetary requests in this RFP will reflect their required continued services.

Clients will be between the ages of sixteen (16) and nineteen (19), and enrolled in one of ECSD's high schools for the 2016-2017 year. WIOA ISY participants will be recruited through career academies and also from students identified through the district's Career Coaches, which is a group employed by the ECSD to identify students in the eleventh (11th) and twelfth (12th) grades needing additional support to graduate with their cohort group. These students will continue in their high schools with ECSD WIOA Youth Programs support, or be referred to Adult Education to earn a high school diploma or its equivalent. By combining WIOA ISY services with the Graduation Coach's guidance, the student's opportunity of obtaining a secondary diploma will be greatly enhanced.

If additional monies are allocated and the ISY/OSY ratio is met, the WIOA ISY participants will also be able to earn one of the many certifications offered by the ECSD WIOA ISY program and engage in a paid work activity providing them an additional advantage in obtaining unsubsidized employment.

In keeping with WIOA mandates for a minimum of seventy-five percent (75%) out-of-school participation rate, the estimated number of additional WIOA OSY participants to be serviced is twenty (20).

Academic skills building and marketable demand certifications will be available for all youth. Included in the academic offerings are high school credit classes, Adult Basic Education, and

General Education Development (ABE/GED) classes all designed to prepare the student for a track-appropriate diploma.

The certification offerings include, but are not limited to, child care certifications, fork-lift operation, food handler's certification, Cardiopulmonary Resuscitation (CPR), Automated External Defibrillator (AED), First-Aid certification, lubrication specialist, and Certified Nursing Assistant, while featuring paid work experiences to reinforce these learned skills. Together these opportunities will deliver a client with highly marketable skills and promote academic success.

2. WIOA is specific as to the barriers to be targeted for services within the OSY and ISY categories. Provide a description of the specific barriers to be identified and recruited. In addition, Escarosa has adopted two (2) additional definitions for Youth barriers. These may also be included in your list of barriers. Also provide an estimated number of youth who will fit any of these categories as compared to the total youth you propose to serve. Letter(s) of support are required if recruitment efforts will be from outside organizations.

<i>Barriers</i>	<i>OSY</i>	<i>ISY</i>
Youth is a School Dropout	20	
Youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter.	1	
Youth recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and youth is either Basic Skills Deficient (Reading or Math below the 9th grade level documented by TABE)	2	
Basic Skills Deficient	15	5
Youth who is subject to the juvenile or adult justice system.	4	
Youth is homeless, a runaway, an individual in foster care or who has aged out of the foster-care system.	1	
Youth is Pregnant or Parenting	4	1
Youth is an individual with a disability.	1	1
Youth is a low-income individual who requires additional assistance to enter or complete an educational program, or to secure or hold employment.	18	5

ECSD is a non-profit public education institution serving all ages, Pre-K through adult. While the graduation rate for ECSD has increased from 66.1% in 2014 to 72.7% in 2015, many barriers remain for ISY; many students are still at risk of dropping out. For the 2014-2015 school year, 750 out of 3,714 students failed to graduate with their cohort group.

For the 2016-2017 Grant year the ECSD projects no recruitment of additional ISY clients until the minimum seventy-five percent (75%) required OSY percentage is met. If at that time additional funding is available, ECSD WIOA Youth program will pursue recruitment of ISY clients while remaining within the allowable ratio. If additional monies are allocated and the ratio is met, the ECSD WIOA Youth program intends to target and assist its 25% (approximately seven (7) clients) ISY by identifying eleventh (11th) and twelfth (12th) grade ISY that are identified by the Graduation Coaches as needing intervention in order to graduate with their cohort group. These potential clients must also fall into the low-income barrier, as well as requiring additional assistance to complete an educational program, and/or any other eligible barrier.

ECSD also will address the needs of OSY at a rate not less than 75% (approximately forty (40) clients). One of our targeted student-groups is from a program called the "Phoenix Program" where sixteen (16) year old students in middle school leave the K-12 education system and voluntarily enroll with parent's permission in an adult education classroom at GSTC with a specially trained teacher who is tasked with preparing students to pass the GED. Students are transported and fed with district funds. These students are classified as dropouts, and most have basic skills barriers as well as other barriers that must be overcome.

ECSD WIOA Youth Programs has funding for four (4) OSY clients from the Department of Juvenile Justice for the 2016-2017 grant year. Special processing for payroll has been arranged through a local private vendor.

All students under the age of eighteen (18) wishing to enroll in adult classes must have a district-issued age waiver. Age waivers are only issued at GSTC, providing an excellent recruitment tool for OSY.

3. **Provide a general description of the proposed components of your program. This shall include the services to be offered as required and noted in Attachment A. If a secondary or postsecondary educational entity is applying, state whether the services will be incorporated into the normal school day or will be offered outside of school hours. Please address each of the fourteen (14) criteria. The times and days of the week the services are to be offered, and the length for successful completion. Testing instruments to be used to determine basic skills deficiency and career interests and abilities should also be identified in this section. The TABE test is the preferred assessment to determine basic skills deficiencies.**

The guiding principle of services provided for the ECSD WIOA Youth Services Program is to produce a client exiting with a high school diploma or equivalent, a clear career pathway, related work experience, and a certification for an in-demand occupation in the labor market, and prepared to work or enter post-secondary training. WIOA Youth Services clients will be armed with tools preparing them for successful unsubsidized employment. All the components of this grant will be utilized as client needs dictate toward accomplishing that end goal.

In recent past, the ECSD WIOA Youth Program has had great success partnering with private sector businesses for client training sites. Some recent placements have been law offices, law enforcement, accounting firms, electrical companies, welding shops, automotive centers, Habitat for Humanity, animal shelters, garden and farm supplies, and veterinary clinics. Placement for paid work experience depends on the client's interest, the availability of work hours, and transportation. Placements are sometimes made within the school district due to client's hardship and the expanse of occupations available. However, these placements will be very limited and only in a site in which the client wishes to pursue a post-secondary career pathway.

ECSD WIOA Youth services will encompass the normal school day as well as activities such as work experience and job shadowing after the school day ends and weekends and holidays if desired. The WIOA Youth Program Coordinator will be "on-call" at all times.

The TABE survey will be the primary gauge for developing an individual academic plan for each client as they are enrolled; their ISS/IEP will be developed following the administration of a career assessment and interest inventory. Clients with basic skills below ninth (9th) grade will be directed to an ABE/GED program or High School Completion program, and/or one-on-one tutoring.

Partnering with the ESCD's Adult Education Department to provide secondary education opportunities available at the same site as the WIOA Youth program will be advantageous to the client and will help promote attendance and progress. CareerSource Escarosa and their affiliates have made available the resources for industry certifications which along with successful academic accomplishments will ensure the WIOA Youth Program clients become a marketable commodity.

The components to be addressed by the ECSD WIOA Youth program are as follows:

- (1) Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;**

The ECSD WIOA Youth program currently has a tutoring program in place that operates two nights weekly from 3:30 p.m. until 5:30 p.m. by a certified teacher that specializes in tutoring GED, ACT, and ABE. The curriculum also includes "test-taking training" which addresses the mental aspects of testing many youth have to overcome to be successful in test taking, including answer elimination. This RFP will reflect the continuation and possible expansion of this client offering.

- (2) Alternative secondary school services, or dropout recovery services, as appropriate;**

The ESCD has the "Second Chance" program housed at the Judy Andrews Center where secondary students are placed in lieu of expulsion. Also available are Adult High School Completion programs offered through the ECSD Adult Education Department as well as

Pensacola State College. Graduation Coaches are employed to provide support services including student academic and career guidance, social and emotional support, and graduation planning.

In addition, GSTC houses an innovative program named the "Phoenix Program." This program is for over-age students (16 and older) still enrolled in middle school. Once enrolled in the "Phoenix Program" at GSTC, these students are assessed using the Test of Adult Basic Education (TABE), and are instructed in an Adult Education classroom where they work toward obtaining their GED certificate.

(3) Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:

(i) Summer employment opportunities and other employment opportunities available throughout the school year;

American youth are struggling to get the work experience they need for jobs of the future. According to the Bureau of Labor Statistics from August of 2015, the number of unemployed youth was 2.8 million in July 2015. The Work Experience components provided by ECSO WIOA Youth Services for all eligible clients will provide not only experience, but a viable addition to their resume, all contributing to a smooth pathway of employment for these youth.

The work experience opportunity will be contingent upon the client's progress, attitude, and attendance in their academic training. To remain eligible for paid work experience, clients must remain progressively active in their academic studies. Client penalties for not fulfilling their academic requirements will range from written warnings, suspension term (un-paid time off), or termination from the work activity.

Summer Youth Services will be a continuation of services already being offered for clients currently engaged in or new intakes during the summer term that desire to be engaged in work experience, and the opportunity to receive training throughout the summer.

(ii) Pre-apprenticeship programs;

GSTC houses the Pensacola Electrical Apprenticeship College (PEAC) which is a non-union electrical program. PEAC requires the member to be eighteen (18) years of age and the drive to become a licensed electrician. The classes are two evenings per week, and the participant is required to work daily in the field of electricity. PEAC assists in placing their members with licensed, local electrical contractors. When needed, a set of strategies will be developed for WIOA Youth Services Program clients to become prepared to join PEAC.

(iii) Internships and job shadowing;

The WIOA Coordinator will arrange for WIOA Youth Program OSY participants to job shadow in career fields of the participant's interest. Participation in job shadowing experiences benefits the client and affords the client exposure to many different career interests. A supervisor's signed statement will provide documentation for successful completion of this job-shadowing activity.

(iv) On-the-job training opportunities;

OJT opportunities will be made available for ISY clients wanting to earn elective credits through their home high school. OJT participants' salaries will be paid by either their workplace or by the WIOA youth program.

- (4) Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved, if the Local Board determines that the programs meet the quality criteria described in WIOA sec. 123;**

Occupational skills training is addressed through WIOA Youth Program by means of providing work site experiences for all eligible clients. This work experience provides the client with basic hands-on, beginning training in the career field of his/her choice. Reinforcing the work experience with employability skills training, better equips the client to move forward with his/her career. Once the client has successfully completed his/her secondary schooling and has a successful work place experience, WIOA Youth Program assists the client in obtaining WIOA Adult services for post-secondary training and applying for PELL grant where applicable.

- (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;**

Each client will be enrolled in an educational setting as need indicates from TABE and aptitude assessments, then, coupled with a worksite experience, the client will earn an occupational certification, workplace skills, and a completed secondary education.

- (6) Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors.**

ECSD WIOA Youth Program has a unique opportunity for peer-centered activities through Navy Federal Credit Union. Select Navy Federal volunteers take on the responsibility of mentors and tutors as needed for the Adult Education program offered at GSTC. This

program is established and active. These volunteers provide counseling, tutoring, financial training, and advocacy for these under-aged students.

(7) Supportive services;

The ECSD WIOA Youth program has historically investigated all possible channels of opportunity to enable its clients to be successful in their studies, their career, and their life. The “Street Survival Guide” is a local publication listing all free or reduced assistance programs from dental to housing available in Escambia and Santa Rosa areas for those in need. It is an excellent resource for in-need clients to receive needed assistance.

ECSD WIOA Youth Programs will provide Escambia County Area Transit (ECAT) passes for transportation to and from work or school, testing charges such as pre-GED, GED, TABE, ABE /GED class fees, and fees associated with obtaining a credible industrial certification. ECSD WIOA Youth Program will furnish within reason-required uniforms, eyeglasses (if local service groups cannot provide), and any required safety gear. ECSD WIOA Youth Program will refer out assistance with housing, childcare, and needs-related payments not funded in RFP. Any documented disability will be accommodated as required by school policy and Federal Law.

(8) Adult mentoring for duration of at least twelve (12) months that may occur both during and after program participation;

Currently in place at the GSTC is an active mentoring program in partnership with Navy Federal Credit Union. The clients in the “Phoenix Program,” as well as others needing assistance are assigned a mentor that meets them weekly face-to-face and communicates weekly via electronic communication. The mentors also assist their assigned student with their studies when needed and provide advocacy and experienced problem resolution. These services are available during and post school as needed.

(9) Follow-up services for not less than twelve (12) months after the completion of participation.

Follow-up activities for youth exiting during the final phase of the program will be conducted every ninety (90) days (three (3) months) by the WIOA Youth Program Coordinator and staff. This activity will consist of phone calls, letters to the participants and/or employers, job-site visits, and home visits if necessary, for a period of twelve (12) months. All required documentation will be entered in the Employ Florida Management System, hard-copied to the client’s folder, and scanned into a retrievable, secured database.

In addition, Florida DOE also provides a placement and follow-up metric through the Florida Employment and Training Placement Information Program (FETPIP). Through the students’ social security numbers, the students are located in October following their high school graduation to determine if they are employed, continuing their education. Data will be mined for each WIOA Youth Program ISY participant and placed in the student’s WIOA Youth Program folder as needed.

OSY Services

Follow-up activities for youth exiting during the final phase of the program will be conducted every ninety (90) days (three (3) months) by the WIOA Youth Program Coordinator and staff. This activity will consist of phone calls, letters to the participants and/or employers, job-site visits, and home visits, if necessary, for a period of twelve (12) months. All required documentation will be entered in the Employ Florida Management System, hard-copied to the client's folder, and scanned into a retrievable, secured database.

- (10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;**

The ECSD has a certified therapist/counselor that comes to each of his/her assigned school on a rotating basis. In addition, there are four certified active guidance counselors relegated to the GSTC. These on-site counselors are familiar with local support agencies and often refer clients to the direct assistance needed.

- (11) Financial literacy education;**

Every WIOA Youth Program client will have the opportunity to learn interview skills, resume building, life management skills, and personal finance. By utilizing the district's local industry partners such as Navy Federal, Home Depot, Lowes, the ECSD WIOA Youth program will deliver its clients a full spectrum of employability assets.

- (12) Entrepreneurial skills training;**

The Business Education Department within the GSTC has curriculum developed for teaching entrepreneurial skills. This curriculum is current and accessible as a stand-alone unit. This curriculum consists of general requirements for starting and successfully maintaining a small business, and will be available to all clients.

- (13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services;**

The ECSD has a "Career Van" which is a converted thirty-four foot (34') Winnebago equipped with computers and employability software. One program that will be utilized for the ECSD WIOA Youth program will be "Career Scope," a nationally recognized career choice program that matches interest with aptitude providing a clearer career path. Also to be utilized is "My Career Shines," an on-line career assessment program.

- (14) Activities that help youth prepare for and transition to post-secondary education and training;**

One of the major keys to post-secondary success is a positive grounding in secondary education. By combining secondary classes with work experience, the client learns why they need strong basic skills and why they need to be able to clearly communicate with others. The clients realize that the learning they gain from their classroom studies is a useful and applicable tool to use toward obtaining their desired career. Understanding the use of academic knowledge promotes deeper engagement in their classroom studies.

4. Provide a description of how services will be aligned with the age and/or class level of the youth participant and how the participant will progress over the period of the contract. This should include development of the Individual Service Strategy (ISS) and goals/objectives to obtain the performance outcomes as required. Please address the services in two categories – out-of-school-youth and in-school youth.

ISY Services

For the 2016-2017 Grant year the ECSD projects no recruitment of additional ISY clients until the minimum seventy-five percent (75%) required OSY percentage is met. If at that time additional funding is available, ECSD WIOA Youth program will pursue recruitment of ISY clients while remaining within the allowable ratio. If additional monies are allocated and the ratio is met, the ECSD WIOA Youth Program will service additional ISY. These youth will be recruited from referrals from the Graduation Coaches (staff developed by ECSD to identify juniors and seniors in jeopardy of not graduating with their cohort group). These ECSD ISY's barriers will have been identified by the Graduation Coaches, and ECSD WIOA Youth Program will administer the TABE test, a career assessment unit, counseling, and develop a plan to address the client's needs that will allow a client to complete his/her secondary education. These eligible clients will also be afforded the opportunity to secure workplace experience, obtain an industrial certification, employability skills, and financial education. These participants will be monitored as required and the end product will have the training and skills necessary to make an informed decision about his/her career pathway.

OSY Services

OSY participants who are drop-outs or not enrolled in school will be given the TABE test. Participants that are sixteen (16) and seventeen (17) years of age, who are basic skills deficient, will enroll in a basic skills goal and activity. Participants who are not basic skills deficient will be enrolled in high school completion (ECSD or PSC) Adult High School, GED, occupational skills training and work readiness skills. These goals and activities will be incorporated in the fourteen (14) components of this contract.

Participants aged eighteen (18) to twenty-four (24) who are basic skills deficient will also enroll in a basic skills activity. All participants will be given the TABE test prior to enrollment in the ECSD WIOA youth program. All eligible participants (ages 16 – 24) will be given the opportunity to obtain work place experience through job-shadowing, internship, or paid WIOA Youth Program workplace activity. These participants will be monitored as required. All youth will have an Individual Service Strategy (ISS) developed and entered in the Employ Florida Marketplace (EFM

Data System) and a copy of TABE test scores in the youth folder, as well as scanned into a retrievable, secure database. This culmination of events will lead to a client having a secondary high school diploma (or equivalent), work experience, and employability skills enabling the client to secure unsubsidized employment.

One important goal of every ECSD WIOA Youth Program participant is to obtain a high school diploma or equivalent. This will be included on each ECSD WIOA youth program participant's Individual Service Strategy.

Summer Youth Services

Summer Youth Services will be a continuation of services already being offered for clients currently engaged in or new intakes during the summer term that desire to be engaged in work experience with the opportunity to receive training throughout the summer.

5. If you plan on offering incentives, please provide a description of the amount to be tied to each program component where successful completion will occur to "earn" the incentive payment, and what the incentive payment or item will be for each successful completion.

ISY Services

Subject to funding availability there are various incentive payments planned for ISY participants. Eligible youth actively in high school and in good standings will be offered a Work Experience component. Work experience is one of the main focuses for the ECSD WIOA Youth program. The work experience component will pay current Florida minimum wage for up to fifteen (15) hours weekly when school is in session and additionally as funding permits. Incentive bonuses are listed below and are contingent on the coordinator's approval and available funding.

OSY Services

Subject to funding availability there is various incentive payments planned for OSY participants. Eligible youth actively engaging in their secondary studies and in good standings with their academic progress will be offered a work experience component. Work experience is one of the main focuses for the ECSD WIOA Youth program. The work experience component will pay current Florida minimum wage for up to fifteen (15) hours weekly. Incentive bonuses are listed below and are contingent on the coordinator's approval and available funding.

Summer Youth Services

Summer Youth Services will be a continuation of services already being offered for clients currently engaged in or new intakes during the summer term that desire to be engaged in work experience with the opportunity to receive training throughout the summer.

Incentives will be available to all participants as funding permits and will be verified and approved by the WIOA Youth Program Coordinator and staff prior to distribution. Such incentives include, but are not limited to, the following:

One-hundred-fifty dollars (\$150.00) gift certificate for each eligible participant earning adult high school diploma or GED

Twenty-five dollars (\$25.00) gift certificate for each eligible participant earning an approved post-secondary adult vocational program Occupational Completion Point (OCP) designating that the student has achieved a “work ready” skill (as approved by Coordinator)

Fifty dollars (\$50.00) gift certificate for each eligible participant earning a WIOA Youth Program approved certificate of completion in a Vocational/Technical program (as approved by Coordinator)

Fifty dollars (\$50.00) gift certificate for each industrial certification deemed “job ready” such as Child Care Certification, Forklift Certification, etc. (as approved by Coordinator)

Funding bus passes for participant transportation assistance as needed

Awards for all incentives are based upon funding availability.

6. For all work experience activities, provide the industry and/or business sector your organization will target. Include whether or not the businesses targeted will be public, non-profits and/or for profit businesses and whether or not your organization has formed partnerships with local business to work with your organization to support this program. Letters of support will need to be submitted where possible. Escarosa wants to ensure that all work experience is tied to the youth’s interest and abilities, as well as their career interest, where reasonable, to ensure a meaningful experience in a career field he/she would like to explore. At a minimum no less than 20% of the total budget proposed by your organization must be expended on work experience. (TEGL 23-14, page 8)

The ESCD WIOA Youth program has had great success in targeting private sector businesses for client training sites. Some recent placements have been law offices, law enforcement, accounting firm, electrical companies, welding shops, automotive centers, Habitat for Humanity, animal shelters, garden and farm supplies, and veterinary clinics. We place clients in a variety of occupational clusters according to the student’s interest and ability. Placement for paid work experience depends on the client’s interest, the availability of work hours, and transportation. Placements are sometimes made within the school district due to client’s hardship and the expanse of occupations available within the district. However, these placements will be very limited and only in a program in which the client wishes to pursue post-secondary education. Our goal is to provide the majority of work experiences with private businesses.

ISY Services

Industry Advisory Councils provide the opportunity to help guide career activities with field trips, job shadowing, and mentoring. Many advisory council members have provided internship opportunities for career seeking students. The WIOA ISY Services Program information will be presented to the advisory council members, encouraging them to utilize a WIOA in-school participant when in need of workers through job-shadowing or paid work experience, providing meaningful training to prepare the client for employment through the private or public sector.

OSY Services

The WIOA Youth Program Coordinator visiting potential employers and discussing the benefits of the project will recruit work experience sites. Work experience sites will be matched to the participants' interests, skill level, and/or aptitude through career counseling based upon the results of the Career Assessment administered at GSTC for its student population. ECSD has worked with and will continue to collaborate with numerous private and public employers for meaningful worksite opportunities, aligning work experiences with the participant's career interests. In addition, GSTC's training programs, business advisory council and vocational teachers will provide the WIOA Youth Program Coordinator with opportunities to develop positions with the advisory council member's businesses or organization.

Summer Youth Services

Summer Youth Services will be a continuation of services already being offered for clients currently engaged in, or new intakes, during the summer term that desire to be engaged in work and receive training. Follow-up services for these clients will be addressed as they are for any ISY/OSY as described above.

7. **Provide a brief description on how payroll for youth participants will be made. Many youth may have criminal backgrounds. Describe how payroll for work experience will be made to ex-offenders, if a payroll service is used for this component, which can at times hinder or prohibit the youth from participating in work experience.**

The ECSD WIOA Youth Program will utilize the district's payroll system as often as possible. For those clients known to have backgrounds that will disallow placement on the district payroll, ECSD WIOA Youth Program will outsource with Landrum Staffing Services, a local vendor. Landrum Staffing Services is currently under contract with the ECSD and GSTC. Landrum Staffing will be used minimally, as the additional cost of service is greater. The ECSD currently uses Landrum Staffing Services for select part-time employees, and ECSD WIOA Youth Program will append those services. This will allow all eligible clients to participate in paid work experience.

8. **Provide a description of the follow-up activities to be conducted by your organization. Once the contract has expired, please describe your organization's ability to complete the twelve month follow-up activities for youth exiting during the final phase of program services.**

ISY Services

The ECSD WIOA Youth Program Coordinator and staff will conduct follow-up activities for youth exiting during the final phase of the program every ninety (90) days (three (3) months). This activity will consist of phone calls, letters to the participants and/or employers, job-site visits, and home visits if necessary, for twelve (12) months. All required documentation will be entered in the Employ Florida Management System, hard-copied to the client's folder, and scanned into a retrievable, secured database.

In addition, Florida DOE also provides a placement and follow-up metric through the Florida Employment and Training Placement Information Program (FETPIP). Through the student's social security numbers; the students are located in October following their high school graduation to determine if the student is employed or continuing their education. Data will be mined for each WIOA ISY participant and placed in the student's WIOA Youth Program folder as needed.

OSY Services

Follow-up activities for youth exiting during the final phase of the program will be conducted every ninety (90) days (three (3) months) by the ECSD WIOA Youth Program Coordinator and staff. This activity will consist of phone calls, letters to the participants and/or employers, job-site visits, and home visits if necessary, for twelve (12) months. All required documentation will be entered in the Employ Florida Management System, hard-copied to the client's folder, and scanned into a retrievable, secured database.

Also, Florida DOE also provides a placement and follow-up metric through the Florida Employment and Training Placement Information Program (FETPIP). Through the student's social security numbers; the students are located in October following their high school graduation to determine if the student is employed or continuing their education.

9. **Provide a timeline for implementation of services beginning July 1, 2016. The timeline should address hiring of staff; recruitment of participants, and beginning of program services.**

July 1, 2016 will be the day of full implementation for the ECSD WIOA Youth Program grant; staff is in place and fully trained. ECSD WIOA Youth Program is a continuation of a successful existing program utilizing an experienced WIOA Youth Program Coordinator and an experienced Secretary I. There will be no lag in services, and a seamless process is foreseen. ECSD WIOA Youth Program will be bringing forward current clients and constantly recruiting new clients.

STAFF QUALIFICATIONS

1. **List the staff positions that will be involved in the programs/services, his/her experience, educational levels, what duties he/she will perform and his/her qualifications.**

There are two (2) employees' salaries and benefits budgeted as follows within the WIOA Youth Services Grant:

ECSD WIOA Coordinator	one-hundred percent (100%)
ECSD WIOA Administrative Secretary I	sixty- percent (60%)

Program Coordinator

The ECSD WIOA Youth Program Coordinator has thirty-six (36) years of experience working with secondary and adult students. He has been the WIA/WIOA Coordinator since February, 2013. During this tenure, he has been a part of the school district as a DCT/OJT coordinator working with the high school and adult populations doing placements and follow-ups. He is also certified in Retailing and is a certified TABE Administrator. His education level is commensurate to this position. He holds an Advanced Master's Certification from the University of West Florida, Pensacola, Florida. The duties that this position and office will perform under this proposal are as follows: coordinating and supervising the district-wide WIOA Youth Services Program including recruiting, testing, coordinating intake eligibility, and case management for WIOA Youth Services participants; contacting local businesses for the purpose of recruiting work experience sites; communicating with the job sites supervisors and staff, coordinating meetings with high school DCT/OJT Coordinators who teach in-school participants, managing Career Source Escarosa, Inc. required documentation; preparing and implementing the WIOA contract, and managing the WIOA project budget.

Administrative Secretary I

The Administrative Secretary I has thirty-one (31) years' experience in secretarial/clerical duties, specializing in HR/Payroll. She has worked for the ECSD sixteen (16) years, and became the WIOA Secretary in August, 2014. The duties of this position are as follows: correspondence; minutes; reports; memorandums, and other documents from copy; spreadsheets; and informational reports to assist the program coordinator. Under this proposal, the Administrative Secretary I will manage the Employ Florida Marketplace (EFM) system, answer phones, take messages, provide information to callers, and direct calls and messages to appropriate persons. Additional duties shall include assisting in follow-up, processing incentive documentation, and entering data in Employ Florida Management system (EFM). The Administrative Secretary I shall also compile and maintain accurate and up-to-date records such as mailing lists, expense information, travel, payroll, invoices, and perform bookkeeping, assist in follow-up, and other duties as deemed necessary by the Coordinator.

2. All contracts will be approved in May 2016, with services to begin July 2016. Within what timelines will your organization have staff hired/available to begin technical assistance/training, if required, and/or to deliver services as specified within the proposal?

This request will be a continuation of services for the School District of Escambia WIOA Youth program with little technical assistance or training required as WIOA Youth Program staff is currently employed in their continuing WIOA Youth Program capacities.

ORGANIZATIONAL CAPABILITIES

1. Previous Experience

- a. Describe your organizations history and experience in administering employment and training services, providing policy interpretation and other related items for WIOA/WIA programs; or, if no WIOA experience in the services proposed, describe other experience which is comparable for the activities requested.

The ECSD has a rich history of serving disadvantaged youth. For the past twenty-eight (28) years, the ECSD served youth participants under the following programs: Job Training Partnership Act (JTPA), Private Industry Council (PIC), and the Workforce Investment Act (WIA). ECSD has also provided employment and training services for participants enrolled in GSTC.

The ECSD has greatly expanded its offerings for Adult General Education by increasing the enrollment in ABE/GED from nine-hundred thirty (930) in the 2014-15 school years to one thousand six hundred and sixty-two (1,662) (through Feb. 5th, 2016) for the 2015-16 school terms. That is a seventy-six percent (76%) increase, demonstrating ECSD's dedication to assisting the adult population.

The Workforce Education Department within ECSD enrolls over seven thousand five hundred (7,500) high school students in Career and Technical Education (CTE) courses. Within the DCT/DCE/OJT Programs, nearly five hundred (500) high school students are placed in positions for paid and unpaid work experience each school year.

- b. Provide any reports which may include an annual report to document past performance and outcomes of previous programs administered by your organization which are related to employment and/or training related activities.

The ECSD has twenty-eight (28) years of performance contracts on file with CareerSource Escarosa, Inc. These reports can be reviewed online by looking on the CareerSource Escarosa website. The school district continues to work under a performance contract at this time.

BUDGET INFORMATION (Proposal Instruction Package Attachment D)

The following narrative description is provided to explain items listed on the line item Budget Worksheet. The description provides information on how costs were determined and how they will support the activities described in the proposal narrative.

1. Personnel

Provide cost estimates for staff to be involved in the above services. These costs should relate to the number of hours personnel will spend working in the above program. This may reflect full-time (1.0 position) or part-time (.5) positions. Fringe benefits should be shown as a separate line-item within this category.

The ECSD WIOA Project Coordinator salary and benefits will be funded one hundred percent (100%) from the WIOA Youth Services Grant. The WIOA Administrative Secretary's salary and benefits will be funded sixty percent (60%) from the WIOA Youth Services Grant.

Oversight and coordination of this project will be year around and included in the duties of the ECSD Workforce Education Department Director.

The Program Coordinator will interview all students entering the WIOA Program. The ECSD WIOA Youth Services staff will be a continuation of the existing personnel.

All cost estimates for staff involved in project services are estimated based on the positions' regular rate of pay. The table below indicates salaries and benefits to be paid for WIOA personnel through the WIOA Youth Services Grant. Please note the potential salary projections are included in salary table.

Total Salary and Benefits			\$128,490.00
		Budget Robert Childers	Budget Mary Moorer
Annual Salary		\$76,200.00	\$22,500.00
Retirement	12.88% / 7.26%	\$9,820.00	\$1,650.00
FICA	6.20%	\$4,750.00	\$1,410.00
MEDI	1.45%	\$1,120.00	\$330.00
Worker Comp	1.19%	\$920.00	\$270.00
Health		\$8,160.00	\$720.00
Life		\$200.00	\$120.00
Dental		\$200.00	\$120.00
TOTAL		\$101,370.00	\$27,120.00

To support the 20% work expenditure requirement, you may use staff time that is spent on developing work experience sites; work experience agreements, and monitoring of work experience activities. Please identify what portion of staff costs will be specific to the work experience expenditure requirement. (TEGL 23 – 14)

ECSD WIOA Youth program will utilize the work experience component as an offering for all eligible youth and is the centerpiece of program expenditures for WIOA youth.

Coordinator: 70% of staff cost
Secretary/Bookkeeper: 60% of staff cost

2. Personnel Support Expenses

Provide the budget and a brief narrative to support the line-items identified to support personnel activities (i.e., in-district travel, supplies, etc.) in the Budget Summary. This shall include how the amounts were calculated and on what data the amounts were derived.

Total Travel

\$2,500.00

This item represents the reimbursement for in-county and out-of-county travel expenses for two project personnel based on previous travel expenses for in-county transportation and out-of-county state training meetings.

\$2,000.00

Total Office Expense

This item represents the cost of office supplies and materials for staff based on a history of supply expenses.

3. Participant Costs

Provide information on the actual costs of any items related directly to the participants to include work experience wages, insurance, materials, books, instructional materials, transportation, incentives, etc. Be sure to note work experience wages for participants as a separate line item as this may skew the cost per participant. Some proposers will focus on classroom instruction while others may focus on a large work experience component which is money to the participants and not funding that will go to the provider. Work experience expenditures must be 20% or more of the total contract amount. Staff Salaries may be used (TEGL 23-14 page 8)

Workers compensation for youth work experience is covered by the State of Florida and should not be included as a cost to this contract.

Total Educational Materials/Client Supplies

\$1,441.39

Student materials may include thumb drives, job required clothing and/or safety gear, tools, books, consumable paper goods, office supplies, writing instruments, costs related to GED attainment, TABE testing fees, ABE class fees, costs related to certification courses, and any other costs related to the educational and career success of the client, as determined by the coordinator.

The following tables represent participant wages and benefits costs for the ECSD WIOA In-School Youth Services, ECSD WIOA Out-of-School Youth Services, and ECSD WIOA alternative Payroll Services for Landrum Personnel Services. Please note the projected increase in Florida minimum wage.

Quarterly 2016-17 Minimum Wage increase to \$8.25 hr

# Clients	Wage Rate	Hours/Week	Earn/Week Per Client	Weeks/Year	Per Client/Year	FICA/Client	Total Earnings	FICA 1.45%	Total (5)	Cum Total
Qtr 1										
2	\$8.25	15	\$123.75	24	\$2,970.00	\$43.07	\$5,940.00	\$86.13	\$6,026.13	\$6,026.13
Qtr 2										
0	\$8.25	15	\$123.75	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,026.13
Qtr 3										
0	\$8.25	15	\$123.75		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,026.13
Qtr 4										
0	\$8.25	15	\$123.75		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,026.13

IN-School Participants

Quarterly 2016-17 Minimum Wage increase to \$8.25 hr Clients possibly using Landrum Services for Payroll

# Clients	Wage Rate	Hours/Week	Earn/Week Per Client	Weeks/Year	Per Client/Year	FICA/Client	Total Earnings	FICA 1.45%	Total (5)	Cum Total
Qtr 1										
0	\$11.69	15	\$175.35	24	\$4,208.40	\$61.02	\$0.00	\$0.00	\$0.00	\$0.00
Qtr 2										
1	\$11.69	15	\$175.35	20	\$3,507.00	\$50.85	\$3,507.00	\$50.85	\$3,557.85	\$3,557.85
Qtr 3										
2	\$11.69	15	\$175.35	10	\$1,753.50	\$25.43	\$3,507.00	\$50.85	\$3,557.85	\$7,115.70
Qtr 4										
1	\$11.69	15	\$175.35	10	\$1,753.50	\$25.43	\$1,753.50	\$25.43	\$1,778.93	\$8,894.63

LANDRUM

Quarterly 2016-17 Minimum Wage increase to \$8.25 hr

# Clients	Wage Rate	Hours/Week	Earn/Week Per Client	Weeks/Year	Per Client/Year	FICA/Client	Total Earnings	FICA 1.45%	Total (5)	Cum Total
Qtr 1										
5	\$8.25	15	\$123.75	24	\$2,970.00	\$43.07	\$14,850.00	\$215.33	\$15,065.33	\$15,065.33
Qtr 2										
5	\$8.25	15	\$123.75	20	\$2,475.00	\$35.89	\$12,375.00	\$179.44	\$12,554.44	\$27,619.76
Qtr 3										
5	\$8.25	15	\$123.75	12	\$1,485.00	\$21.53	\$7,425.00	\$107.66	\$7,532.66	\$35,152.43
Qtr 4										
5	\$8.25	15	\$123.75	10	\$1,237.50	\$17.94	\$6,187.50	\$89.72	\$6,277.22	\$41,429.64
Total										\$41,429.64

Total Participant Wages and Benefits (27% of total RFP)**\$56,350.40****Total Fingerprinting****\$1,500.00**

Background checks accomplished through the fingerprinting process is required by various employers before hiring an employee. For example, public schools, childcare centers, and public hospitals may require background checks. The budgeted amount represents an average rate of \$55 per participant requiring such services.

Total Incentives**\$4,716.00**

Possible incentives include, but are not limited to, the following:

One-hundred-fifty dollar (\$150.00) gift certificate for each eligible participant earning adult high school diploma or GED: \$2,250.00

Twenty-five dollar (\$25.00) gift certificate for each eligible participant earning an approved post-secondary adult vocational program Occupational Completion Point (OCP) designating that the student has achieved a "work ready" skill (as approved by Coordinator): \$200.00

Fifty dollar (\$50.00) gift certificate for each eligible participant earning a WIOA approved certificate of completion in a Vocational/Technical program (as approved by Coordinator): \$200.00

Fifty dollar (\$50.00) gift certificate for each industrial certification deemed "job ready" such as Child Care Certification, Forklift Certification, etc. as approved by Coordinator. \$1,366.00

Funding bus passes for participant transportation assistance as needed: \$700.00

Awards for all incentives are based upon funding availability.

4. Indirect and Administrative Costs

If the administration is to be charged, exact amounts must be shown for direct and indirect charges. The percentage as it relates to the completed package must be shown.

Total Indirect Costs**\$10,354.21**

Indirect costs will be charged to this contract at the approved rate of 5.26 percent.

Total ECSD WIOA Youth Project Budget**\$207,352.00**

CAREERSOURCE ESCAROSA
PROPOSED LINE ITEM BUDGET

PROGRAM: WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH

AGENCY:

ITEM	ADMINISTRATION	DIRECT PROGRAM	TOTALS
Salaries and Fringes:			
Salaries	\$ 98,700.00		\$ 98,700.00
Retirement	\$ 11,470.00		\$ 11,470.00
FICA Match	\$ 6,160.00		\$ 6,160.00
MEDI	\$ 1,450.00		\$ 1,450.00
Worker Comp	\$ 1,190.00		\$ 1,190.00
Health	\$ 8,880.00		\$ 8,880.00
Life	\$ 320.00		\$ 320.00
Dental	\$ 320.00		\$ 320.00
Total Salaries and Fringes	\$ 128,490.00		\$ 128,490.00
Travel:			
In District	\$ 2,000.00		\$ 2,000.00
Out of District	\$ 500.00		\$ 500.00
Training			
Total Travel	\$ 2,500.00		\$ 2,500.00
Office Expense			
Equipment	\$ 300.00		\$ 300.00
Purchase			
Maintenance and Repair			
Rental			
Communication:			
Telephone			
Beepers			
Cell Phones			
Supplies:			
Printing			
Office Supplies	\$ 1,700.00		\$ 1,700.00
Postage			
Data Processing			
Facilities:			
Rent			
Utilities			
Professional Fees:			
Audit			
Legal			
Accounting			
Advertising			
Insurance			

Total Office Expense	\$ 2,000.00		\$ 2,000.00
Participant			
Educational Materials			
Instructional Materials			
Client Supplies (incentive, Fprint, material)		\$ 2,554.89	\$ 2,554.89
Salaries		\$ 2,500.00	\$ 2,500.00
Benefits		\$ 402.50	\$ 402.50
Assessment		\$ 1,000.00	\$ 1,000.00
Support:			
Transportation		\$ 700.00	\$ 700.00
Work Related Supplies			
Uniforms		\$ 500.00	\$ 500.00
Tools			
Total Participant Expense		\$ 7,657.39	\$ 7,657.39
Other			
WORK EXPERIENCE/WAGES*		\$ 56,350.40	\$ 56,350.40
Subtotal			\$197,997.79
Total Other Expense			
Indirect 5.256 % for \$197,997.79	\$ 6,989.95	\$ 3,364.26	\$ 10,354.21
TOTALS	\$ 139,979.95	\$ 67,372.05	\$ 207,352.00

* Work experience wages for youth participants should be noted here and will not be used in the calculation of cost per participant for services. Total Wages and Staff costs for work experience must be 20% or more of the total budget.

The proposer will need to provide a narrative to justify the funding being requested as outlined under Part V, F.

To meet the 20% Work Experience expenditure rate, and if you will charge staff time to this expenditure requirement please provide the Staff Positions and Costs associated with Staff that will be tied to Work Experience. This amount should be included in the total Staff Salaries and Fringes Costs and is not in addition to those costs.

Staff Person(s) Title and FTE	Projected Hours Work Experience	Cost Per Hour - Work Experience (can include benefits in calculation)	Total Expenditures that will be charged to Work Experience
Robert Childers	1312.50	\$ 54.06	\$ 70,953.75
Mary Moorner	756.00	\$ 21.60	\$ 16,329.60
Total:	2068.50	\$ 75.66	\$ 87,283.35

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS

This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in contracting with the Department of Health and Human Resources by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.



Signature

July 17, 2018

Date

Malcolm Thomas, Superintendent

Authorized Agent

The School District of Escambia County, Florida

Agency

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to CareerSource Escarosa, Inc.

by Malcolm Thomas, Superintendent

for Escambia County School District

whose business address is 75 North Pace Blvd, Pensacola, Florida 32505

and, if applicable, its Federal Employer Identification Number (FEIN) is 59-6000597.

(THIS AREA INTENTIONALLY LEFT BLANK)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material representation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in

the public interest to place the entry submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Malcolm Thomas
(signature)

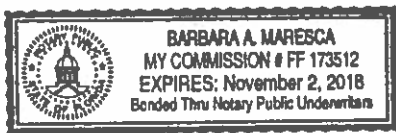
July 18, 2018
(date)

STATE OF Florida
COUNTY OF Escambia

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Malcolm Thomas who, after first being sworn by me, affixed his/her
signature in the
(name of individual signing)

space provided above on this 18 day of July, 2018.



Barbara A. Maresca
NOTARY PUBLIC

My commission expires: 11/2/18

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION WIOA/Youth
	CORRESPONDENCE SYMBOL OWI-DYS
	DATE March 26, 2015

**ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER WIOA NO. 23-14
OPERATING GUIDANCE for the WORKFORCE INNOVATION AND
OPPORTUNITY ACT (referred to as WIOA or the Opportunity Act)**

TO: STATE WORKFORCE AGENCIES
STATE WORKFORCE ADMINISTRATORS
STATE WORKFORCE LIAISONS
STATE AND LOCAL WORKFORCE BOARD CHAIRS AND DIRECTORS

FROM: PORTIA WU 
Assistant Secretary

SUBJECT: Workforce Innovation and Opportunity Act (WIOA) Youth Program Transition

1. **Purpose.** To provide guidance and planning information to states, local workforce areas, and other recipients of Workforce Investment Act (WIA) Title I youth formula funds on the activities associated with the implementation of WIOA.

WIOA was signed into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. In general, the Act takes effect on July 1, 2015, the first full program year after enactment, unless otherwise noted.

The U.S. Departments of Labor and Education are working to publish a set of regulations for implementation and the proposed rules currently are anticipated to be published in the spring of 2015, with Final Rules published in early 2016. In order to continue implementation prior to the final rule, a series of WIOA Operational Guidance documents that provide the needed implementation information will be issued in the form of Training and Employment Guidance Letters (TEGLs). These Operational Guidance TEGLs will inform the system about how to begin the important planning and reorganization necessary to comply with new WIOA statutory requirements for the upcoming Program Year (PY) 2015 (beginning July 1, 2015). The Operating Guidance TEGLs will provide a framework for program activities until the regulations are finalized. This TEGL is one in the ongoing series of Guidance.

In addition, ETA is hosting year-long webinar series called "Enough is Known for Action" focused on key WIOA priorities, including In School Youth (ISY), work experience, and credentials (see Resources for additional information).

RESCISSIONS None	EXPIRATION DATE Continuing
----------------------------	--------------------------------------

2. References.

- WIOA (Pub. L. 113-128) Title I, Sections 126-129;
- Training and Employment Guidance Letter (TEGL) No. 12-14, *Allowable Uses and Funding Limits of Workforce Investment Act (WIA) Program Year (PY) 2014 funds for Workforce Innovation and Opportunity Act (WIOA) Transitional Activities*;
- TEGL No. 19-14, *Vision for the Workforce System and Initial Implementation of the Workforce Innovation and Opportunity Act*;
- TEGL No. 13-09, *Contracting Strategies That Facilitate Serving The Youth Most In Need*;
- WIA (Pub. L. 105-220), Title I.

3. Background. While TEGL No. 19-14 says “States will receive their first WIOA allotment for the youth programs in April 2015 and will begin full implementation of WIOA for the Youth Program at that time,” this was imprecise. Operational implementation of the WIOA youth program begins on July 1, 2015, with all provisions taking effect July 1, 2016. The PY 2015 WIOA youth allotment that is distributed in April 2015 is for preparation and programmatic activities for WIOA youth program implementation on July 1, 2015. In addition, states and local workforce areas are encouraged to use allowable transition funds to prepare for implementation of the WIOA Youth program. The Department published TEGL No. 12-14 on October 28, 2014, found at:

http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=3475, to provide guidance on the use and reporting of PY 2014 funds for planning and implementation activities associated with the transition to WIOA for states and other recipients of funds under Title I of WIA— Attachment C specifies the available transition funds from the Youth program.

WIOA outlines a broader youth vision that supports an integrated service delivery system and provides a framework through which states and local areas can leverage other Federal, state, local, and philanthropic resources to support in-school youth (ISY) and OSY. WIOA affirms the Department’s commitment to providing high-quality services for all youth and young adults, beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, such as pre-apprenticeships or internships, and culminating with a good job along a career pathway, enrollment in post-secondary education, or a Registered Apprenticeship. All of the Department’s youth-serving programs continue to promote evidence-based strategies to assist in achieving high-levels of performance, accountability, and quality in preparing young people for the workforce.

Notably, WIOA shifts the primary program focus of Title I youth formula programs to support the educational and career success of out-of-school youth (OSY). A minimum of 75 percent of WIOA youth funds is required to be spent on OSY, which is an increase from the minimum of 30 percent under WIA. With an estimated 6 million 16-24 year olds in this country not employed or not in school, WIOA youth programs will provide a needed continuum of services to help disconnected youth navigate between the educational and workforce systems. The Department understands the complexities that some states and local areas may have in transitioning to spending a minimum of 75 percent of Title I youth formula

funds on OSY. For this reason, it is critical that states and local areas begin to incorporate strategies for recruiting and serving more OSY even prior to full implementation of the new WIOA statute on July 1, 2015. Working with the U.S. Departments of Education and Health and Human Services, the Department will provide intensive technical assistance to support efforts to identify and meet the needs of the OSY population. The Department intends to implement the OSY provision in a way that does not impact services provided to ISY currently enrolled in WIA programs.

4. **OSY Expenditure Requirement.** WIOA increases the minimum OSY expenditure rate for the youth formula-funded program from 30 percent under WIA to 75 percent under WIOA.

Under WIOA, an out-of-school youth is an individual who is:

- (a) Not attending any school (as defined under State law);
- (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program; and
- (c) One or more of the following:
 - (1) A school dropout;
 - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
 - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
 - (4) An individual who is subject to the juvenile or adult justice system;
 - (5) A homeless individual, a runaway, an individual who is in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act, or an individual who is in an out-of-home placement;
 - (6) An individual who is pregnant or parenting;
 - (7) An individual with a disability;
 - (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. (WIOA sections 3(46) and 129(a)(1)(B).)

The minimum 75 percent OSY expenditure applies to local workforce development area funds and funds reserved by the Governor. However, only those statewide funds spent on direct services to youth are subject to the OSY expenditure requirement. Funds spent on statewide youth activities that do not provide direct services to youth, such as most of the required statewide youth activities listed in WIOA section 129(b)(1), are not subject to the OSY expenditure requirement. Please note this does not mean states may forgo the required statewide youth activities. In addition, state and local area administrative expenditures are not a part of the 75 percent OSY minimum expenditure calculation. Further, the 75 percent expenditure rate is a minimum requirement; therefore, states and local areas may spend up to 100 percent of their local area youth funds on OSY if they choose.

This change represents a significant shift in the focus of the WIOA youth program, and the Department will provide additional technical assistance and guidance on recruiting and serving OSY, who have substantial unmet needs and would benefit from the services provided under this program. Fortunately, as highlighted later in this TEGL, some states and local areas around the country already are well positioned to meet the new expenditure requirement because under WIA, they designed their services to reach and serve this population. In fact, in both PY 2011 and PY 2012 the national OSY expenditure rate was 57 percent. Section 9 of this TEGL provides examples of local areas from around the country that already serve large numbers of OSY.

Calculations. The OSY expenditure rate for statewide funds is calculated after subtracting funds that are not spent on direct services to youth. The OSY expenditure rate for local area funds is calculated after subtracting funds spent on administrative costs. For example, if a local area receives \$1 million and spends \$100,000 (10 percent) on administrative costs, the remaining \$900,000 is subject to the minimum OSY expenditure rate of 75 percent. In this example, the local area would be required to spend at least \$675,000 (75 percent) of the \$900,000 on OSY.

Planning. For PY 2015, the Department plans to provide youth allotments by April 1, 2015, or soon after, and PY 2015 funds are WIOA youth funds, governed by all applicable provisions of WIOA (schedule remains the same as WIA). While some states and local areas have the partnerships in place to immediately focus programs on OSY, other states and local areas may not be immediately positioned to spend at least 75 percent of WIOA funds on OSY for PY 2015 beginning July 1, 2015.

States and local areas must work towards spending 75 percent of PY 2015 funds on OSY. If they cannot meet the 75 percent requirement for their 2015 funds, they must demonstrate progress towards meeting the 75 percent OSY minimum expenditure rate through increased expenditures on OSY compared to the previous year. The increased expenditures must be a minimum increase of 10 percentage points compared to the previous year and no lower than a 50 percent OSY expenditure rate. If states and local areas cannot meet the OSY expenditure rate with their PY 2015 funds, they must be prepared to describe how they will achieve the 75 percent OSY expenditure rate with PY 2016 funds and describe concrete steps taken to comply with 75 percent OSY expenditure requirement and strategies the state and local areas are taking to secure contractors, solidify partnerships, and transition from a focus on ISY to OSY programs. The Department will provide additional guidance and technical assistance to states and local areas on implementation of the OSY expenditure requirement.

All states and local areas must spend a minimum of 75 percent of PY 2016 youth funds on OSY, subject to the exception in section 129(a)(4)(B) described below.

Tracking. The OSY expenditure rate is tracked for a specific program year allotment. ETA determines whether a state or local area meets the 75 percent OSY expenditure requirement upon completion of expenditures of all funds in the specific program year's allotment. For example, the first WIOA youth allotment is the PY 2015 allotment. The expenditure of the PY 2015 funds, including the breakout of ISY and OSY expenditures, is reported on the

ETA-9130 report. Because states have three years to expend funds and local areas have at least two years to expend funds, it may not be until the end of PY 2016, or in some cases PY 2017, before ETA can determine whether a state or local area has met the OSY expenditure requirement for PY15.

The current WIOA statewide youth financial report does not capture expenditures on OSY and ISY that WIOA requires states to track beginning in PY 2015. In addition, the Department may not have the new statewide youth WIOA financial report finalized in time to allow states to begin such tracking. The Department, upon obtaining Office of Management and Budget clearance under the Paperwork Reduction Act, will provide further guidance regarding interim steps states should take in this regard. Additional guidance specific to updated ETA-9130 reports will also be forthcoming.

Recruiting Additional OSY. Reengaging out-of-school youth can take many forms, including information sharing between schools as well as print and electronic media campaigns. Some school districts host expos and reengagement fairs. Local areas should partner with school districts, such as the partnership in Los Angeles highlighted in Section 9, in order to access youth who are currently not attending school or who have dropped out. In addition, many Temporary Assistance for Needy Families (TANF) participants may be eligible for the WIOA youth program given the OSY age increased under WIOA, and local areas should partner with local TANF agencies in order reach the TANF population. Community organizations can also be another strong partner in reaching out-of-school youth. Utilizing multiple methods to reach out-of-school youth ensures that as many OSY as possible are contacted.

Exception. As stated in WIOA section 129(a)(4)(B), a state that receives a small state minimum allotment under WIOA sections 127(b)(1) (relating to the youth formula program) or 132(b)(1) (relating to the adult formula program) may submit a request for approval to the Department of Labor to decrease the percentage of funds spent on OSY to not less than 50 percent in a local area. The state request on behalf of a local area must include, after an analysis of the ISY and OSY populations in the local area, a determination by the State that the local area will be unable to use at least 75 percent of their local area funds on OSY due to a low number of OSY in the local area. The state must also include in the request the proposed percentage to be spent on OSY, which may not be less than 50 percent, and include a summary of the analysis that concludes the local area is unable to meet the 75 percent OSY requirement.¹

A list of States receiving the small State minimum allotments in PY 2015 will be based on PY 2015 allotments, which will be available on approximately April 1, 2015.

¹ The Department will provide additional information about this exception in the soon to be published Department of Labor only Notice of Proposed Rulemaking to implement titles I and III of WIOA.

5. **Youth Standing Committees.** Local Boards are responsible for the oversight of youth programs. Under WIA, Youth Councils were mandated to fulfill this function for the Board. (For the current national list of Youth Councils, please visit <http://www.servicelocator.org/youthcouncil.asp>.) While WIOA eliminates the requirement for Local Boards to establish a Youth Council, the Department encourages Local Boards to establish, “a standing committee to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth,” as permitted by Sec. 107(b)(4)(A)(ii) of WIOA. Local areas should keep in mind that Youth Councils are required through June 30, 2015 and existing Youth Councils can serve a critical role in helping local youth programs transition to WIOA.

WIOA further permits a Local Board to designate an existing Youth Council as a youth standing committee if the Youth Council fulfills the requirements of a standing committee. While the Department encourages Local Boards to designate their high-performing Youth Councils as youth standing committees, WIOA does not require it (WIOA Sec. 107(b)(4)(C)). Local Boards may create a new youth standing committee that has different membership than the Youth Council under WIA in order to design youth standing committee membership to meet the local area’s needs.

A Local Board may also choose not to establish a youth standing committee at all. If so, the Local Board is still responsible for conducting oversight of youth workforce investment activities under WIOA section 129(c) and identifying eligible providers of youth workforce investment activities in the local area by awarding grants or contracts on a competitive basis. The Department will provide additional technical assistance about how to establish a youth standing committee, including how to identify whether a local area has an existing high-performing Youth Council that may be a good candidate to be a youth standing committee.

6. **Transitioning ISY and Resources for Serving ISY.** ETA recognizes that states and local areas may still be serving large numbers of ISY as they transition into WIOA on July 1, 2015. It is critical that local areas not prematurely exit ISY from the program due to the shift in emphasis under WIOA to OSY. At the same time, new enrollments must reflect the shift in emphasis to OSY programs. ISY and OSY expenditure rates are tracked and reported based on a specific program year’s allotment. For the PY 2014 WIA youth allotment, including unobligated PY 2014 funds carried over to PY 2015, the 30 percent OSY expenditure minimum will still apply. Consistent with that 30 percent requirement, states and local areas may choose to use most of the remaining PY 2014 funds for services to ISY, in order to assist them in successfully completing the program, while focusing PY 2015 funds on OSY, consistent with the minimum 75 percent expenditure requirement on OSY.

States and local areas must carefully plan the services and referrals necessary to successfully serve the remaining ISY while beginning to shift WIOA funds to serving more OSY. As fewer resources under WIOA will be devoted to ISY, Local Boards and youth committees need to identify existing resources throughout their communities that can provide services to ISY. In addition, Local Boards and youth committees may consider strategies for serving ISY that cost less and reach more students, such as providing labor market and employment

information as well as exposure to the world of work through career awareness, employer presentations, and employer visits. Local areas also should partner with school districts to coordinate services for in-school youth. For example, many school districts have programs focused on career preparation, such as Career Academies, and the youth workforce system can play a role in developing or enhancing such career preparation programs. More information about Career Academies can be found in the resource section below.

State and local workforce development board leadership is important to ensure this shift in target population is both complete and also balances the needs of youth currently in the program, particularly ISY, as they complete their participation. Outreach, contracting, and service strategies are examples of the approaches that should be carefully considered and planned as part of the transition.

7. Additional Youth Changes under WIOA.

Program Elements. WIOA section 129(c)(2) includes 14 program elements, which include the original 10 program elements under WIA (which have been consolidated to nine as the summer employment opportunities program element is now a sub-element under paid and unpaid work experiences) and 5 new program elements. The five new program elements are: financial literacy education; entrepreneurial skills training; services that provide labor market and employment information about in-demand industry sectors or occupations available in the local areas; activities that help youth prepare for and transition to post-secondary education and training; and education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster. The Department will provide additional technical assistance on each of these elements. The full list of the 14 program elements under WIOA section 129(c)(2) consists of:

- (1) Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;
- (2) Alternative secondary school services, or dropout recovery services, as appropriate;
- (3) Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - (i) summer employment opportunities and other employment opportunities available throughout the school year;
 - (ii) pre-apprenticeship programs;
 - (iii) internships and job shadowing; and
 - (iv) on-the-job training opportunities;
- (4) Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-

- demand industry sectors or occupations in the local area involved, if the Local Board determines that the programs meet the quality criteria described in WIOA sec. 123;
- (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 - (6) Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
 - (7) Supportive services;
 - (8) Adult mentoring for a duration of at least 12 months that may occur both during and after program participation;
 - (9) Follow-up services for not less than 12 months after the completion of participation;
 - (10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
 - (11) Financial literacy education;
 - (12) Entrepreneurial skills training;
 - (13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
 - (14) Activities that help youth prepare for and transition to post-secondary education and training.

Expanded Work Experience Focus. WIOA section 129(c)(4) prioritizes work experiences with the requirement that local areas must spend a minimum of 20 percent of non-administrative local area funds on work experience. Under WIOA, paid and unpaid work experiences that have as a component academic and occupational education may include the following four categories: summer employment opportunities and other employment opportunities available throughout the school year; pre-apprenticeship programs; internships and job shadowing; and on-the-job training opportunities. The Department encourages local programs to coordinate work experiences, particularly summer employment, with other youth serving organizations and agencies. As was encouraged through joint letters in past years with the Departments of Health and Human Services and Housing and Urban Development, coordinating with Temporary Assistance for Needy Families, Community Services Block Grant, and Community Development Block Grant programs can strengthen local summer jobs efforts.

Work experience is a critical WIOA youth program element. For PY 2015 WIOA youth funds, local areas must implement the 20 percent minimum work experience expenditure rate. Program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experiences. Similar to the 75 percent OSY expenditure requirement, administrative costs are not subject to the 20 percent minimum work experience expenditure requirement. The work experience expenditure rate is calculated for after subtracting funds spent on administrative costs. The 20 percent minimum is calculated based on non-administrative local area youth funds and is not applied separately for ISY and OSY.

For example, if a local area received \$1 million in local WIOA youth funds, and spent \$100,000 (10 percent) on administrative costs, the minimum work experience expenditure requirement would be based on the remaining \$900,000. In this case, local areas would need to spend a minimum of \$180,000 (20 percent) on the work experience program element. Because the OSY expenditure requirement applies to overall local youth funds, this does not mean that 75 percent of the \$180,000 to be spent on work experience must be for OSY. In this example, the 75 percent OSY minimum expenditure requirement applies to the \$900,000 so that \$675,000 (75 percent of \$900,000) must be spent on OSY. There is no requirement for the types of services for which the minimum \$675,000 OSY expenditures must be spent.

State and local areas must track funds spent on work experience beginning with PY 2015 funds. While the Department will not have the new WIOA financial report finalized in time for the first quarter of PY 2015, state and local areas should keep track of PY 2015 youth funds spent on work experience in order to report on these expenditures as soon as the new WIOA financial report is available.

New Eligibility Criteria. WIOA section 129(a)(1) provides new eligibility criteria for the WIOA youth program. To be eligible to participate in the WIOA youth program, an individual must be an OSY or an ISY. The OSY eligibility requirements are included in section 5 of this TEG. An ISY must be attending school, not younger than 14 or older than 21, low income, and have one or more of a list of barriers provided in WIOA section 129(a)(1)(C)(iv):

- (I) Basic skills deficient.
- (II) An English language learner.
- (III) An offender.
- (IV) A homeless youth or a runaway, in foster care or has aged out of the foster care system.
- (V) Pregnant or parenting.
- (VI) A youth who is an individual with a disability.
- (VII) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

Youth enrolled beginning July 1, 2015 must meet the new eligibility criteria provided in WIOA. On July 1, 2015, all WIA youth participants who are still enrolled in the WIA youth program must be grandfathered into the WIOA youth program, even if the participant would not otherwise be eligible for WIOA. Local youth programs are not required to complete an eligibility re-determination if the participant has been determined eligible and enrolled under WIA. Furthermore, these participants must be allowed to complete the WIA services specified in their individual service strategy. Additional guidance will be issued to provide more detail on the new eligibility criteria.

New Primary Indicators of Performance. WIOA section 116(b)(2)(A)(ii) provides six new indicators of performance for the WIOA youth program. The new indicators of performance

are effective starting July 1, 2016, and separate guidance will be issued prior to their implementation.

8. **Preparing for WIOA Transition through Youth Service Provider Contracts.** Youth service provider contracts are awarded through a competitive process as discussed in WIOA section 123. In preparing for the transition from WIA to WIOA, it is important to incorporate the major changes under WIOA into Requests for Proposals (RFPs) and youth provider contracts immediately. For example, if local areas issue separate RFPs for ISY and OSY, as many WIA youth service provider contracts typically do, they should be structured in a way to ensure local areas are moving toward implementation of the 75 percent OSY expenditure minimum. Likewise, local areas should consider how to incorporate the 20 percent work experience expenditure minimum into RFPs and new service provider contracts.

WIOA requirements must be incorporated by amending or modifying the option years of current contracts, provided that such changes are permissible under the contract (i.e., if the contract includes a clause that allows for changes to be made to contracts to conform to new legislation, regulations, or requirements). In competing new contracts, the Department encourages local areas to employ one-year contracts which may contain additional option years, rather than multi-year contracts, at the beginning of WIOA implementation. Given how resource-intensive the RFP process may be, option year contracts are a strategy to ensure maximum flexibility while final regulations are published and program guidance is issued. They also provide added flexibility to local areas during a time of transition when regulations and guidance will be issued that could provide information necessary for future service provider contracts.

For further guidance on contracting strategies, see TEGL No. 13-09 at: <http://wdr.doleta.gov/directives/attach/TEGL/TEGL13-09acc.pdf> that provides contracting strategies that facilitate serving the youth most in need.

9. **Examples of Local Areas Successfully Serving Large Numbers of OSY.** Currently, a number of local areas around the country, both urban and rural, are already spending, or are close to spending, 75 percent of youth funds on OSY under WIA. The following are examples of local areas from around the country that already serve large numbers of OSY.

Brevard Florida NextGen Program

Service Area: Brevard County, Florida

OSY Expenditure Rate: 80 percent

Outreach Strategies: The NextGen outreach strategy includes engaging dropouts via partnerships with the public school system where youth entering into the High School Equivalency (HSE) program are first referred to them for inclusion in the NextGen program. They also work directly with Elementary and Secondary Education Act (ESEA) Title I Schools to provide outreach to graduating seniors and with pregnant teens

programs. Community partnerships with the Department of Juvenile Justice and foster care providers include referrals of youth and joint staffing, where appropriate.

Program Model: The NextGen service model includes three initial modules: assessment, life skills training, and goal setting/planning. After completing these modules, the youth are placed into one of two tracks. The Training track includes career coaching and skills training to earn an in-demand industry-recognized credential and continued support to get a job. The Job track includes learning job search techniques, developing a resume portfolio, career coaching, paid work experiences, on-the-job training, and supported job search assistance.

More information at: <http://careersourcebrevard.com/job-seekers/youth-services/next-gen>.

Los Angeles City

Service Area: L.A. City

OSY Current Expenditure Rate: Over 80 percent

Outreach Strategies: The LA Reconnections Career Academy includes a formal partnership with Los Angeles Unified School District (LAUSD) to target and serve OSY. The partnership includes an information sharing agreement that includes lists of dropped out students with LAUSD and co-location of counselors from LAUSD on-site at schools and WIA Youth WorkSource Centers. It also includes Student Recovery Days, which created teams of WIA Youth staff, LAUSD personnel, and other partners going door to door to homes from LAUSD's drop-out list to encourage youth to return to schools. In 2011, they had over 700 volunteers who contacted over 6,700 families in 2,552 home visits, 4,222 phone calls and 812 business visits, resulting in 1,341 students returning to school.

More information at: <http://www.vpiusa.org/services/youthsource-education/larca/>

The Job Council

Service Area: Jackson and Josephine counties in Southern Oregon including rural and urban areas

OSY Current Expenditure Rate: 75 percent

Outreach Strategies: The Job Council has developed relationships with juvenile justice facilities, organizations serving homeless youth, case managers serving those receiving public assistance, and many others who work regularly with OSY and/or their families. The Job Council uses the connection young people have with social media through a Facebook page that includes updates on projects the youth are doing and dates of future orientations.

Work Experience: The Job Council's OSY program offers workforce training opportunities including forestry stewardship, entry-level health care occupational

training, as well as paid work experiences. For OSY who have not yet obtained a high school diploma or HSE, staff assists them in attaining one.

Those with a high school diploma or HSE are enrolled in *CareerX*, a three-week career exploration training course. During *CareerX*, youth tour local businesses and Rogue Community College, explore career possibilities aligned with their interests, earn a National Career Readiness Certificate, CPR/first aid, and a food handler's card, practice interviewing, and develop a career portfolio. Upon successful completion of the competencies identified for this three week intensive program, they become eligible for paid work experience, paid on-the-job training, or Certified Nursing Assistant Training as well as on-going job search assistance.

The Job Council has a strong emphasis on paid work experience training opportunities. The program's largest costs are youth wages and just over 20 percent is set aside for work experience. With contracts from Bureau of Land Management, U.S. Forest Service, and other conservation agencies, they generate \$75,000-\$100,000 per year in additional funds to pay for wages, transportation, equipment and supplies to provide meaningful, real-world work experiences to OSY interested in outdoor careers, allowing them to serve more youth than if they relied solely upon WIA funds. Youth 18 and older who are more interested in a career in health care are dual-enrolled in WIA Adult services to share the cost of Certified Nursing Assistant training.

More information at: <http://www.jobcouncil.org/>.

The North Central Texas Workforce Development Board

Service Area: 14 counties surrounding Dallas and Fort Worth

OSY Expenditure Rate: 70 percent

Outreach Strategies: The Board employs a number of outreach strategies for reaching OSY including: 1) "outreach" presentation language focused on the OSY population such as: "Do you know young people who have dropped out of school?" or "Are you (or someone you know) looking for additional help entering the job market now that you have graduated?"; 2) staff outreach to local high school counselors who may know recent dropouts, alternative education centers, and HSE or literacy agencies; 3) staff outreach at partner orientations in the American Job Center including Supplemental Nutrition Assistance Program (SNAP), Adult WIA, and Employment Services to introduce the WIA Youth program offerings to any interested participants and family members (with the hope of reaching their parents, grandparents, aunts, uncles, etc.); and 4) staff outreach directly to other partner agencies such as Health and Human Services Commission, Women, Infants and Children, local probation, and faith-based organizations.

More information at: <https://www.dfwjobs.com/>.

The Northern Panhandle Workforce Investment Board (NPWIB), Inc.

Service Area: Primarily rural local area in West Virginia serving six counties and two cities

OSY Expenditure Rate: 80 percent

Outreach Strategies: There were a significant number of dropouts in the region over the last several years, so the NPWIB board allocated the majority of its WIA youth funds serving OSY. NPWIB board members, board staff, and youth provider staff spent the first couple of years conducting outreach activities to this target group, including working closely with local school systems, alternative learning schools, and area adult basic education classes. Additional outreach activities included posting flyers at local grocery stores, community centers, State agencies, and community-based organizations. Strong partnerships have been the key to recruiting and serving OSY over the past 10 years. Another program hallmark is a policy that requires OSY to attain a HSE in order to continue participation.

More information at: <http://www.npworkforcewv.org/>

The Northern Rural Training and Employment Consortium (NoRTEC)

Service Area: Local workforce investment area (LWIA) composed of 11 counties in Northern California. The LWIA contains more than 20 percent of the State's land mass, but contains less than 3 percent of the State's population. Its two largest population centers each contain about 90,000 people, and the majority of its communities have populations of 2,000 to 7,500.

OSY Current Expenditure Rate: 76 percent

Outreach Strategies: NoRTEC has developed cooperative relationships in each of its 11 counties with juvenile hall, juvenile probation, group homes, foster care agencies, alternative high schools, "regular" high schools, and YouthBuild programs to assist in outreach and recruitment efforts. Many of their youth participants are referred by one or more of these agencies. Many of the youth that enroll in their program arrive wanting a job. This gets them in the door, and the assessment process begins.

Work Experience: If the youth is a dropout, they use the career exploration process to illustrate how important a diploma/HSE is, along with additional training—either worksite or classroom-based—in order to get a job that has career potential and the opportunity to advance and make more than minimum wage. A promise of incentive payments and a paid work experience assignment are often used to get the youth to participate in career exploration activities and complete their high school education. Work experience assignments are then developed, primarily in the private sector, in a career field in which the youth is interested. A relationship with local employers has

been developed through a strong business services program, and is critical to placing these youth in employment upon program completion.

More information at: <http://nccn.org/>.

10. Additional Resources.

Bringing Students Back to the Center: The Department of Education released this guide in November 2014, to help school and community leaders address the challenges of dropout recovery and establish or strengthen their own re-engagement efforts. It was written to provide useful information to school and district level leaders, civic leaders, and state policy makers as well as other potential drivers and partners in re-engagement initiatives. It includes information on: establishing the need for re-engagement support, understanding disconnected youth and their needs, defining a re-engagement center and its key functions and determining the range of existing models and their operation See:

<http://www2.ed.gov/programs/dropout/re-engagement-guide121914.pdf>

Career Pathways: WIOA defines career pathways in part as a combination of rigorous and high-quality education, training, and other services that aligns with the skill needs of industries in the economy of the state or regional economy involved, and prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including Registered Apprenticeship. To learn more about career pathways, please visit: <https://learnwork.workforce3one.org/>.

Career Academy Model: The career academy model is an evidence-based widely used high school reform initiative that aims to keep students engaged in school and prepare them for successful transitions to postsecondary education and employment. Career Academies are organized as small learning communities, combine academic and technical curricula around a career theme, and establish partnerships with local employers to provide work-based learning opportunities. There are estimated to be more than 2,500 Career Academies operating around the country. For more information, see: http://www.mdrc.org/project/career-academies-exploring-college-and-career-options-ecco#featured_content.

Competitive Federal Funding Opportunities: Across the federal government, there are a variety of competitive funding opportunities that support ISY including USDA, Department of Interior, HUD, and HHS. Local programs can set up “Notices” using the subscription service on <http://grants.gov> to receive alerts when new ISY funding opportunities are posted. For example, the U.S. Department of Interior hosts a Youth Conservation Corps competition, where youth work to protect the natural, cultural, and historical resources of your national parks through rewarding work projects. Specifically, *ED Grants Forecast* details all upcoming funding opportunities that the Department of Education has opened up for application or expects to open up for application in FY2015 and can be found at: <http://www2.ed.gov/fund/grant/find/edlite-forecast.html>. In addition, *Open Competitions* links to a list of currently open grant competitions and provides access to their applications at: <http://www2.ed.gov/fund/grant/apply/grantapps/index.html>.

Early Warning Systems: Early warning systems (EWS) provide educators, administrators, and policymakers with actionable information that they can use to prepare all students to succeed in college and careers. EWS combine multiple data points, translate them into predictive indicators that are based on research, and proactively communicate them to stakeholders, so they can examine which students are or are not on track for postsecondary success and intervene accordingly. For more information about early warning systems, see: <http://www.dataqualitycampaign.org/files/DQC%20Early%20Warning%20June12.pdf>.

Enough Is Known for Action Briefing and Webinar Series: On November 13, 2014, the Department of Labor and Brandeis Center for Youth and Communities hosted the “Enough is Known for Action: Ready to Employ, Educate, and Support Youth” **briefing**. Panelists from six communities addressed how results-oriented partnerships involving government, business, nonprofits, public schools, post-secondary institutions and intermediaries employ, educate, and support youth by leveraging resources – including those made available through the passage of WIOA. To learn more, please visit: <http://cvc.brandeis.edu/Employ-educate-support-youth/EnoughIsKnownforAction.html>.

The **webinar series** informs and inspires the youth community so they are positioned for action now in anticipation of the WIOA implementation. The first webinar on OSY was held on February 25, 2015 and is available for viewing at: <https://www.workforce3one.org/view/5001501350570154610/info>

Monthly webinars will be held on the last Wednesday of each month in 2015 and will include credentials, work experience, ISY, and standing youth committees.

Joint Guidance Letter on Summer Employment: For the last several years, the Departments of Labor (DOL), Health and Human Services (HHS), and Housing and Urban Development (HUD) have issued a “Dear Colleague” letter to encourage networks of state and local youth providers along with Public Housing Agencies to develop summer jobs programs for disconnected youth that provide employment, educational experiences, and essential skills. The letter also encourages programs to co-enroll youth in the Temporary Assistance for Needy Families (TANF) and applicable Workforce Investment Act (WIA) programs so that participants in TANF-funded subsidized employment opportunities can benefit from additional services. The most recent letter is available here: <http://www.acf.hhs.gov/programs/ofa/resource/hhs-dol-and-hud-issue-joint-letter-encouraging-summer-youth-employment-efforts>

Mini One Stops: Some local areas have created “mini One Stops” within high schools where One Stop staff work closely with school counselors to coordinate a variety of programs including career exploration, work experience and much more. Mini One Stops are a good example of local resources (e.g., WIA, Education, Vocational Rehabilitation, and others) being blended to support ISY. Schools provide the office space, and the equipment costs are split. A bonus for the One Stop staff is access to the current attendance and information system at the school, and staff who are located on-site in the mini One Stop are an integral part of the school team. For more information, see:

<http://www.newwaystowork.org/documents/vcidocuments/separatevcideas/Ch7YouthOneStop/Mini%20One-Stop%20Centers%20in%20Schools.pdf>

Pre-Apprenticeship Programs: DOL defined a quality pre-apprenticeship program in the Training and Employment Notice (TEN) 13-12. Pre-apprenticeship is defined as a program or set of strategies designed to prepare individuals to enter and succeed in a Registered Apprenticeship program and has a documented partnership with at least one, if not more, Registered Apprenticeship programs. YouthBuild and Job Corps often serve as pathways to Registered Apprenticeship programs and have a track record of successful apprenticeship placements because they have the elements of successful pre-apprenticeship programs. For more information, see: http://wdr.doleta.gov/directives/attach/TEN/TEN_13-12.pdf

The Guideposts for Success: The Guideposts for Success is a research-based policy and practice framework that delineates what all youth, including those with disabilities, need to succeed. Guideposts focused on serving youth, including those with disabilities, are available, as well as those focused on target populations, including: foster youth, youth in the juvenile justice system, youth with mental health needs, and youth with learning disabilities. To learn more, please visit: <http://www.ncwd-youth.info/guideposts>.

Reconnecting Out-of-School Youth: The American Youth Policy Forum's *Whatever It Takes: How Twelve Communities Are Reconnecting Out-Of-School Youth* documents what committed educators, policymakers, and community leaders across the country are doing to reconnect out-of-school youth to the social and economic mainstream. It provides background on the serious high school dropout problem and describes in-depth what twelve communities are doing to reconnect dropouts to education and employment training. It also includes descriptions of major national program models serving out-of-school youth. While published in 2006, it is still very relevant. To learn more, see: <http://www.avpf.org/resources/whatever-it-takes-2006/>.

Reengagement Centers: The goal of reengagement centers is to provide caring, well-trained staff that helps young people develop personalized plans to earn a high school diploma or equivalency. Reengagement centers are designed to offer high school dropouts a range of services such as individual academic assessments, opportunities to explore different education options and referrals to appropriate schools or other credential programs. For more information about reengagement centers, see: <http://nlc.org/reengagement>.

U.S. Department of Health and Human Services Resources: Programs funded by the U.S. Department of Health and Human Services, including programs within the Administration for Children and Families (ACF) may be good resources for recruiting OSY and coordinating services for them. ACF programs include:

- Runaway and Homeless Youth (RHY) program. To learn more about RHY, please visit: <http://www.acf.hhs.gov/programs/fysb/programs/runaway-homeless-youth>. To obtain contact information for RHY programs at the state level, please visit: <http://www.acf.hhs.gov/programs/fysb/grants/fvsh-grantees>.
- John H. Chafee Foster Care Independence Program. To learn more, please visit: <http://www.acf.hhs.gov/programs/cb/resource/chafee-foster-care-program>.

- Temporary Assistance for Needy Families (TANF) program. Many OSY receive benefits from the TANF program as young parents or children of a TANF household. To learn more about TANF, please visit: <http://www.acf.hhs.gov/programs/ofa/programs/tanf>. To obtain contact information for TANF programs at the state level, please visit: <http://www.acf.hhs.gov/programs/ofa/help>.

WIOA Youth Resources: To learn about Titles I and III of WIOA, as well as access additional WIOA resources and updates go to: <http://www.doleta.gov/wioa/> and click on WIOA 101 webcast series, WIOA overview, and other resources displayed on this page.

11. Inquiries. All inquiries should be directed to the appropriate ETA regional office.

Workforce Innovation and Opportunity Act (WIOA) Trade Adjustment Act (TAA), Welfare Transition (WT/TANF) and Wagner-Peyser (WP) Program participants and other interested parties (e.g., contractors, One-Stop partners, One-Stop operators, and employers) affected by decision or actions of the local workforce system have a right to file grievances/complaints with the local area Workforce Board. The grievance/complaint should be filed with CareerSource Escarosa, in accordance with the below listed procedures. In the event you submit a grievance/complaint not under the authority of CareerSource Escarosa, CareerSource Escarosa will notify you within 5 working days from the receipt of the grievance/complaint of the relevant agency responsible for the grievance/complaint.

Sexual Harassment Policy

An individual or entity desiring a copy of the CareerSource Escarosa Sexual Harassment Policy should write or call CareerSource Escarosa, 3670 North L Street, 2A, 2nd Floor, Pensacola, FL 32505; telephone number (850) 473-0939.

Criminal Fraud and Abuse

The procedures for reporting such incidents and instructions for completing the incident reporting form can be found at the following web site: http://www.floridajobs.org/forms/inspec_gen/complaint_assessment.doc. The form should be completed and mailed to: **USDOL Office of Inspector General**

Office of Investigations, Room S5514
200 Constitution Avenue NW, Washington, D.C. 20210

or to: **USDOL South East Regional Inspector General for Investigations**
Office of Investigations, Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW, Suite 6T1,
Atlanta, Georgia 30303

Reports or complaints alleging fraud and abuse may also be reported through the USDOL Hotline at 1-800-347-3756.

Reporting Discrimination Complaints

Forms for filing discrimination complaints can be found at the following website:
<http://www.floridajobs.org/civilrights/docs/Complaint%20form.docx>

You may file a discrimination complaint by completing the Complaint Information Form found at the above referenced website or by sending information listed on form in writing as directed below:

WIOA/TAA complaints may be filed with CareerSource Escarosa's Equal Opportunity Officer or the U.S. Department of Labor's Civil Rights Center, with a copy mailed to the Department of Economic Opportunity and EEOC Tampa Area Office.

CareerSource Escarosa
Attn: Mrs. Janay Sims EEO
3670 North L Street
2A, Second Floor
Pensacola, FL 32505

or

U.S. Department of Labor
Civil Rights Center
200 Constitution Avenue, N.W., Room N-4123
Washington, DC 20210

Department of Economic Opportunity and
Office for Civil Rights, MSC 150
107 East Madison Street,
Tallahassee, FL 32399-4129

Equal Employment Opportunity Commission (EEOC)
Tampa Area Office
501 East Polk Street, Suite 100
Tampa, FL 33602
813-228-2310 or TTY 813-228-2003

WT complaints may be filed with the U. S. Department of Health and Human Services, with a copy mailed to the Department of Economic Opportunity and EEOC Tampa Area Office (see addresses above). You can file electronically at the following address: civc.rights@deo.myflorida.com.

U. S. Department of Health and Human Services
Office of Civil Rights, Inspector General
Sam Nunn Atlanta Federal Center
61 Forsyth Street, SW, Suite 3B70
Atlanta, GA 30303

WP complaints may be filed with the CareerSource Escarosa's Equal Opportunity Officer or the U.S. Department of Labor, Civic Rights Center (see addresses above).

You may contact **The Florida Commission on Human Relations, 4075 Esplanade Way, Room 110, Tallahassee, FL 32399, (850) 488-7082** to file a discrimination complaint within 365 days from date of the alleged violation.

Sight and speech impaired persons filing a complaint should call the Florida Relay System at 1-800-955-8771 (TTY) or 1-800-955-8770 for voice assistance.

Filing a Grievance/Complaint and request for Hearing/Appeal with CareerSource Escarosa

An WIOA/TAA/WT individual or entity, adversely affected by an CareerSource Escarosa action, to include but not limited to: displacement of employee; denial or termination as a WIOA training provider; denial of eligibility as a WIOA OJT or customized training provider; participant sanctioned for using controlled substances; termination of program eligibility or sanctioning for non-compliance with work activities, may submit a Grievance/Complaint or hearing request. Submissions should be concise and clearly written or typed; state the facts, laws, procedures, etc. that the grievant/complainant believes to be relevant for review; and must include a legible address where official notices may be mailed to the grievant/complainant.

For Hearing Request, include the words **REQUEST FOR A HEARING** at the top of the first page in capital letters; and specifically state the type of violation and nature of the action that is the subject of the grievance. The grievance shall be no longer than five pages (exhibits and attachments are not included in the five-page limit) and submitted to CareerSource Escarosa, Executive Director, 3670-A North L Street, Pensacola, FL 32505. If possible CareerSource Escarosa will attempt to resolve the grievance/complaint informally. If the matter cannot be resolved informally, CareerSource Escarosa must establish a hearing date, complete the hearing and issue a decision within a 60-calendar day time frame from the date the grievance/complaint was filed. When the matter is not resolved informally, you will be notified by certified mail return receipt at least 15 calendar days prior to the hearing. The written hearing notice will include: hearing procedures, date, time, and place of the hearing; pertinent sections of the WIOA, WT, and any federal regulations involved. Affected parties may be represented at the hearing by an attorney or other representative, and may present witnesses or documentary evidence at the hearing. The parties will receive a written decision of the hearing within **30 calendar days** after the hearing by certified mail return receipt requested. Individuals alleging a labor standards violation may submit the grievance/complaint to binding arbitration procedure if the affected parties are covered by a collective bargaining agreement.

WP participants may file discrimination complaints against the Florida Department of Economic Opportunity (DEO) or its employees of complaints alleging discrimination by an employer. Special handling procedures are required for complaints filed by Migrant and Seasonal Farm Workers (MSFW). CareerSource Escarosa shall attempt to resolve the MSFW complaint. If the MSFW complaints cannot be resolved within five working days of receipt of complaint by CareerSource Escarosa, the complaint form and copies of all documents in the complaint file are forwarded to the Florida Department of Economic Opportunity (DEO), Monitor Advocate Office, MSC 150, 107 East Madison St, Tallahassee, FL 32399-4133. Attention: Senior Monitor Advocate.

***Note:** Individuals with a disability needing special accommodations shall call CareerSource Escarosa at (850) 473-0939 or fax at (850) 473-0935 at least five working days prior to the hearing and state what special accommodation requirements are needed in order to participate in the hearing.

Right to Appeal

An individual, or entity, adversely affected by CareerSource Escarosa actions or decisions can file an appeal with the State WIOA/TAA Administrative entity. An appeal may be made to the federal level (USDOL) if the state has not conducted a hearing or made a decision regarding the grievance/complaint **within the mandated 60-calendar day timeframe**, or if either party is dissatisfied with the state hearing decision. If the DEO Administrative Entity in conjunction with State Board staff determines that a grievance/complaint filed at the State level should have been decided at the local level, then the grievance/complaint may be remanded back to CareerSource Escarosa.

Filing a Grievance/Complaint and request for Hearing/Appeal at the State Level

Because of the many types of grievances/complaints and level of hearing/appeals allowed under WIOA/TAA/WT regulations, DEO staff working in conjunction with the State Board staff will be responsible for reviewing and determining the appropriate processing of requests/appeals filed at the State level. The following procedures should be followed when filing a grievance/complaint and/or requesting a hearing/appeal regarding a CareerSource Escarosa decision. The request and/or grievance /complaint for a hearing appeal should be clearly identified at top of the first page, i.e., REQUEST FOR HEARING. The written hearing request should not exceed five pages (not including attachments) and should state the facts, procedures, etc. that the grievant/complainant believes to be relevant for review and, if applicable, shall include any written decision made by CareerSource Escarosa and an address where official notices may be mailed to the grievant/complainant. The request shall be sent by certified mail return receipt to DEO, Office of General Counsel, MSC 150, 107 East Madison Street, Tallahassee, FL, 32399-4128. The grievant/complainant and CareerSource Escarosa will be contacted at least 5 working days of receipt of the complaint to attempt an informal resolution. If informal methods do not resolve the issue, then a hearing will be scheduled. The complainant/ grievant will be notified of the specific procedures for the hearing and will receive a decision within 60 calendar days from receipt.

State and Federal Level Appeal Process

If DEO has not reached a decision on the appeal of a local decision or the grievant disagrees with the decision, the grievant/complainant can file an appeal to USDOL no later than 60 calendar days of receipt of the decision being appealed. That request is submitted by certified mail, return receipt to Secretary USDOL, Attention: ASET, Washington, D.C. 20210. A copy of the appeal must be simultaneously provided to DEO (address above). Actions that may not be appealed to USDOL include: sanctions applied at the local level for using a controlled substance; sanction for non-compliance with work activities; or denial of eligibility as a WIOA/TAA training provider. WP states that non-ES related complaints (employment, discrimination, health and safety, etc.) must be forwarded as soon as possible after being received, to DEO, Office of General Counsel, MSC 150, 107 East Madison St, Tallahassee, FL, 32399-4128, or to the appropriate federal agency with a copy of the complaint sent to DEO Office of General Counsel. If the WP complaint is not resolved within 15 working days, then the complaint and associated file documents are forwarded to the DEO, Office of One-Stop and Program Support, MSC 105, 107 East Madison St, Tallahassee FL 32399-4133, Attention: ES Complaint Coordinator.

I certify that I have read and understand my rights and responsibilities as enumerated above.

Participant/Service Provider/ Employee/ Employer or Other Signature & Date

As a representative of CareerSource Escarosa, I verify that the above-signed individual has read the Grievance Hearing/Appeal Procedures and has indicated an understanding of it.

CareerSource Escarosa Representative Signature & Date

CERTIFICATION OF EQUAL OPPORTUNITY AND EQUAL ACCESS

Name of the Organization/Entity: The Escambia County School District

The information in this Proposal accurately represents the entity/organization to receive this contract and its proposed operating plans and budget for proposed project.

I acknowledge that I have read and understand the requirements and provisions of the Request for Proposal (RFP) and that my entity/organization is prepared to implement the activities as specified in this proposal.

I understand that I will be held accountable for the information provided by my organization in this proposal and that this information may become the terms and conditions of the contract.

I certify that the governing provisions regarding independent pricing and open competition have been upheld; that all work unless otherwise noted represents an original work product; and that all legally responsible persons in the bidder's organization have upheld same.

As a condition to the award of financial assistance under funding received from the Department of Labor, the Department of Health and Human Services; the Department of Agriculture and other federal entities the proposing agency assures, with respect to operation of the Workforce Innovation and Opportunity Act (WIOA)/Welfare Transition (WT) funded program(s) or activity(ies) and all agreements or arrangements to carry out the specific funded program(s) or activity(ies), that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014; Personal Responsibility and Work Opportunity Reconciliation Act of 1996; Workforce Florida Act of 2000; Title IV of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, 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 34. The United States and the State of Florida has the right to seek judicial enforcement of this issuance.

I certify that I am authorized to sign this proposal on behalf of the above referenced entity/organization.

Malcolm Thomas
Signature

Malcolm Thomas
Printed or Typed Name

4/5/2016
Date

Superintendent
Title

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND
COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Malcolm Thomas
Signature

07/17/18
Date

Malcolm Thomas, Superintendent
Printed Name & Title

The Escambia County School District
Organization Name

75 N. Pace Blvd, Pensacola, FL 32505
Organization Address

DRUG-FREE WORKPLACE

Identical Tie Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace; the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 898 or of any for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on, or require that satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


 AUTHORIZED SIGNATURE

July 17, 2018
 DATE

CERTIFICATION REGARDING THE FLORIDA CLEAN INDOOR AIR ACT

Pursuant To the Florida Clean Indoor Air Act (FCIAA), Chapter 386.201-286-212 Florida Statutes, the undersigned, in representing the Escambia County School District, attests and certifies that the Contractor will comply with the Florida Clean Indoor Air Act.

The purpose of the Florida Clean Indoor Air Act is to protect the public health, comfort, and environment by creating areas in public places and at public meetings that are reasonably free from tobacco smoke by providing a uniform statewide maximum code.

Workforce Escarosa, Inc. dba CareerSource Escarosa has elected as outlined in s.386.205(3)(4), F.S for all Workforce Escarosa administrative spaces and Escarosa Career Centers to be smoke free facilities.

By signing this certification, the contractor agrees to adhere to the Florida Clean Indoor Air Act while in Workforce Escarosa administrative offices or Escarosa Career Center(s).

Malcolm Thomas
Signature

July 17, 2018
Date

Malcolm Thomas
Printed or Typed Name

Superintendent
Title

WORKFORCE ESCAROSA, INC.

ADA FACILITY ACCESSIBILITY ASSURANCE FORM

This verifies that my organization, The Escambia County School District, meets the requirements as outlined in the Facility Accessibility Survey requirements provided by the United States Department of Labor (USDOL) and the Office of Civil Rights and Minority Affairs (OCRMA), regarding the American Disabilities Act.

Malcolm Thomas
Signature

July 17, 2018
Date

Modification #1

Contract Between Workforce Escarosa D/B/A Career Source Escarosa and Children's Home Society of Florida for Youth Services - WIOA 2018-2019

12.8, 12.9 Subrecipient's unique entity identifier; Federal Award Identification Number (FAIN); (Note: the FAIN is available on the NFA, or from DEO Financial Management) FAIN # AA-30737-17-55-A-12

12.18 Identification of whether the award is R&D; 2 CFR 200.87 states "R&D means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

"Research" is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes."

Additionally, §200.331 Requirements for pass-through entities.

All pass-through entities must:

(xii) Identification of whether the award is R&D;

This can be included on the first page of the sub award with other information and can be a statement to the effect of "this award is not for R&D". This award is not for R&D.

12.21 Funds shall not be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II for ETA appropriated (should be included in agreement)

12.44, 2 CFR Appendix II to Part 200 (J) Procurement of Recovered Materials. (applies to Governmental units, both school boards)

12.45, (applies to CHS); 2 CFR 175, Trafficking Victims Protection Act of 2000: LWDB must include the requirements in any grant with a private entity (not a unit of gov't). Establishes a Government-wide award term for grants and cooperative agreements to implement the requirement in paragraph (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g). Further, each agency award (i.e., grant or cooperative agreement) under which funding is provided to a private entity, section 106 (g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the entity is involved in certain activities which are listed in the CFR. You as the recipient, your employees, subrecipients under this award and subrecipients' employees may not:

- I. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- II. Procure a commercial sex act during the time that the award is in effect; or

III. Use forced labor in the performance of the award or sub awards under the award.

12.47, 5 USC 1501-1508 and 7324, Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

12.56, P.L. 103-333 §508, Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

12.59 Codes of Conduct: 29 CFR 95.42

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816

Children's Home Society of Florida

BY: 

~~Lindsey Cannon, Executive Director~~

ANDRY E. SWEET, COO

Date: 6/14/2018

Career Source Escarosa

BY: 

Sheryl Rehberg, Chief Executive Officer

Date: 06.18.2018

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
CHILDREN'S HOME SOCIETY OF FLORIDA
FOR
YOUTH SERVICES
WIOA-2018-2019-01**

WHEREAS, the Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa, a non-profit corporation, is designated as the Local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of the federal Workforce Innovation and Opportunity Act (WIOA) of 2014 in Escambia and Santa Rosa counties, Florida, Escarosa is in need of certain sub-recipient services more specifically hereafter described; and

WHEREAS, the Children's Home Society of Florida (CHS) hereinto referred to as "Contractor" has heretofore demonstrated its ability to serve as a service provider of the Workforce Innovation and Opportunity Act (WIOA) Youth funding and to provide such services in accordance with the terms and provisions as presented below.

NOW, THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

1. Contractor shall provide WIOA Youth Program services and outcomes as described below. Services and outcomes shall be in compliance with WIOA as stated and described in their proposal, which is attached and incorporated into this contract.
 - a. Provide for the outreach and recruitment of in-school youth ages 14 – 21 years of age and out-of-school youth ages 16-24 years of age. All youth must meet eligibility as defined by WIOA and Notice of Proposed Rule Making (NPRM) 681.210-681.250.
 - b. At least 75% of the participants enrolled shall meet the definition of Out-of-School Youth at the time of WIOA Youth Program eligibility determination and in compliance with the numbers proposed.
 - c. No less than 75% of expenditures under the contract shall be on Out-of-school youth. Failure to meet the 75% OSY expenditure requirement will result in disallowed cost. Escarosa will determine the amount to be disallowed in accordance with Federal/State guidelines. Any disallowed cost must be repaid to Escarosa from non-federal funds, and must be paid within thirty (30) days from date of notice of disallowed amount to the Contractor.
 - d. At least 20% of contract expenditures must be for work experience, which may include staff time associated with developing worksites, worksite agreements and other activities associated with work experience. (TEGL 23-14) All work experience who will be working onsite will need approval form the WIOA Manager.
2. Contractor will coordinate directly with Escarosa Career Center service provider staff regarding WIOA Youth Program Intake and Eligibility Determination requirements.
3. The Contractor shall serve 15(25%) in-school youth and 47 (75%) out-of-school youth for a total of 62.
4. The Contractor must provide the following services as described in their proposal for the 15 WIOA Youth components. The 15 components are as follows:

- Leadership and Citizenship Skills Training
- Support Services
- Adult Mentoring
- Comprehensive Guidance Counseling which may include drug and alcohol abuse counseling
- Financial Literacy
- Entrepreneurship training
- Career Awareness, Career Counseling and Career Exploration
- Activities to assist youth in transferring to Post-secondary Education
- Occupational Skills Training to lead to/or acquire a credential or post-secondary credential
- Concurrent education and workforce preparation activities and training
- Tutoring/Study Skills and evidence based dropout prevention and/or recovery
- Alternative School services/Drop Out Prevention
- Paid and unpaid work experience which may include such activities as pre-apprenticeship, internships, job shadowing, and on-the-job training
- 12 month – Youth Follow-up Services
- Measurable Skills Gain

5. All services and programs must be in compliance with WIOA final regulations and in accordance with services outlined in the proposal.

6. For all youth who are determined to be basic skills deficient, which shall be defined as having reading, math or language skills below the 9th grade level, basic skills instruction shall be a required component. Until otherwise directed, the Test for Adult Basic Education (TABE) will be used to determine basic skills deficiency. 100% of youth in GED Out Of School dropout recovery programs, will have direct connection for support in career advising and real job experience.

7. Maintain periodic contact, as required, with each participant exiting the program, while providing those same participants with follow-up services for 12 months after exit from a WIOA activity. All contact/follow-up activities must be properly documented in participant files and via EFM. As part of staff follow-up activities, each participant must receive at least one of the below listed services:

- a) Counseling
- b) Information on Job Opportunities/Job Clubs
- c) Adult Mentoring/Tutoring
- d) Access to Technology to explore Websites and to facilitate Communications
- e) Youth Day Events
- f) Job Shadowing

Follow-up will be conducted at least once per quarter during the 12-month follow-up period, and so noted in case notes and Employ Florida (EF) State data reporting system.

8. Timely, comprehensive, accurate documentation and data entry of all WIOA youth participant enrollments, status changes, goal sets/attainments, credentialing, outcomes, follow-ups, and career management/job developer counseling notes/information in participant files and via Employ Florida (EF). Anything short of flawless record keeping can negatively impact service provider, regional and state performance.

9. Any/all periodic/ad hoc reports that may be required by Escarosa.
10. Upon termination of the youth from the program, the youth participant's folder shall be transferred to the Escarosa Monitoring Specialist for retention in accordance with federal and state guidelines.
11. All participant information shall be kept confidential. Staff for the Contractor who have access to participant data are required to sign the Individual Non-Disclosure and Confidentiality Certification Form. Signed originals will be maintained by Contractor no later than 30 days after employment under this contract.

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed \$233,000.00 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, Contractor determines that submitted line items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$233,000.00 cannot be over expended. The CFDA # for WIOA is 17.259.

2. The amount of this contract may be modified based upon funding amounts for WIOA FY 2018-2019 and the finalization of expenditures and available carry forward dollars from FY 2017-2018.

3. All monthly invoices must be received by the 15th of the following month for the previous month's billing.

4. Reimbursement shall be made to Contractor in a timely manner in accordance with Escarosa standard accounting procedures.

5. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not expended be de-obligated for use elsewhere.

6. To document the 20% work experience expenditure requirement, the contractor may submit the following:

- a. Actual wages/payroll paid to youth in a paid work experience component. and/or
- b. A log/timesheet documenting staff time spent to develop work experience sites; develop and implement work experience agreements; and/or work experience site maintenance, and the cost of staff time tied to these activities.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective on July 1, 2018 and continue to midnight on June 30, 2019.

The contract may be renewed for FY 2019-2020, dependent upon performance as required by Escarosa and future funding allocations.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS:

This contract is subject to termination for either party's refusal to comply with Chapter 119, Florida Statutes, the Public Records Law but only with regard to this specific contract and the records utilized in execution of this contract.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties.

VI. EQUAL OPPORTUNITY:

As a condition to the award of financial assistance under WIOA from the Department of Labor with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Veteran's Priority of Service Provisions 38 U.S.C. 4215 and 20 CFR 1010, Equal Treatment for Faith Based Organizations 29CFR 2, subpart D. The American's with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned or subcontracted by Contractor without the prior written consent of Escarosa.

VIII. FUNDING

If the WIOA-funds anticipated to be received by Escarosa under which this contract is funded are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by Contractor to accept any additional conditions that may be imposed by Escarosa at any time. The Contractor understands that substantial alteration of program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT:

The total amount of funds accessible by Contractor under this contract is \$233,000.00 payable only upon receipt of stipulated items in Section II of this contract. The total amount of

funds attached to this contract may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

X. TYPE OF CONTRACT

Costs related to youth services will be cost reimbursement, and cannot exceed the total amount of the contract. A copy of the Contractor Budget Summary is attached and made a part of this contract.

XI. INSURANCE

The Contractor is a qualified self-insurer under the regulations set forth in the Florida Statutes for general liability. During the term of this contract Contractor shall maintain a qualified plan of self-insurance pursuant to Section 768.28, Florida Statutes.

XII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination, Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

TERMINATION FOR CAUSE

If Contractor fails to fulfill in a timely manner its obligations under this contract, or if Contractor violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to Contractor of termination or deobligation and specifying the effective date of such action; however, Contractor shall be entitled to payment or reimbursement for all services rendered up to the date of termination.

XIII. PROPERTY/EQUIPMENT CLAUSE

Any equipment (has more than 1 year of life/use) to include chairs, desks, file cabinets, printers, computers, laptops, phones with a unit cost of less than \$500.00 may be purchased by Contractor for use in the WIOA year around program. If the unit cost for any equipment item is \$500 or more, Contractor must consult with Escarosa's Chief Financial Officer, and if applicable, Escarosa Information Technology Director, prior to purchase.

Any equipment that cost \$500 or more, will be considered Escarosa property, will be tagged by Escarosa for inventory purposes, and will be turned over to Escarosa should either party terminate the contract or the contract is not renewed. In addition, Escarosa will review lease versus purchase and will make the final decision and purchase of the equipment. The amount of the purchase/lease of equipment over \$500 shall be automatically deducted from the total amount allowed in the contract and the contract reduced accordingly. This reduction will be provided in writing to Contractor who hereby agrees to reduce the contract by the amount so noted.

The purchase/lease of the equipment will be agreed to by Escarosa and Contractor prior to actual lease/purchase of the items noted in the budget as originally proposed by Contractor.

XIV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under WIOA. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XV. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under WIOA shall cast a vote on the provision of services by that member or any organization which the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVI. COMPLIANCE WITH WIOA

The Contractor assures that it will comply with requirements of WIOA to the extent possible, and in accordance with any final regulation as required by USDOL/DOE. Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and the related regulations as assigned by Escarosa.

The Contractor assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting a practice or procedure, and that Escarosa shall supply the clarification to the contractor.

XVII. ACCOUNTING STANDARDS

The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, does not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XVIII. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between Contractor and Escarosa as defined by the citation of CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 200.501.

The Contractor shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditor. Disallowed costs for funds not expended in accordance with WIOA regulations – as determined in the final resolution of the audit – must be repaid by Contractor from non-federal funds. WIOA and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XIX. RESOLUTION OF COMPLAINT

Escarosa Grievance Procedures remain in effect throughout the contract. The Contractor must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with Contractor staff original signatures are sent to the Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using Contractor procedures only. However, grievances that do concern the Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XX. MAINTENANCE OF RECORDS

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of final payment of the agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the larger period of time.

RECORD'S ACCESSIBILITY

Escarosa, United States Department of Labor, CareerSource Florida, Inc., and/or Department of Economic Opportunity duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXI. TRANSFER OF RECORDS

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa in an acceptable condition for storage.

XXII. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXIII. DEFINITIONS AND ACRONYMS

ESCAROSA	Workforce Escarosa, Inc./CareerSource Escarosa
CHS	Children's Home Society of Florida
USDOL	United States Department of Labor
WIB	Workforce Investment Board

The name and address of the manager responsible for Contractor for this contract is:

Lindsey Cannon
Executive Director
Children's Home Society of Florida
1300 North Palafox Street, Suite 103
Pensacola, FL 32501

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXIX. SPONSORSHIP

When sponsoring a program financed wholly or in part by WIOA dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Children's Home Society of Florida and CareerSource Escarosa." If the sponsorship reference is in written material, the words "CareerSource Escarosa" shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement **"equal opportunity employer/program"** and that **"auxiliary aids and services are available upon request to individuals with disabilities."**

XXX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with Contractor's procurement guidelines when purchasing necessary items for the administration of this contract.

XXXI. ATTACHMENTS

The below listed documents are included as part of this contract and as were attached to the proposal:

- *Proposal and Budget, as submitted by Children's Home Society
- *Debarment, Suspension, and Other Responsibility Matters
- *Sworn Statements of Public Entity Crimes
- *TEGL 23-13
- *Escarosa Grievance Procedures
- *Certification of Equal Opportunity and Equal Access
- *Certificate Regarding Lobbying
- *Drug Free Workplace
- *Florida Clean Indoor Air Act
- *ADA Facility Accessibility Assurance Form

XXXII. BYRD ANTI-LOBBYING Amendment (31 U.S.C. 1352)

No funds made available under WIOA shall be used for any political activity, lobbying of federal, state, or local legislatures, to raise funds, or to promote or oppose unionization. The contractor shall assure that no WIOA funds will be used to assist, promote, or deter union organizing.

XXXIII. COPYRIGHT STATEMENT

1. Contracting Agency shall have unlimited rights in:
 - a) Data first produced in the performance of this contract;
 - b) Form, fit, and function data delivered under this contract;
 - c) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract;
 - d) All other data delivered under this contract; and
 - e) Use, release to others, reproduction, distribution, or publication of any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIV. SECTARIAN STATEMENT

The Contractor agrees that participants funded under WIOA shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship. WIOA funds cannot be expended on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

XXXV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The Contractor shall report any violation to the Contract Manager.

XXXVI. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The Contractor shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, while engaged in WIOA Youth Program activities and under contract Workforce Escarosa.

XXXVII. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the Contractor.

XXXVIII. DAVID BACON ACT AS Amended, (40 U.S.C. 3141 – 3148)

Not applicable to this contract.

XXXIX. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Is not applicable to this contract.

XL. SARBANES-OXLEY ACT OF 2002

The Contractor will comply with the following requirements of the Sarbanes-Oxley Act of 2002:


It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 or Title 18, USC).

It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

XLI. AUTHORIZATION FOR SIGNATURE


IN WITNESS WHEREOF, said parties hereto have entered into this contract with effective dates of July 1, 2018 through June 30, 2019.

CHILDREN'S HOME SOCIETY OF FLORIDA

By: 
Lindsey Cannon, Executive Director
ANDRY SWEET, COO

Date: 6/4/2018

WORKFORCE ESCAROSA, INC.

By: 
Sheryl Rehberg, Chief Executive Officer

Date: 06/18, 2018

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
CHILDREN'S HOME SOCIETY OF FLORIDA
FOR
YOUTH SERVICES
WIOA-2019-2020-01**

**This contract is funded by the U.S. Department of Labor, passed through the State of Florida,
Department of Economic Opportunity, and Workforce Escarosa, Inc.**

**Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA322101855A12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No**

WHEREAS, the Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa, a non-profit corporation, is designated as the Local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of the federal Workforce Innovation and Opportunity Act (WIOA) of 2014 in Escambia and Santa Rosa counties, Florida, Escarosa is in need of certain sub-recipient services more specifically hereafter described; and

WHEREAS, the Children's Home Society of Florida (CHS) hereinto referred to as "Contractor" has heretofore demonstrated its ability to serve as a service provider of the Workforce Innovation and Opportunity Act (WIOA) Youth funding and to provide such services in accordance with the terms and provisions as presented below.

NOW, THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

1. Contractor shall provide WIOA Youth Program services and outcomes as described below. Services and outcomes shall be in compliance with WIOA as stated and described in their proposal, which is attached and incorporated into this contract.

a. Provide for the outreach and recruitment of in-school youth ages 14 – 21 years of age and out-of-school youth ages 16-24 years of age. All youth must meet eligibility as defined by WIOA and Notice of Proposed Rule Making (NPRM) 681.210-681.250.

b. At least 75% of the participants enrolled shall meet the definition of Out-of-School Youth at the time of WIOA Youth Program eligibility determination and in compliance with the numbers proposed.

c. No less than 75% of expenditures under the contract shall be on Out-of-school youth. Failure to meet the 75% OSY expenditure requirement will result in disallowed cost. Escarosa will determine the amount to be disallowed in accordance with Federal/State

guidelines. Any disallowed cost must be repaid to Escarosa from non-federal funds, and must be paid within thirty (30) days from date of notice of disallowed amount to the Contractor.

d. At least 20% of contract expenditures must be for work experience, which may include staff time associated with developing worksites, worksite agreements and other activities associated with work experience. (TEGL 23-14) All work experience who will be working onsite will need approval from the WIOA Manager.

2. Contractor will coordinate directly with Escarosa Career Center service provider staff regarding WIOA Youth Program Intake and Eligibility Determination requirements.

3. The Contractor shall serve a total of 102 youth: 9 (26%) in-school youth and 25 (74%) out-of-school youth in Santa Rosa County for a total of 34, and 17 (25%) in-school youth and 51 (75%) out-of-school youth in Escambia County for a total of 68.

4. The Contractor must provide the following services as described in their proposal for the 15 WIOA Youth components. The 15 components are as follows:

- Leadership and Citizenship Skills Training
- Support Services
- Adult Mentoring
- Comprehensive Guidance Counseling which may include drug and alcohol abuse counseling
- Financial Literacy
- Entrepreneurship training
- Career Awareness, Career Counseling and Career Exploration
- Activities to assist youth in transferring to Post-secondary Education
- Occupational Skills Training to lead to/or acquire a credential or post-secondary credential
- Concurrent education and workforce preparation activities and training
- Tutoring/Study Skills and evidence based dropout prevention and/or recovery
- Alternative School services/Drop Out Prevention
- Assist with referral to agencies or companies that provide paid or unpaid work experience which may include such activities as pre-apprenticeship, internships, job shadowing, and on the job shadowing
- 12 month – Youth Follow-up Services
- Measurable Skills Gain

5. All services and programs must be in compliance with WIOA final regulations and in accordance with services outlined in the proposal.

6. For all youth who are determined to be basic skills deficient, which shall be defined as

having reading, math or language skills below the 9th grade level, basic skills instruction shall be a required component. Until otherwise directed, the Test for Adult Basic Education (TABE) will be used to determine basic skills deficiency, 100% of youth in GED Out Of School dropout recovery programs, will have direct connection for support in career advising and real job experience.

7. Maintain periodic contact, as required, with each participant exiting the program, while providing those same participants with follow-up services for 12 months after exit from a WIOA activity. All contact/follow-up activities must be properly documented in participant files and via EFM. As part of staff follow-up activities, each participant must receive at least one of the below listed services:

- a) Counseling
- b) Information on Job Opportunities/Job Clubs
- c) Adult Mentoring/Tutoring
- d) Access to Technology to explore Websites and to facilitate Communications
- e) Youth Day Events
- f) Job Shadowing

Follow-up will be conducted at least once per quarter during the 12-month follow-up period, and so noted in case notes and Employ Florida (EF) State data reporting system.

8. Timely, comprehensive, accurate documentation and data entry of all WIOA youth participant enrollments, status changes, goal sets/attainments, credentialing, outcomes, follow-ups, and career management/job developer counseling notes/information in participant files and via Employ Florida (EF). Anything short of flawless record keeping can negatively impact service provider, regional and state performance.

9. Any/all periodic/ad hoc reports that may be required by Escarosa.

10. Upon termination of the youth from the program, the youth participant's folder shall be transferred to the Escarosa Monitoring Specialist for retention in accordance with federal and state guidelines.

11. All participant information shall be kept confidential. Staff for the Contractor who have access to participant data are required to sign the Individual Non-Disclosure and Confidentiality Certification Form. Signed originals will be maintained by Contractor no later than 30 days after employment under this contract.

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed \$384,369.00 as shown on the copy

of the budget summary hereto attached and made a part of this contract. If during the term of the contract, Contractor determines that submitted line items need to be adjusted, than these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$384,369.00 cannot be over expended.

2. The amount of this contract may be modified based upon funding amounts for WIOA FY 2019-2020.

3. All monthly invoices must be received by the fifteenth 15th of the following month for the previous month's billing.

4. Reimbursement shall be made to Contractor in a timely manner in accordance with Escarosa standard accounting procedures.

5. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not expended be de-obligated for use elsewhere.

6. To document the 20% work experience expenditure requirement, the contractor may submit the following:

- a. Actual wages/payroll paid to youth in a paid work experience component, and/or
- b. A log/timesheet documenting staff time spent to develop work experience sites; develop and implement work experience agreements; and/or work experience site maintenance, and the cost of staff time tied to these activities.

7. Funds shall not be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II for DEO appropriated funds.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective on July 1, 2019 and continue to midnight on June 30, 2020.

The contract may be renewed for FY 2020-2021 and 2021-2022 dependent upon performance as required by Escarosa and future funding allocations. Annual renewals will be made by amendments to this contract. Amendments will reflect new budgets and/or other applicable areas of the contract.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS:

This contract is subject to termination for either party's refusal to comply with Chapter 119, Florida Statutes, the Public Records Law but only with regard to this specific contract and the records utilized in execution of this contract.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties.

VI. EQUAL OPPORTUNITY:

As a condition to the award of financial assistance under WIOA from the Department of Labor with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014 (which supersedes Section 188 of the Workforce Investment Act of 1998), including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Veteran's Priority of Service Provisions 38 U.S.C. 4215 and 20 CFR 1010, Equal Treatment for Faith Based Organizations 29CFR 2, subpart D, The American's with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned or subcontracted by Contractor without the prior written consent of Escarosa.

VIII. FUNDING

If the WIOA-funds anticipated to be received by Escarosa under which this contract is funded are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by Contractor to accept any additional conditions that may be imposed by Escarosa at any time. The Contractor understands that substantial alteration of program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT:

The total amount of funds accessible by Contractor under this contract is \$384,369.00 payable only upon receipt of stipulated items in Section II of this contract. The total amount of funds attached to this contract may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

X. TYPE OF CONTRACT

Costs related to youth services will be cost reimbursement, and cannot exceed the total amount of the contract. A copy of the Contractor Budget Summary is attached and made a part of this contract.

XI. INSURANCE

The Contractor is a qualified self-insurer under the regulations set forth in the Florida Statutes for general liability. During the term of this contract Contractor shall maintain a qualified plan of self-insurance pursuant to Section 768.28, Florida Statutes.

XII. TERMINATION FOR CONVENIENCE AND CAUSE

1. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination, Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

2. TERMINATION FOR CAUSE

If Contractor fails to fulfill in a timely manner its obligations under this contract, or if Contractor violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to Contractor of termination or deobligation and specifying the effective date of such action; however, Contractor shall be entitled to payment or reimbursement for all services rendered up to the date of termination.

XIII. PROPERTY/EQUIPMENT CLAUSE

Any equipment (has more than 1 year of life/use) to include chairs, desks, file cabinets, printers, computers, laptops, phones with a unit cost of less than \$500.00 may be purchased by Contractor for use in the WIOA year around program. If the unit cost for any equipment item is \$500 or more, Contractor must consult with Escarosa's Chief Financial Officer, and if applicable,

Escarosa Information Technology Director, prior to purchase.

Any equipment that cost \$500 or more, will be considered Escarosa property, will be tagged by Escarosa for inventory purposes, and will be turned over to Escarosa should either party terminate the contract or the contract is not renewed. In addition, Escarosa will review lease versus purchase and will make the final decision and purchase of the equipment. The amount of the purchase/lease of equipment over \$500 shall be automatically deducted from the total amount allowed in the contract and the contract reduced accordingly. This reduction will be provided in writing to Contractor who hereby agrees to reduce the contract by the amount so noted.

The purchase/lease of the equipment will be agreed to by Escarosa and Contractor prior to actual lease/purchase of the items noted in the budget as originally proposed by Contractor.

XIV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under WIOA. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XV. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under WIOA shall cast a vote on the provision of services by that member or any organization which the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVI. COMPLIANCE WITH WIOA

The Contractor assures that it will comply with requirements of WIOA to the extent possible, and in accordance with any final regulation as required by USDOL/DOE. Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and the related regulations as assigned by Escarosa.

The Contractor assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting a practice or procedure, and that Escarosa shall supply the clarification to the contractor.

XVII. ACCOUNTING STANDARDS

The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, does not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XVIII. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between Contractor and Escarosa as defined by the citation of CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 200.501.

The Contractor shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditor. Disallowed costs for funds not expended in accordance with WIOA regulations – as determined in the final resolution of the audit – must be repaid by Contractor from non-federal funds. WIOA and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XIX. RESOLUTION OF COMPLAINT

Escarosa Grievance Procedures remain in effect throughout the contract. The Contractor must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with Contractor staff original signatures are sent to the Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using Contractor procedures only. However, grievances that do concern the Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XX. CUSTODIAL RECORDS

The Contract shall comply with the rules established for records maintenance (119.021, F.S.), retention (2 CFR 200.333), and access (2 CFR 200.336).

Retention Requirements

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of final payment of the agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the larger period of time.

Transfer of Records

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa in an acceptable condition for storage.

Record's Accessibility

Escarosa, United States Department of Labor, CareerSource Florida, Inc., and/or Department of Economic Opportunity duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXI. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXII. DEFINITIONS AND ACRONYMS

ESCAROSA	Workforce Escarosa, Inc./CareerSource Escarosa
CHS	Children's Home Society of Florida
USDOL	United States Department of Labor
LWDA	Local Workforce Development Area
DEO	Department of Economic Opportunity
TABE	Test for Adult Basic Education
EF	Employ Florida, State's data entry system
CONTRACTOR	Children's Home Society of Florida
WIOA	Workforce Innovation and Opportunity Act, PL 113-129
NPRM	Notice of Proposed Rule Making
TEGL	Training and Employment Guidance Letter

XXIII. PERFORMANCE STANDARDS

The following 2018-2019 federal-state-regional negotiated WIOA Common Measures represent the required performance outcomes associated with this WIOA Youth Program contract. To be deemed successful, the Contractor must achieve, at a minimum, 80% of the "Required Outcome." Contract performance may be adjusted dependent upon final performance standards as set by USDOL and/or the State of Florida with Escarosa for FY 2018-2019. Any adjustments

will be noted in writing as a modification to this contract.

<u>WIA Performance Standards</u>	<u>Common Measures</u>	<u>Required Outcome</u>	<u>80%</u>
Placement in Employment or Post-Secondary Education		90.00%	72.00%
Employed 2 nd Quarter after Exit		75.00%	60.00%
Employed 4 th Quarter after Exit		70.00%	56.00%
Attainment of Degree or Credential		75.20%	60.00%

XXIV. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Contractor will be responsible for reimbursement of those costs to Escarosa.

XXV. PROGRAM INCOME

Not applicable under this contract.

XXVI. PELL GRANT REDUCTIONS

The PELL Grant policy is not applicable to this contract.

XXVII. NOTICE AND CONTACT

The name and address of the manager responsible for Escarosa for this contract is:

Chief Executive Officer
Workforce Escarosa, Inc.
3670-2A N. L Street
Pensacola, FL 32505

The name and address of the manager responsible for Contractor for this contract is:

Lindsey Cannon
Executive Director
Children's Home Society of Florida
1300 North Palafox Street, Suite 103
Pensacola, FL 32501

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXVIII. SPONSORSHIP

When sponsoring a program financed wholly or in part by WIOA dollars, including funds

obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Children's Home Society of Florida and CareerSource Escarosa." If the sponsorship reference is in written material, the words "CareerSource Escarosa" shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement **"equal opportunity employer/program"** and that **"auxiliary aids and services are available upon request to individuals with disabilities."**

XXIX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with Contractor's procurement guidelines when purchasing necessary items for the administration of this contract.

XXX. ATTACHMENTS

The below listed documents are included as part of this contract/and as were attached to the proposal:

- *Proposal and Budget, as submitted by Children's Home Society
- *Debarment, Suspension, and Other Responsibility Matters
- *Sworn Statements of Public Entity Crimes
- * TEGL 23-13
- * Escarosa Grievance Procedures
- *Certification of Equal Opportunity and Equal Access
- *Certificate Regarding Lobbying
- *Drug Free Workplace
- *Florida Clean Indoor Air Act
- *ADA Facility Accessibility Assurance Form

XXXI. BYRD ANTI-LOBBYING Amendment (31 U.S.C. 1352)

No funds made available under WIOA shall be used for any political activity, lobbying of federal, state, or local legislatures, to raise funds, or to promote or oppose unionization. The contractor shall assure that no WIOA funds will be used to assist, promote, or deter union organizing.

XXXII. COPYRIGHT STATEMENT

1. Contracting Agency shall have unlimited rights in:
 - a) Data first produced in the performance of this contract;
 - b) Form, fit, and function data delivered under this contract;
 - c) Data delivered under this contract (except for restricted computer software)

that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract;

- d) All other data delivered under this contract; and
- e) Use, release to others, reproduction, distribution, or publication of any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIII. SECTARIAN STATEMENT

The Contractor agrees that participants funded under WIOA shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship. WIOA funds cannot be expended on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

XXXIV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), Clean Air Act (42 U.S.C. §7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), as amended. The Contractor shall report any violation to the Contract Manager.

XXXV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The Contractor shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, and the Resource Conservation and Recovery Act (Under RCRA (P.L. 94-580 codified at 42 U.S.C. 6962) while engaged in WIOA Youth Program activities and under contract Workforce Escarosa.

XXXVI. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the Contractor.

XXXVII. DAVIS BACON ACT AS Amended, (40 U.S.C. 3141 – 3148)

Not applicable to this contract.

XXXVIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Is not applicable to this contract.

XXXIX. SARBANES-OXLEY ACT OF 2002

The Contractor will comply with the following requirements of the Sarbanes-Oxley Act of 2002:

It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 or Title 18, USC).

It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

XL. PROCUREMENT OF RECOVERED MATERIALS

Not applicable to this contract.

XLI. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

The Contractor will comply with the requirements in paragraph (g) of Section 106 of the Trafficking Victims Protection Act of 2000 ((TVPA, as amended (22 U.S.C. 7104 (g))).

XLII. THE HATCH ACT (5 U.S.C. 1501-1508 and 7324)

The Contractor will comply with the provisions of the Hatch Act, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XLIII. PUBLIC ANNOUNCEMENT AND ADVERTISING

The Contractor assures Escarosa that it shall comply with the provisions of the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act of 1995 (P. L. 103-333 § 508) which states when issuing statements and/or documents describing projects or programs funded in whole or in part with Federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XLIV. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)

Not applicable to this contract.

XLV. ENVIRONMENTAL TOBACCO SMOKE

The Contractor will comply with the provisions of Part C of P.L. 103-227 which prohibits smoking within an indoor facility.

XLVI. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The Contractor assures Escarosa that it shall comply with the provisions of the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act of 1995 (P. L. 103-333 § 507) which states to the greatest extent practicable all equipment and products purchased with funds made available in this Act shall be American-made.


XLVII. CODES OF CONDUCT

The Contractor assures Escarosa that it shall comply with 29 CFR 95.42 by maintaining written standards of conduct governing the performance and administration of this contract should a real or apparent conflict of interest arise.

XLVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract with effective dates of July 1, 2019 through June 30, 2020.

CHILDREN'S HOME SOCIETY OF FLORIDA

By: 
Lindsey Cannon, Executive Director

Andy Sweet, CEO

Date: 6/27/2019

WORKFORCE ESCAROSA, INC.

By: 
Sheryl Rehberg, Chief Executive Officer

Date: 07.18.19

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
SANTA ROSA COUNTY SCHOOL DISTRICT
FOR
YOUTH SERVICES
WIOA-2022-2023-02**

**This contract is funded by the U.S. Department of Labor, passed through the State of Florida,
Department of Economic Opportunity, and Workforce CSE, Inc.**

**Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA322101855A12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No**

WHEREAS, the Workforce Escarosa, Inc. (CSE), dba CareerSource Escarosa, a non-profit corporation, is designated as the Local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of the federal Workforce Innovation and Opportunity Act (WIOA) of 2014 in Escambia and Santa Rosa counties, Florida, CSE is in need of certain sub-recipient services more specifically hereafter described; and

WHEREAS, the Santa Rosa County School District (SRCSD) hereinto referred to as "Contractor" has heretofore demonstrated its ability to serve as a service provider of the Workforce Innovation and Opportunity Act (WIOA) Youth funding and to provide such services in accordance with the terms and provisions as presented below.

NOW, THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

1. Contractor shall provide WIOA Youth Program services and outcomes as described below. Services and outcomes, as agreed upon by DEO and CSE, shall be in compliance with WIOA as stated and described in their proposal, which is attached and incorporated into this contract.

- a. Provide for the outreach and recruitment of in-school youth ages 14 – 21 years of age and out-of-school youth ages 16-24 years of age. All youth must meet eligibility as defined by WIOA and Notice of Proposed Rule Making (NPRM) 681.210-681.250.
- b. At least 75% of the participants enrolled shall meet the definition of Out-of-School Youth at the time of WIOA Youth Program eligibility determination and in compliance with the numbers proposed.
- c. No less than 75% of expenditures under the contract shall be on Out-of-school youth. Failure to meet the 75% OSY expenditure requirement will result in disallowed cost. CSE will determine the amount to be disallowed in accordance with Federal/State guidelines. Any disallowed cost

must be repaid to CSE from non-federal funds and must be paid within thirty (30) days from date of notice of disallowed amount to the Contractor.

- d. At least 20% of contract expenditures must be for work experience, which may include staff time associated with developing worksites, worksite agreements and other activities associated with work experience. (TEGL 23-14) All work experience who will be working onsite will need approval from the WIOA Manager.

2. Contractor will coordinate directly with CSE Career Center service provider staff regarding WIOA Youth Program Intake and Eligibility Determination requirements.

3. The Contractor shall serve 16 (20%) in-school youth and 64 (80%) out-of-school youth for a total of 80 each program year.

4. The Contractor must provide the following services as described in their proposal for the 15 WIOA Youth components. The 15 components are as follows:

- a) Leadership and Citizenship Skills Training
- b) Support Services
- c) Adult Mentoring
- d) Comprehensive Guidance Counseling which may include drug and alcohol abuse counseling
- e) Financial Literacy
- f) Entrepreneurship training
- g) Career Awareness, Career Counseling and Career Exploration
- h) Activities to assist youth in transferring to Post-secondary Education
- i) Occupational Skills Training to lead to/or acquire a credential or post-secondary credential
- j) Concurrent education and workforce preparation activities and training
- k) Tutoring/Study Skills and evidence based dropout prevention and/or recovery
- l) Alternative School services/Drop Out Prevention
- m) Paid and unpaid work experience which may include such activities as pre-apprenticeship, internships, job shadowing, and on-the-job training
- n) 12 month – Youth Follow-up Services
- o) Measurable skill gains

5. All services and programs must be in compliance with WIOA final regulations and in accordance with services outlined in the proposal.

6. For all youth who are determined to be basic skills deficient, which shall be defined as having reading, math or language skills below the 9th grade level, basic skills instruction shall be a required component. Until otherwise directed, the Test for Adult Basic Education (TABE) will be used to determine basic skills deficiency, 100% of youth in GED Out Of School dropout recovery programs, will have direct connection for support in career advising and real job experience.

7. Maintain periodic contact, as required, with each participant exiting the program, while providing

those same participants with follow-up services for 12 months after exit from a WIOA activity. All contact/follow-up activities must be properly documented in participant files and via EF. As part of staff follow-up activities, each participant must receive at least one of the below listed services:

- a) Counseling
- b) Information on Job Opportunities/Job Clubs
- c) Adult Mentoring/Tutoring
- d) Access to Technology to explore Websites and to facilitate Communications
- e) Youth Day Events
- f) Job Shadowing

Follow-up will be conducted at least once per quarter during the 12-month follow-up period, and so noted in case notes and Employ Florida (EF) State data reporting system.

8. Timely, comprehensive, accurate documentation and data entry of all WIOA youth participant enrollments, status changes, goal sets/attainments, credentialing, outcomes, follow-ups, and career management/job developer counseling notes/information in participant files and via Employ Florida (EF). Anything short of flawless record keeping can negatively impact service provider, regional and state performance.

9. Any/all periodic/ad hoc reports that may be required by CSE.

10. Upon termination of the youth from the program, the youth participant's folder shall be transferred to the CSE Monitoring Specialist for retention in accordance with federal and state guidelines.

11. All participant information shall be kept confidential. Staff for the Contractor who have access to participant data are required to sign the Individual Non-Disclosure and Confidentiality Certification Form. Signed originals will be maintained by Contractor no later than 30 days after employment under this contract.

II. METHOD AND TIME PAYMENT

1. CSE shall pay an aggregate amount not to exceed \$300,000.00 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, Contractor determines that submitted line items need to be adjusted, then these adjustments may be made if prior written approval is obtained from CSE. The total amount allowed of \$300,000.00 cannot be over expended. The CFDA # for WIOA is 17.259.

2. The amount of this contract may be modified based upon funding amounts for WIOA program year 2022-2023.

3. All monthly invoices must be received by the 15th of the following month for the previous month's billing.

4. Reimbursement shall be made to Contractor in a timely manner in accordance with CSE standard accounting procedures.

5. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, CSE will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the CSE Finance Committee that the funds not expended be de-obligated for use elsewhere.

6. To document the 20% work experience expenditure requirement, the contractor may submit the following:

- a. Actual wages/payroll paid to youth in a paid work experience component, and
- b. A log/timesheet documenting staff time spent to develop work experience sites; develop and implement work experience agreements; and/or work experience site maintenance, and the cost of staff time tied to these activities signed by participant.

7. Funds shall not be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II for DEO appropriated funds.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective on July 1, 2022 and continue to midnight on June 30, 2023.

The contract may be renewed for fiscal years 2023-2024 and 2024-2025, dependent upon performance as required by CSE and future funding allocations. Annual renewals will be made by amendments to this contract. Amendments will reflect new budgets and/or other applicable areas of the contract.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by CSE within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS:

This contract is subject to termination for either party's refusal to comply with Chapter 119, Florida Statutes, the Public Records Law but only with regard to this specific contract and the records utilized in execution of this contract.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties.

VI. EQUAL OPPORTUNITY:

As a condition to the award of financial assistance under WIOA from the Department of Labor with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014 (supersedes Section 188 of the Workforce Investment Act of 1998), including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Veteran's Priority of Service Provisions 38 U.S.C. 4215 and 20 CFR 1010, Equal Treatment for Faith Based Organizations 29CFR 2, subpart D, The American's with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned or subcontracted by Contractor without the prior written consent of CSE.

VIII. FUNDING

If the WIOA-funds anticipated to be received by CSE under which this contract is funded are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by Contractor to accept any additional conditions that may be imposed by CSE at any time. The Contractor understands that substantial alteration of program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT:

The total amount of funds accessible by Contractor under this contract is \$300,000.00 payable only upon receipt of stipulated items in Section II of this contract. The total amount of funds attached to this contract may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by CSE. Changes to contract budgets are executed via written contract modifications.

X. TYPE OF CONTRACT

Costs related to youth services will be cost reimbursement, and cannot exceed the total amount of the contract. A copy of the Contractor Budget Summary is attached and made a part of this contract.

XI. INSURANCE

The Contractor is a qualified self-insurer under the regulations set forth in the Florida Statutes for general liability. During the term of this contract Contractor shall maintain a qualified plan of self-insurance pursuant to Section 768.28, Florida Statutes.

XII. TERMINATION FOR CONVENIENCE AND CAUSE

1. Convenience

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination, CSE will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

2. Cause

If Contractor fails to fulfill in a timely manner its obligations under this contract, or if Contractor violates any of the covenants, agreements, or stipulations of this contract, CSE thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to Contractor of termination or deobligation and specifying the effective date of such action; however, Contractor shall be entitled to payment or reimbursement for all services rendered up to the date of termination.

XIII. PROPERTY/EQUIPMENT CLAUSE

Any equipment (has more than 1 year of life/use) to include chairs, desks, file cabinets, printers, computers, laptops, phones with a unit cost of less than \$500.00 may be purchased by Contractor for use in the WIOA year around program. If the unit cost for any equipment item is \$500 or more, Contractor must consult with CSE's Chief Financial Officer, and if applicable, CSE Information Technology Director, prior to purchase.

Any equipment that cost \$500 or more, will be considered CSE property, will be tagged by CSE for inventory purposes, and will be turned over to CSE should either party terminate the contract or the contract is not renewed. In addition, CSE will review lease versus purchase and will make the final decision and purchase of the equipment. The amount of the purchase/lease of equipment over \$500 shall be automatically deducted from the total amount allowed in the contract and the contract reduced accordingly. This reduction will be provided in writing to Contractor who hereby agrees to reduce the contract by the amount so noted.

The purchase/lease of the equipment will be agreed to by CSE and Contractor prior to actual lease/purchase of the items noted in the budget as originally proposed by Contractor.

XIV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under WIOA. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XV. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under WIOA shall cast a vote on the provision of services by that member or any organization which the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVI. COMPLIANCE WITH WIOA

The Contractor assures that it will comply with requirements of WIOA to the extent possible, and in accordance with any final regulation as required by USDOL/DOE. Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and the related regulations as assigned by CSE.

The Contractor assures that clarification will be sought from CSE on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting a practice or procedure, and that CSE shall supply the clarification to the contractor.

XVII. ACCOUNTING STANDARDS

The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, does not meet the minimum standards of accepted accounting practices and records management of the administrative entity, CSE reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XVIII. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between Contractor and CSE as defined by the citation of CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 200.501.

The Contractor shall forward a copy of its Financial Audit and Single Audit (if required) to CSE within 30 days of receipt from its auditor. Disallowed costs for funds not expended in accordance with WIOA regulations – as determined in the final resolution of the audit – must be repaid by Contractor from non-federal funds. WIOA and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. CSE may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XIX. RESOLUTION OF COMPLAINT

CSE grievance procedures remain in effect throughout the contract. The Contractor must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those grievance procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with Contractor staff original signatures are sent to the CSE Equal Opportunity Officer for file.

Grievances not involving CSE funded programs/activities will be processed using Contractor procedures only. However, grievances that do concern CSE or its programs/activities must be processed in accordance with CSE grievance procedures.

XX. CUSTODIAL RECORDS

The Contractor shall comply with the rules established for records maintenance (119.021, F.S.), retention (2 CFR 200333), and access (2 CFR 200.336).

Retention

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of final payment of the agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the larger period of time.

Transfer of Records

If the Contractor is not able to retain the necessary records, such records shall be transferred to CSE in an acceptable condition for storage.

Access to Records

CSE, United States Department of Labor, CareerSource Florida, Inc., and/or Department of Economic Opportunity duly authorized personnel have the right to access, examine, and make excerpts,

copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXI. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXII. DEFINITIONS AND ACRONYMS

CSE	Workforce Escarosa, Inc./CareerSource Escarosa
SRCSB	Santa Rosa County School Board
USDOL	United States Department of Labor
LWDA	Local Workforce Development Area
DEO	Department of Economic Opportunity
TABE	Test for Adult Basic Education
EF	Employ Florida, State's data entry system
CONTRACTOR	Santa Rosa County School District
WIOA	Workforce Innovation and Opportunity Act, PL 113-129
NPRM	Notice of Proposed Rule Making
TEGL	Training and Employment Guidance Letter

XXIII. PERFORMANCE STANDARDS

The following 2022-2023 federal-state-regional negotiated WIOA Common Measures represent the required performance outcomes associated with this WIOA Youth Program contract. To be deemed successful, the Contractor must achieve, at a minimum, 80% of the "Required Outcome." Contract performance may be adjusted dependent upon final performance standards as set by USDOL and/or the State of Florida with CSE for FY 2022-2023. Any adjustments will be noted in writing as a modification to this contract.

WIOA Performance Standards	Common Measures	Required Outcome	80%
Placement in Employment or Post-Secondary Education		90.00%	72.00%
Employed 2 nd Quarter after Exit		82.00%	65.60%
Employed 4 th Quarter after Exit		85.00%	68.00%
Attainment of Degree or Credential		78.50%	62.80%
Measurable Skill Gains		51.00%	40.80%

XXIV. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by CSE, State, or Federal monitors, Contractor will be responsible for reimbursement of those costs to CSE.

XXV. PROGRAM INCOME

Not applicable under this contract.

XXVI. PELL GRANT REDUCTIONS

The PELL Grant policy is not applicable to this contract.

XXVII. NOTICE AND CONTACT

The name and address of the manager responsible for CSE for this contract is:

Dr. Marcus L. McBride
Chief Executive Officer
Workforce Escarosa, Inc. dba CareerSource Escarosa
6913 N. 9th Avenue
Pensacola, FL 32504

The name and address of the manager responsible for Contractor for this contract is:

Dr. Karen Barber
Superintendent
Santa Rosa County School District
5086 Canal Street
Milton, FL 32570

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXVIII. SPONSORSHIP

When sponsoring a program financed wholly or in part by WIOA dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Santa Rosa County School District and CareerSource Escarosa." If the sponsorship reference is in written material, the words "CareerSource Escarosa" shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

XXIX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with Contractor's procurement guidelines when purchasing necessary items for the administration of this contract.

XXX. ATTACHMENTS

The below listed documents are included as part of this contract/and as were attached to the proposal:

- a) Proposal and Budget, as submitted by Santa Rosa County School District
- b) Debarment, Suspension, and Other Responsibility Matters
- c) Sworn Statements of Public Entity Crimes
- d) CSE Grievance Procedures
- e) Certification of Equal Opportunity and Equal Access
- f) Certificate Regarding Lobbying
- g) Drug Free Workplace
- h) Florida Clean Indoor Air Act
- i) ADA Facility Accessibility Assurance Form
- j) Letters of Support (5)
- k) Success Stories (9)
- l) Program Staff Resumes
- m) Annual Reports (Performance and Audit Confirmation Letter (SJI))

XXXI. BYRD ANTI-LOBBYING Amendment (31 U.S.C. 1352)

No funds made available under WIOA shall be used for any political activity, lobbying of federal, state, or local legislatures, to raise funds, or to promote or oppose unionization. The contractor shall assure that no WIOA funds will be used to assist, promote, or deter union organizing.

XXXII. COPYRIGHT STATEMENT

1. Contracting Agency shall have unlimited rights in:
 - a) Data first produced in the performance of this contract;
 - b) Form, fit, and function data delivered under this contract;
 - c) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract;
 - d) All other data delivered under this contract; and
 - e) Use, release to others, reproduction, distribution, or publication of any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIII. SECTARIAN STATEMENT

The Contractor agrees that participants funded under WIOA shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship. WIOA funds cannot be expended on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

XXXIV. CLEAN AIR ACT

The Contractor assures CSE that it shall comply with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), Clean Air Act (42 U.S.C. § 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended. The Contractor shall report any violation to the Contract Manager.

XXXV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The Contractor shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, and the Resource Conservation and Recovery Act (Under RCRA (P.L. 94-580 codified at 42 U.S.C. 6962), while engaged in WIOA Youth Program activities and under contract Workforce CSE.

XXXVI. PATENT RIGHTS CLAUSE

CSE shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the Contractor.

XXXVII. DAVIS BACON ACT AS Amended, (40 U.S.C. 3141 – 3148)

Not applicable to this contract.

XXXVIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701 -3708)

Is not applicable to this contract.

XXXIX. SARBANES-OXLEY ACT OF 2002

The Contractor will comply with the following requirements of the Sarbanes-Oxley Act of 2002:

It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 or Title 18, USC)

It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

XL. PROCUREMENT OF RECOVERED MATERIALS

The Contractor assures CSE that it shall comply with all requirements of Section 6002 of the Solid Waste Act, as amended by the Resource Conservation and Recovery Act (2 CFR Appendix II to Part 200 (J)) which includes procuring only items designated in guidelines of the Environment Protection Agency (EPA) that contain the highest percentage of recovered materials practicable and consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XLI. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA, as amended (22 U.S.C. 7104(g))

Not applicable to this contract.

XLII. THE HATCH ACT (5 U.S.C. 1501-1508 and 7324)

The Contractor will comply with the provisions of the Hatch Act, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XLIII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The Contractor assures CSE that it shall comply with the provisions of the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act of 1995 (P. L. 103-333 § 508) which states when issuing statements and/or documents describing projects or programs funded in whole or in part with Federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XLIV. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)

Not applicable to this contract.

XLV. ENVIRONMENTAL TOBACCO SMOKE

The Contractor will comply with the provisions of Part C of P.L. 103-227 which prohibits smoking within an indoor facility.

XLVI. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The Contractor assures CSE that it shall comply with the provisions of the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act of 1995 (P. L. 103-333 § 507) which states to the greatest extent practicable all equipment and products purchased with funds made available in this Act shall be American-made.

XLVII. CODES OF CONDUCT

The Contractor assures CSE that it shall comply with 29 CFR 95.42 by maintaining written standards of conduct governing the performance and administration of this contract should a real or apparent conflict of interest arise.

XLVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract with effective dates of July 1, 2022 through June 30, 2023.

**SANTA ROSA COUNTY SCHOOL
SCHOOL DISTRICT**

By: Dr. Karen Barber
Dr. Karen Barber, Superintendent

Date: 7/21/2022

**WORKFORCE ESCAROSA, INC.
DBA CAREERSOURCE ESCAROSA**

By: Dr. Marcus L. McBride
Dr. Marcus L. McBride
Chief Executive Officer

Date: 6/28/2022

136-

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
SANTA ROSA COUNTY SCHOOL DISTRICT
FOR
YOUTH SERVICES
WIOA-2018-2019-02**

WHEREAS, the Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa, a non-profit corporation, is designated as the Local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of the federal Workforce Innovation and Opportunity Act (WIOA) of 2014 in Escambia and Santa Rosa counties, Florida. Escarosa is in need of certain sub-recipient services more specifically hereafter described; and

WHEREAS, the Santa Rosa County School District (SRCSD) hereinto referred to as "Contractor" has heretofore demonstrated its ability to serve as a service provider of the Workforce Innovation and Opportunity Act (WIOA) Youth funding and to provide such services in accordance with the terms and provisions as presented below.

NOW, THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

1. Contractor shall provide WIOA Youth Program services and outcomes as described below. Services and outcomes shall be in compliance with WIOA as stated and described in their proposal, which is attached and incorporated into this contract.

a. Provide for the outreach and recruitment of in-school youth ages 14 – 21 years of age and out-of-school youth ages 16-24 years of age. All youth must meet eligibility as defined by WIOA and Notice of Proposed Rule Making (NPRM) 681.210-681.250.

b. At least 75% of the participants enrolled shall meet the definition of Out-of-School Youth at the time of WIOA Youth Program eligibility determination and in compliance with the numbers proposed.

c. No less than 75% of expenditures under the contract shall be on Out-of-school youth. Failure to meet the 75% OSY expenditure requirement will result in disallowed cost. Escarosa will determine the amount to be disallowed in accordance with Federal/State guidelines. Any disallowed cost must be repaid to Escarosa from non-federal funds, and must be paid within thirty (30) days from date of notice of disallowed amount to the Contractor.

d. At least 20% of contract expenditures must be for work experience, which may include staff time associated with developing worksites, worksite agreements and other activities associated with work experience. (TEGL 23-14) All work experience who will be working onsite will need approval from the WIOA Manager.

2. Contractor will coordinate directly with Escarosa Career Center service provider staff regarding WIOA Youth Program Intake and Eligibility Determination requirements.

3. The Contractor shall serve 25 (25%) in-school youth and 75 (75%) out-of-school youth for a total of 100.

4. The Contractor must provide the following services as described in their proposal for the 15 WIOA Youth components. The 15 components are as follows:

- Leadership and Citizenship Skills Training
- Support Services
- Adult Mentoring
- Comprehensive Guidance Counseling which may include drug and alcohol abuse counseling
- Financial Literacy
- Entrepreneurship training
- Career Awareness, Career Counseling and Career Exploration
- Activities to assist youth in transferring to Post-secondary Education
- Occupational Skills Training to lead to/or acquire a credential or post-secondary credential
- Concurrent education and workforce preparation activities and training
- Tutoring/Study Skills and evidence based dropout prevention and/or recovery
- Alternative School services/Drop Out Prevention
- Paid and unpaid work experience which may include such activities as pre-apprenticeship, internships, job shadowing, and on-the-job training
- 12 month – Youth Follow-up Services
- Measurable Skills Gain

5. All services and programs must be in compliance with WIOA final regulations and in accordance with services outlined in the proposal.

6. For all youth who are determined to be basic skills deficient, which shall be defined as having reading, math or language skills below the 9th grade level, basic skills instruction shall be a required component. Until otherwise directed, the Test for Adult Basic Education (TABE) will be used to determine basic skills deficiency, 100% of youth in GED Out Of School dropout recovery programs, will have direct connection for support in career advising and real job experience.

7. Maintain periodic contact, as required, with each participant exiting the program, while providing those same participants with follow-up services for 12 months after exit from a WIOA activity. All contact/follow-up activities must be properly documented in participant files and via EF. As part of staff follow-up activities, each participant must receive at least one of the below listed services:

- a) Counseling
- b) Information on Job Opportunities/Job Clubs
- c) Adult Mentoring/Tutoring
- d) Access to Technology to explore Websites and to facilitate Communications
- e) Youth Day Events
- f) Job Shadowing

Follow-up will be conducted at least once per quarter during the 12-month follow-up period, and so noted in case notes and Employ Florida (EF) State data reporting system.

8. Timely, comprehensive, accurate documentation and data entry of all WIOA youth participant enrollments, status changes, goal sets/attainments, credentialing, outcomes, follow-ups, and career management/job developer counseling notes/information in participant files and via Employ Florida (EF). Anything short of flawless record keeping can negatively impact service provider, regional and state performance.

9. Any/all periodic/ad hoc reports that may be required by Escarosa.
10. Upon termination of the youth from the program, the youth participant's folder shall be transferred to the Escarosa Monitoring Specialist for retention in accordance with federal and state guidelines.
11. All participant information shall be kept confidential. Staff for the Contractor who have access to participant data are required to sign the Individual Non-Disclosure and Confidentiality Certification Form. Signed originals will be maintained by Contractor no later than 30 days after employment under this contract.

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed \$315,000.00 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, Contractor determines that submitted line items need to be adjusted, than these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$315,000.00 cannot be over expended. The CFDA # for WIOA is 17.259.
2. The amount of this contract may be modified based upon funding amounts for WIOA FY 2018-2019 and the finalization of expenditures and available carry forward dollars from FY 2017-2018.
3. All monthly invoices must be received by the 15th of the following month for the previous month's billing.
4. Reimbursement shall be made to Contractor in a timely manner in accordance with Escarosa standard accounting procedures.
5. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not expended be de-obligated for use elsewhere.
6. To document the 20% work experience expenditure requirement, the contractor may submit the following:
 - a. Actual wages/payroll paid to youth in a paid work experience component, and/or
 - b. A log/timesheet documenting staff time spent to develop work experience sites; develop and implement work experience agreements; and/or work experience site maintenance, and the cost of staff time tied to these activities.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective on July 1, 2018 and continue to midnight on June 30, 2019.

The contract may be renewed for FY 2019-2020, dependent upon performance as required by Escarosa and future funding allocations.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS:

This contract is subject to termination for either party's refusal to comply with Chapter 119, Florida Statutes, the Public Records Law but only with regard to this specific contract and the records utilized in execution of this contract.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties.

VI. EQUAL OPPORTUNITY:

As a condition to the award of financial assistance under WIOA from the Department of Labor with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity. Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Veteran's Priority of Service Provisions 38 U.S.C. 4215 and 20 CFR 1010, Equal Treatment for Faith Based Organizations 29CFR 2, subpart D, The American's with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned or subcontracted by Contractor without the prior written consent of Escarosa.

VIII. FUNDING

If the WIOA-funds anticipated to be received by Escarosa under which this contract is funded are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by Contractor to accept any additional conditions that may be imposed by Escarosa at any time. The Contractor understands that substantial alteration of program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT:

The total amount of funds accessible by Contractor under this contract is \$315,000.00 payable only upon receipt of stipulated items in Section II of this contract. The total amount of

funds attached to this contract may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

X. TYPE OF CONTRACT

Costs related to youth services will be cost reimbursement, and cannot exceed the total amount of the contract. A copy of the Contractor Budget Summary is attached and made a part of this contract.

XI. INSURANCE

The Contractor is a qualified self-insurer under the regulations set forth in the Florida Statutes for general liability. During the term of this contract Contractor shall maintain a qualified plan of self-insurance pursuant to Section 768.28, Florida Statutes.

XII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination, Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

TERMINATION FOR CAUSE

If Contractor fails to fulfill in a timely manner its obligations under this contract, or if Contractor violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to Contractor of termination or deobligation and specifying the effective date of such action; however, Contractor shall be entitled to payment or reimbursement for all services rendered up to the date of termination.

XIII. PROPERTY/EQUIPMENT CLAUSE

Any equipment (has more than 1 year of life/use) to include chairs, desks, file cabinets, printers, computers, laptops, phones with a unit cost of less than \$500.00 may be purchased by Contractor for use in the WIOA year around program. If the unit cost for any equipment item is \$500 or more, Contractor must consult with Escarosa's Chief Financial Officer, and if applicable, Escarosa Information Technology Director, prior to purchase.

Any equipment that cost \$500 or more, will be considered Escarosa property, will be tagged by Escarosa for inventory purposes, and will be turned over to Escarosa should either party terminate the contract or the contract is not renewed. In addition, Escarosa will review lease versus purchase and will make the final decision and purchase of the equipment. The amount of the purchase/lease of equipment over \$500 shall be automatically deducted from the total amount allowed in the contract and the contract reduced accordingly. This reduction will be provided in writing to Contractor who hereby agrees to reduce the contract by the amount so noted.

The purchase/lease of the equipment will be agreed to by Escarosa and Contractor prior to actual lease/purchase of the items noted in the budget as originally proposed by Contractor.

XIV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under WIOA. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XV. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under WIOA shall cast a vote on the provision of services by that member or any organization which the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVI. COMPLIANCE WITH WIOA

The Contractor assures that it will comply with requirements of WIOA to the extent possible, and in accordance with any final regulation as required by USDOL/DOE. Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and the related regulations as assigned by Escarosa.

The Contractor assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting a practice or procedure, and that Escarosa shall supply the clarification to the contractor.

XVII. ACCOUNTING STANDARDS

The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, does not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XVIII. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between Contractor and Escarosa as defined by the citation of CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 200.501.

The Contractor shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditor. Disallowed costs for funds not expended in accordance with WIOA regulations – as determined in the final resolution of the audit – must be repaid by Contractor from non-federal funds. WIOA and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XIX. RESOLUTION OF COMPLAINT

Escarosa Grievance Procedures remain in effect throughout the contract. The Contractor must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with Contractor staff original signatures are sent to the Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using Contractor procedures only. However, grievances that do concern the Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XX. MAINTENANCE OF RECORDS

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of final payment of the agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the larger period of time.

RECORD'S ACCESSIBILITY

Escarosa, United States Department of Labor, CareerSource Florida, Inc., and/or Department of Economic Opportunity duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXI. TRANSFER OF RECORDS

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa in an acceptable condition for storage.

XXII. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXIII. DEFINITIONS AND ACRONYMS

ESCAROSA	Workforce Escarosa, Inc./CareerSource Escarosa
SRCSB	Santa Rosa County School Board
USDOL	United States Department of Labor
WIB	Workforce Investment Board

DEO	Department of Economic Opportunity
TABE	Test for Adult Basic Education
EF	Employ Florida, State's data entry system
CONTRACTOR	Santa Rosa County School District
WIOA	Workforce Innovation and Opportunity Act, PL 113-129
NPRM	Notice of Proposed Rule Making
TEGL	Training and Employment Guidance Letter

XXIV. PERFORMANCE STANDARDS

The following 2015-2016 federal-state-regional negotiated WIOA Common Measures represent the required performance outcomes associated with this WIOA Youth Program contract. To be deemed successful, the Contractor must achieve, at a minimum, 80% of the "Required Outcome." Contract performance may be adjusted dependent upon final performance standards as set by USDOL and/or the State of Florida with Escarosa for FY 2017-2018. Any adjustments will be noted in writing as a modification to this contract.

<u>WIA Performance Standards</u>	<u>Common Measures</u>	<u>Required Outcome</u>	<u>80%</u>
Placement in Employment or Post-Secondary Education		80.7%	65%
Attainment of Degree or Credential		74.29%	59.43%
Literacy and Numeracy Gains		40.0%	32.0%

XXV. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Contractor will be responsible for reimbursement of those costs to Escarosa.

XXVI. PROGRAM INCOME

Not applicable under this contract.

XXVII. PELL GRANT REDUCTIONS

The PELL Grant policy is not applicable to this contract.

XXVIII. NOTICE AND CONTACT

The name and address of the manager responsible for Escarosa for this contract is:

Sheryl Rehberg
Chief Executive Officer
Workforce Escarosa, Inc.
3670-2A N. L Street
Pensacola, FL 32505

The name and address of the manager responsible for Contractor for this contract is:

Tim Wyrosdick
Superintendent
Santa Rosa County School District
5086 Canal Street
Milton, FL 32570

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXIX. SPONSORSHIP

When sponsoring a program financed wholly or in part by WIOA dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Santa Rosa County School District and CareerSource Escarosa." If the sponsorship reference is in written material, the words "CareerSource Escarosa" shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement **"equal opportunity employer/program"** and that **"auxiliary aids and services are available upon request to individuals with disabilities."**

XXX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with Contractor's procurement guidelines when purchasing necessary items for the administration of this contract.

XXXI. ATTACHMENTS

The below listed documents are included as part of this contract/and as were attached to the proposal:

- *Proposal and Budget, as submitted by Santa Rosa County School District
- *Debarment, Suspension, and Other Responsibility Matters
- *Sworn Statements of Public Entity Crimes
- * TEGL 23-13
- * Escarosa Grievance Procedures
- *Certification of Equal Opportunity and Equal Access
- *Certificate Regarding Lobbying
- *Drug Free Workplace
- *Florida Clean Indoor Air Act
- *ADA Facility Accessibility Assurance Form

XXXII. BYRD ANTI-LOBBYING Amendment (31 U.S.C. 1352)

No funds made available under WIOA shall be used for any political activity, lobbying of federal, state, or local legislatures, to raise funds, or to promote or oppose unionization. The contractor shall assure that no WIOA funds will be used to assist, promote, or deter union organizing.

XXXIII. COPYRIGHT STATEMENT

1. Contracting Agency shall have unlimited rights in:
 - a) Data first produced in the performance of this contract;
 - b) Form, fit, and function data delivered under this contract;
 - c) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract;
 - d) All other data delivered under this contract; and
 - e) Use, release to others, reproduction, distribution, or publication of any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIV. SECTARIAN STATEMENT

The Contractor agrees that participants funded under WIOA shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship. WIOA funds cannot be expended on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

XXXV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The Contractor shall report any violation to the Contract Manager.

XXXVI. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The Contractor shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, while engaged in WIOA Youth Program activities and under contract Workforce Escarosa.

XXXVII. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the Contractor.

XXXVIII. DAVID BACON ACT AS Amended. (40 U.S.C. 3141 – 3148)

Not applicable to this contract.

XXXIX. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701 -3708)

Is not applicable to this contract.

XL. SARBANES-OXLEY ACT OF 2002

The Contractor will comply with the following requirements of the Sarbanes-Oxley Act of 2002:


It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 or Title 18, USC).

It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

XLI. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract with effective dates of July 1, 2018 through June 30, 2019.

SANTA ROSA COUNTY SCHOOL DISTRICT

By: 
Tim Wyrosdick, Superintendent

Date: 6/7/18

WORKFORCE ESCAROSA, INC.

By: 
Sheryl Rehberg, Chief Executive Officer

Date: 06.11.2018

APPROVED IN SESSION

JUN - 7 2018

**SANTA ROSA COUNTY SCHOOL BOARD
SUPERINTENDENT**



SANTA ROSA
COUNTY
DISTRICT
SCHOOLS

RECEIVED

JUN 11 2018

Charlin Knight
Director of Workforce Education

5086 Canal Street • Milton, Florida 32570

Phone • 850.983.5058

Suncom • 689.5058

Fax • 850.983.5067

E-mail • knightc@mail.santarosa.k12.fl.us

June 8, 2018

Workforce Escarosa, Inc.

Attn: Sheryl Rehberg, Chief Executive Director

3670-2A N. "L" Street

Pensacola, FL 32505

Dear Ms. Rehberg:

Enclosed are two original Contracts approved by the Santa Rosa School Board on June 7, 2018. Please sign the documents and mail one of the originals to us for our records.

Thank you for your time. If you have any questions, please contact me.

Sincerely,

Chastity Mitchell

Chastity Mitchell

Secretary | Workforce Education

FAIN #

AA-30737-17-55-A-12

CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND

SANTA ROSA COUNTY SCHOOL DISTRICT
FOR

YOUTH SERVICES
WIOA-2019-2020-02
MODIFICATION #1

APPROVED IN SESSION

AUG 20 2020

SANTA ROSA COUNTY SCHOOL BOARD
SUPERINTENDENT

This contract is funded by the U.S. Department of Labor, passed through the State of Florida,
Department of Economic Opportunity, and Workforce Escarosa, Inc.

Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA322101855A12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No

The following modification shall be made:

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed \$303,003.67 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, Contractor determines that submitted line items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$303,003.67 cannot be over expended. The CFDA # for WIOA is 17.259.

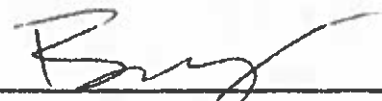
IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT:


The total amount of funds accessible by Contractor under this contract is \$303,003.67 payable only upon receipt of stipulated items in Section II of this contract. The total amount of funds attached to this contract may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

The two parties hereto have entered into this contract modification with an effective date of June 19, 2020.

SANTA ROSA COUNTY SCHOOL
SCHOOL DISTRICT

WORKFORCE ESAROSA, INC.
DBA CAREERSOURCE ESCAROSA

By: 
Tim Wyrosdick, Superintendent

By: 
Marcus L. McBride, PhD
Chief Executive Officer

Date: 8/20/2020

Date: 7/29/2020

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
SANTA ROSA COUNTY SCHOOL DISTRICT
FOR
YOUTH SERVICES
WIOA-2019-2020-02**

**This contract is funded by the U.S. Department of Labor, passed through the State of Florida,
Department of Economic Opportunity, and Workforce Escarosa, Inc.**

**Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA322101855A12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No**

WHEREAS, the Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa, a non-profit corporation, is designated as the Local Workforce Development Board and is charged with the overall duties and responsibilities for the administration of the federal Workforce Innovation and Opportunity Act (WIOA) of 2014 in Escambia and Santa Rosa counties, Florida, Escarosa is in need of certain sub-recipient services more specifically hereafter described; and

WHEREAS, the Santa Rosa County School District (SRCSD) hereinto referred to as "Contractor" has heretofore demonstrated its ability to serve as a service provider of the Workforce Innovation and Opportunity Act (WIOA) Youth funding and to provide such services in accordance with the terms and provisions as presented below.

NOW, THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

1. Contractor shall provide WIOA Youth Program services and outcomes as described below. Services and outcomes shall be in compliance with WIOA as stated and described in their proposal, which is attached and incorporated into this contract.

a. Provide for the outreach and recruitment of in-school youth ages 14 – 21 years of age and out-of-school youth ages 16-24 years of age. All youth must meet eligibility as defined by WIOA and Notice of Proposed Rule Making (NPRM) 681.210-681.250.

b. At least 75% of the participants enrolled shall meet the definition of Out-of-School Youth at the time of WIOA Youth Program eligibility determination and in compliance with the numbers proposed.

c. No less than 75% of expenditures under the contract shall be on Out-of-school youth. Failure to meet the 75% OSY expenditure requirement will result in disallowed cost. Escarosa will determine the amount to be disallowed in accordance with Federal/State guidelines. Any disallowed cost must be repaid to Escarosa from non-federal funds, and must be

paid within thirty (30) days from date of notice of disallowed amount to the Contractor.

d. At least 20% of contract expenditures must be for work experience, which may include staff time associated with developing worksites, worksite agreements and other activities associated with work experience. (TEGL 23-14) All work experience who will be working onsite will need approval form the WIOA Manager.

2. Contractor will coordinate directly with Escarosa Career Center service provider staff regarding WIOA Youth Program Intake and Eligibility Determination requirements.

3. The Contractor shall serve 8 (10%) in-school youth and 72 (90%) out-of-school youth for a total of 80.

4. The Contractor must provide the following services as described in their proposal for the 15 WIOA Youth components. The 15 components are as follows:

- Leadership and Citizenship Skills Training
- Support Services
- Adult Mentoring
- Comprehensive Guidance Counseling which may include drug and alcohol abuse counseling
- Financial Literacy
- Entrepreneurship training
- Career Awareness, Career Counseling and Career Exploration
- Activities to assist youth in transferring to Post-secondary Education
- Occupational Skills Training to lead to/or acquire a credential or post-secondary credential
- Concurrent education and workforce preparation activities and training
- Tutoring/Study Skills and evidence based dropout prevention and/or recovery
- Alternative School services/Drop Out Prevention
- Paid and unpaid work experience which may include such activities as pre-apprenticeship, internships, job shadowing, and on-the-job training
- 12 month – Youth Follow-up Services
- Measurable Skills Gain

5. All services and programs must be in compliance with WIOA final regulations and in accordance with services outlined in the proposal.

6. For all youth who are determined to be basic skills deficient, which shall be defined as having reading, math or language skills below the 9th grade level, basic skills instruction shall be a required component. Until otherwise directed, the Test for Adult Basic Education (TABE) will be used to determine basic skills deficiency, 100% of youth in GED Out Of School dropout recovery programs, will have direct connection for support in career advising and real job experience.

7. Maintain periodic contact, as required, with each participant exiting the program, while providing those same participants with follow-up services for 12 months after exit from a WIOA activity. All contact/follow-up activities must be properly documented in participant files and via EF. As part of staff follow-up activities, each participant must receive at least one of the below listed services:

- a) Counseling
- b) Information on Job Opportunities/Job Clubs
- c) Adult Mentoring/Tutoring
- d) Access to Technology to explore Websites and to facilitate Communications
- e) Youth Day Events
- f) Job Shadowing

Follow-up will be conducted at least once per quarter during the 12-month follow-up period, and so noted in case notes and Employ Florida (EF) State data reporting system.

8. Timely, comprehensive, accurate documentation and data entry of all WIOA youth participant enrollments, status changes, goal sets/attainments, credentialing, outcomes, follow-ups, and career management/job developer counseling notes/information in participant files and via Employ Florida (EF). Anything short of flawless record keeping can negatively impact service provider, regional and state performance.

9. Any/all periodic/ad hoc reports that may be required by Escarosa.

10. Upon termination of the youth from the program, the youth participant's folder shall be transferred to the Escarosa Monitoring Specialist for retention in accordance with federal and state guidelines.

11. All participant information shall be kept confidential. Staff for the Contractor who have access to participant data are required to sign the Individual Non-Disclosure and Confidentiality Certification Form. Signed originals will be maintained by Contractor no later than 30 days after employment under this contract.

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed \$300,000.00 as shown on the copy of the budget summary hereto attached and made a part of this contract. If during the term of the contract, Contractor determines that submitted line items need to be adjusted, than these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$300,000.00 cannot be over expended. The CFDA # for WIOA is 17.259.

2. The amount of this contract may be modified based upon funding amounts for WIOA FY 2019-2020.

3. All monthly invoices must be received by the 15th of the following month for the previous

month's billing.

4. Reimbursement shall be made to Contractor in a timely manner in accordance with Escarosa standard accounting procedures.

5. In order to insure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below 50% at this point in time, Escarosa will contact the contractor to determine why the contract is under-spent. If after consultation with the contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not expended be de-obligated for use elsewhere.

6. To document the 20% work experience expenditure requirement, the contractor may submit the following:

- a. Actual wages/payroll paid to youth in a paid work experience component, and/or
- b. A log/timesheet documenting staff time spent to develop work experience sites; develop and implement work experience agreements; and/or work experience site maintenance, and the cost of staff time tied to these activities.

7. Funds shall not be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II for DEO appropriated funds.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective on July 1, 2019 and continue to midnight on June 30, 2020.

The contract may be renewed for FY 2019-2020, dependent upon performance as required by Escarosa and future funding allocations.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS:

This contract is subject to termination for either party's refusal to comply with Chapter 119, Florida Statutes, the Public Records Law but only with regard to this specific contract and the records utilized in execution of this contract.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties.

VI. EQUAL OPPORTUNITY:

As a condition to the award of financial assistance under WIOA from the Department of Labor with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014 (supersedes Section 188 of the Workforce Investment Act of 1998), including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Veteran's Priority of Service Provisions 38 U.S.C. 4215 and 20 CFR 1010, Equal Treatment for Faith Based Organizations 29CFR 2, subpart D, The American's with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned or subcontracted by Contractor without the prior written consent of Escarosa.

VIII. FUNDING

If the WIOA-funds anticipated to be received by Escarosa under which this contract is funded are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by Contractor to accept any additional conditions that may be imposed by Escarosa at any time. The Contractor understands that substantial alteration of program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT:

The total amount of funds accessible by Contractor under this contract is \$300,000.00 payable only upon receipt of stipulated items in Section II of this contract. The total amount of funds attached to this contract may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

X. TYPE OF CONTRACT

Costs related to youth services will be cost reimbursement, and cannot exceed the total amount of the contract. A copy of the Contractor Budget Summary is attached and made a part of this contract.

XI. INSURANCE

The Contractor is a qualified self-insurer under the regulations set forth in the Florida Statutes for general liability. During the term of this contract Contractor shall maintain a qualified

plan of self-insurance pursuant to Section 768.28, Florida Statutes.

XII. TERMINATION FOR CONVENIENCE

Either party may terminate this contract for convenience by giving the other 30 days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between the notice of termination and date of termination, Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

TERMINATION FOR CAUSE

If Contractor fails to fulfill in a timely manner its obligations under this contract, or if Contractor violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to Contractor of termination or deobligation and specifying the effective date of such action; however, Contractor shall be entitled to payment or reimbursement for all services rendered up to the date of termination.

XIII. PROPERTY/EQUIPMENT CLAUSE

Any equipment (has more than 1 year of life/use) to include chairs, desks, file cabinets, printers, computers, laptops, phones with a unit cost of less than \$500.00 may be purchased by Contractor for use in the WIOA year around program. If the unit cost for any equipment item is \$500 or more, Contractor must consult with Escarosa's Chief Financial Officer, and if applicable, Escarosa Information Technology Director, prior to purchase.

Any equipment that cost \$500 or more, will be considered Escarosa property, will be tagged by Escarosa for inventory purposes, and will be turned over to Escarosa should either party terminate the contract or the contract is not renewed. In addition, Escarosa will review lease versus purchase and will make the final decision and purchase of the equipment. The amount of the purchase/lease of equipment over \$500 shall be automatically deducted from the total amount allowed in the contract and the contract reduced accordingly. This reduction will be provided in writing to Contractor who hereby agrees to reduce the contract by the amount so noted.

The purchase/lease of the equipment will be agreed to by Escarosa and Contractor prior to actual lease/purchase of the items noted in the budget as originally proposed by Contractor.

XIV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under WIOA. No jobs shall be created in a promotional line that will infringe in any way upon the

promotional opportunities of currently employed individuals.

XV. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the contractor. No member of any council under WIOA shall cast a vote on the provision of services by that member or any organization which the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVI. COMPLIANCE WITH WIOA

The Contractor assures that it will comply with requirements of WIOA to the extent possible, and in accordance with any final regulation as required by USDOL/DOE. Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and the related regulations as assigned by Escarosa.

The Contractor assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting a practice or procedure, and that Escarosa shall supply the clarification to the contractor.

XVII. ACCOUNTING STANDARDS

The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, does not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XVIII. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between Contractor and Escarosa as defined by the citation of CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 200.501.

The Contractor shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within 30 days of receipt from its auditor. Disallowed costs for funds not expended in accordance with WIOA regulations – as determined in the final resolution of the audit – must be repaid by Contractor from non-federal funds. WIOA and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XIX. RESOLUTION OF COMPLAINT

Escarosa Grievance Procedures remain in effect throughout the contract. The Contractor must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are placed into the participant's file. Forms with Contractor staff original signatures are sent to the Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using Contractor procedures only. However, grievances that do concern the Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XX. CUSTODIAL RECORDS

The Contractor shall comply with the rules established for records maintenance (119.021, F.S.), retention (2 CFR 200.333), and access (2 CFR 200.336).

Retention

All records pertinent to this agreement, including financial, participant, statistical, audit and property, supporting documentation, shall be retained for a period of five (5) years from the date of final payment of the agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the larger period of time.

Transfer of Records

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa in an acceptable condition for storage.

Access to Records

Escarosa, United States Department of Labor, CareerSource Florida, Inc., and/or Department of Economic Opportunity duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXI. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXII. DEFINITIONS AND ACRONYMS

ESCAROSA	Workforce Escarosa, Inc./CareerSource Escarosa
SRCSB	Santa Rosa County School Board
USDOL	United States Department of Labor
LWDA	Local Workforce Development Area
DEO	Department of Economic Opportunity

TABE	Test for Adult Basic Education
EF	Employ Florida, State's data entry system
CONTRACTOR	Santa Rosa County School District
WIOA	Workforce Innovation and Opportunity Act, PL 113-129
NPRM	Notice of Proposed Rule Making
TEGL	Training and Employment Guidance Letter

XXIII. PERFORMANCE STANDARDS

The following 2015-2016 federal-state-regional negotiated WIOA Common Measures represent the required performance outcomes associated with this WIOA Youth Program contract. To be deemed successful, the Contractor must achieve, at a minimum, 80% of the "Required Outcome." Contract performance may be adjusted dependent upon final performance standards as set by USDOL and/or the State of Florida with Escarosa for FY 2017-2018. Any adjustments will be noted in writing as a modification to this contract.

WIA Performance Standards	Common Measures	Required Outcome	80%
Placement in Employment or Post-Secondary Education		90.00%	72.00%
Employed 2 nd Quarter after Exit		75.00%	60.00%
Employed 4 th Quarter after Exit		70.00%	56.00%
Attainment of Degree or Credential		75.20%	60.00%

XXIV. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Contractor will be responsible for reimbursement of those costs to Escarosa.

XXV. PROGRAM INCOME

Not applicable under this contract.

XXVI. PELL GRANT REDUCTIONS

The PELL Grant policy is not applicable to this contract.

XXVII. NOTICE AND CONTACT

The name and address of the manager responsible for Escarosa for this contract is:

Chief Executive Officer
Workforce Escarosa, Inc.
3670-2A N. L Street
Pensacola, FL 32505

The name and address of the manager responsible for Contractor for this contract is:

Tim Wyrosdick
Superintendent
Santa Rosa County School District
5086 Canal Street
Milton, FL 32570

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXVIII. SPONSORSHIP

When sponsoring a program financed wholly or in part by WIOA dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by Santa Rosa County School District and CareerSource Escarosa." If the sponsorship reference is in written material, the words "CareerSource Escarosa" shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement "**equal opportunity employer/program**" and that "**auxiliary aids and services are available upon request to individuals with disabilities.**"

XXIX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with Contractor's procurement guidelines when purchasing necessary items for the administration of this contract.

XXX. ATTACHMENTS

The below listed documents are included as part of this contract/and as were attached to the proposal:

- *Proposal and Budget, as submitted by Santa Rosa County School District
- *Debarment, Suspension, and Other Responsibility Matters
- *Sworn Statements of Public Entity Crimes
- * TEGL 23-13
- * Escarosa Grievance Procedures
- *Certification of Equal Opportunity and Equal Access
- *Certificate Regarding Lobbying
- *Drug Free Workplace
- *Florida Clean Indoor Air Act
- *ADA Facility Accessibility Assurance Form

XXXI. BYRD ANTI-LOBBYING Amendment (31 U.S.C. 1352)

No funds made available under WIOA shall be used for any political activity, lobbying of federal, state, or local legislatures, to raise funds, or to promote or oppose unionization. The contractor shall assure that no WIOA funds will be used to assist, promote, or deter union organizing.

XXXII. COPYRIGHT STATEMENT

1. Contracting Agency shall have unlimited rights in:
 - a) Data first produced in the performance of this contract;
 - b) Form, fit, and function data delivered under this contract;
 - c) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract;
 - d) All other data delivered under this contract; and
 - e) Use, release to others, reproduction, distribution, or publication of any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIII. SECTARIAN STATEMENT

The Contractor agrees that participants funded under WIOA shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship. WIOA funds cannot be expended on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

XXXIV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), Clean Air Act (42 U.S.C. § 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended. The Contractor shall report any violation to the Contract Manager.

XXXV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The Contractor shall be familiar with and – where applicable – adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Florida Statute 366.80 - 366.85 and 403.519, and the Resource Conservation and Recovery Act (Under RCRA (P.L. 94-580 codified at 42 U.S.C. 6962), while engaged in WIOA Youth Program activities and under contract Workforce Escarosa.

XXXVI. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is

developed in the course of or under this contract in regard to the services proposed and as implemented by the Contractor.

XXXVII. DAVIS BACON ACT AS Amended, (40 U.S.C. 3141 – 3148)

Not applicable to this contract.

XXXVIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701 -3708)

Is not applicable to this contract.

XXXIX. SARBANES-OXLEY ACT OF 2002

The Contractor will comply with the following requirements of the Sarbanes-Oxley Act of 2002:

It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 or Title 18, USC).

It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

XL. PROCUREMENT OF RECOVERED MATERIALS

The Contractor assures Escarosa that it shall comply with all requirements of Section 6002 of the Solid Waste Act, as amended by the Resource Conservation and Recovery Act (2 CFR Appendix II to Part 200 (J)) which includes procuring only items designated in guidelines of the Environment Protection Agency (EPA) that contain the highest percentage of recovered materials practicable and consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XLI. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA, as amended (22 U.S.C. 7104(g))

Not applicable to this contract.

XLII. THE HATCH ACT (5 U.S.C. 1501-1508 and 7324)

The Contractor will comply with the provisions of the Hatch Act, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XLIII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The Contractor assures Escarosa that it shall comply with the provisions of the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act of 1995 (P. L. 103-333 § 508) which states when issuing statements and/or documents describing projects or programs funded in whole or in part with Federal money, Contractor

shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XLIV. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)

Not applicable to this contract.

XLV. ENVIRONMENTAL TOBACCO SMOKE

The Contractor will comply with the provisions of Part C of P.L. 103-227 which prohibits smoking within an indoor facility.

XLVI. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The Contractor assures Escarosa that it shall comply with the provisions of the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act of 1995 (P. L. 103-333 § 507) which states to the greatest extent practicable all equipment and products purchased with funds made available in this Act shall be American-made.


XLVII. CODES OF CONDUCT

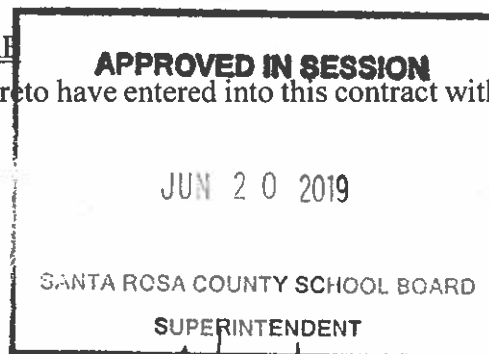
The Contractor assures Escarosa that it shall comply with 29 CFR 95.42 by maintaining written standards of conduct governing the performance and administration of this contract should a real or apparent conflict of interest arise.

XLVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract with effective dates of July 1, 2019 through June 30, 2020.


**SANTA ROSA COUNTY SCHOOL
SCHOOL DISTRICT**

By: 
Tim Wyrosdick, Superintendent



Date: 6/20/19

WORKFORCE ESCAROSA, INC.

By: 
Sheryl Rehberg, Chief Executive Officer

Date: 06.25.19

**CAREERSOURCE ESCAROSA
PROPOSED LINE ITEM BUDGET**

PROGRAM: WORKFORCE INNOVATION AND OPPORTUNITY ACT YOUTH

AGENCY: SRCS

	ADMINISTRATION	DIRECT PROGRAM COSTS	TOTALS
Salaries and Fringes:			
Salaries		130,084.00	
Benefits / Retirement		46,992.00	
Temporary Services			
Total Salaries and Fringes		177,076.00	177,076.00
Travel:			
In District		4,000.00	
Training			
Total Travel			4,000.00
Office Expense			
Communication:			
Telephone			
Cell Phones			
Equipment:			
Equipment (Purchased)		1,000.00	
Equipment Rental		500.00	
Maintenance and Repair			
Insurance			
Office Supplies		2,000.00	
Postage			
Printing			
Professional Fees			
Rent			
Utilities			
Total Office Expenses			3,500.00
Participant Costs			
Assessments		1,000.00	
Educational Materials and Supplies (field trips)		3,140.00	
Incentives		6,360.00	
Transportation Support Service		3,000.00	
Tuition/Exam Fee		3,000.00	
Total Participants Costs			16,500.00
Total Work Experience (Youth Wages)		84,884.00	84,884.00
SUB-TOTAL EXPENSES			285,960.00
Approved Negotiated Indirect Rate 4.68%		14,040.00	14,040.00
OR Administrative Rate 0%			
TOTAL EXPENSES		300,000.00	300,000.00

BUDGET SUMMARY

WORKFORCE INNOVATION AND OPPORUTNITY ACT YOUTH PROGRAM

AGENCY: SRCS

SALARIES & BENEFITS	177,076.00
TRAVEL	4,000.00
OFFICE EXPENSES	3,500.00
PARTICIPANTS COSTS	16,500.00
WORK EXPERIENCE/WAGES	84,884.00
	<u>\$285,960.00</u>
APPROVED NEGOTIATED INDIRECT RATE	14,040
ADMINISTRATIVE RATE	
TOTAL EXPENDITURES	\$300,000

	<u>AMOUNT</u>	<u>PERCENTAGE</u>
YOUTH WORK EXPERIENCE	119,987	40%

To meet the 20% Work Experience expenditure Rate, and if you will charge staff time to this expenditure requirement, please provide the staff positions and costs associated with staff that will be tied to Work Experience. This amount should be included in the total staff salaries and benefits costs and is not in addition to those costs.

Staff Name and Title	FTE	Projected Hours	Cost Per Hour – (including benefits)	Total Expenditures
Susie Lewis Career Specialist Program Coordinator	No	3 per week (111 hours total)	\$51.18	\$5,681
Bruce Predmore Career Specialist 1	Yes	7.5 per week (277.5 hours total)	\$42.10	\$11,683
Amanda Coleman Career Specialist 2	Yes	7.5 per week (277.5 hours total)	\$40.86	\$11,339
Judy Moon Paraprofessional Program Assistant	Yes	7.5 per week (277.5 hours total)	\$23.06	\$6,400.00
Total				\$35,103

CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
FOR YOUTH SERVICES WIOA-2019-2020-03

This contract is funded by the U.S. Department of Labor, passed through the State of Florida, Department of Economic Opportunity (DEO), and Workforce Escarosa, Inc.

Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA322101855A12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No

WHEREAS, Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa, a non-profit corporation, is designated as the Local Workforce Development Area (LWDA) and is charged with the overall duties and responsibilities for the administration of the federal Workforce Innovation and Opportunity Act (WIOA) of 2014 in Escambia and Santa Rosa counties, Florida, Escarosa is in need of certain sub-recipient services more specifically hereafter described; and

WHEREAS, the School Board of Escambia County, Florida, hereinto referred to as "Contractor" has heretofore demonstrated its ability to serve as a service provider of the Workforce Innovation and Opportunity Act (WIOA) funding and to provide such services and is willing to do so, in accordance with the terms and provisions as presented below.

NOW, THEREFORE, the parties hereto mutually covenant one with the other as follows:

I. STATEMENT OF WORK

1. Contractor shall provide WIOA Youth Program services and outcomes as described below. Services and outcomes shall be in compliance with WIOA as stated and described in their proposal, which is attached and incorporated into this contract.
 - a. Provide for the outreach and recruitment of in-school youth fourteen through twenty-one (14-21) years of age and out-of-school youth sixteen through twenty-four (16-24) years of age. All youth must meet eligibility as defined by WIOA and Notice of Proposed Rule Making (NPRM) 681.210-681.250.
 - b. At least seventy-five percent (75%) of the participants enrolled shall meet the definition of Out-of-School Youth (OSY) at the time of WIOA Youth Program eligibility determination and in compliance with the numbers proposed.
 - c. No less than seventy-five percent (75%) of expenditures under the contract shall be on OSY. Failure to meet the seventy-five percent (75%) OSY expenditure requirement will result in disallowed cost. Escarosa will determine the amount to be disallowed in accordance with Federal/State guidelines. Any disallowed cost must be repaid to Escarosa from non-federal funds, and must be paid within thirty (30) days from date of notice of disallowed amount to the Contractor.
 - d. At least twenty percent (20%) of contract expenditures must be for work experience, which may include staff time associated with developing worksites, worksite

agreements and other activities associated with work experience. (TEGL 23-14) All work experience participants who will be working for the Contractor onsite will need approval from the WIOA Manager.

2. Contractor shall coordinate directly with Escarosa Career Center service provider staff regarding WIOA Youth Program Intake and Eligibility Determination requirements.
3. The Contractor shall serve zero (0) in-school youth and forty (40) or one hundred percent (100%) out-of-school youth in addition to the forty-one (41) out-of-school youth carrying over from the 2018-19 fiscal year for a total of eighty-one (81) students.
4. The Contractor must provide the following services as described in its proposal for the fifteen (15) WIOA Youth components. The fifteen (15) components are as follows:
 - a. Leadership and citizenship skills training
 - b. Support services
 - c. Adult mentoring
 - d. Comprehensive guidance counseling which may include drug and alcohol abuse counseling
 - e. Financial literacy
 - f. Entrepreneurship training
 - g. Career awareness, career counseling and career exploration
 - h. Activities to assist youth in transferring to post-secondary education
 - i. Occupational skills training to lead to/or acquire a credential or post-secondary credential
 - j. Concurrent education and workforce preparation activities and training
 - k. Tutoring/study skills and evidence-based dropout prevention and/or recovery
 - l. Alternative school services/dropout prevention
 - m. Paid and unpaid work experience which may include such activities as pre-apprenticeship, internships, job shadowing, and on-the-job training
 - n. Twelve (12) month-youth follow-up services
 - o. Measurable skills gain
5. All services and programs must be in compliance with WIOA final regulations and in accordance with services outlined in the proposal.
6. For all youth who are determined to be basic skills deficient, which shall be defined as having reading, math or language skills below the ninth (9th) grade level, basic skills instruction shall be a required component. Until otherwise directed, the Test for Adult Basic Education (TABE) will be used to determine basic skills deficiency. One hundred percent (100%) of youth in GED[®] Out-of-School dropout recovery programs will have a direct connection for support in career advising and real job experience.
7. The Contractor shall maintain periodic contact, as required, with each participant exiting the program while providing those same participants with follow-up services for twelve (12) months after exit from a WIOA activity. All contact/follow-up activities must be properly documented in participant files and via Employ Florida (EF) State data reporting system. As part of staff follow-up activities, each participant must receive at least one of the below listed services:

- a. Counseling
- b. Information on job opportunities/job clubs
- c. Adult mentoring/tutoring
- d. Access to technology to explore websites and to facilitate communications
- e. Youth day events
- f. Job shadowing

Follow-up will be conducted at least once per quarter during the twelve (12)-month follow-up period and so noted in case notes and EF.

8. Timely, comprehensive, accurate documentation and data entry of all WIOA youth participant enrollments, status changes, goal sets/attainments, credentialing, outcomes, follow-ups, and career management/job developer counseling notes/information shall be placed in participant files and entered via EF. Incorrect record keeping can negatively impact service provider's regional and state performance.

9. The Contractor shall complete any/all periodic/ad hoc reports that may be required by Escarosa.

10. Upon termination of the youth from the program, the youth participant's folder shall be transferred to Escarosa for retention in accordance with federal and state guidelines.

11. All participant information shall be kept confidential. Staff for the Contractor who have access to participant data are required to sign the Individual Non-Disclosure and Confidentiality Certification Form. Signed originals will be maintained by Contractor no later than thirty (30) days after employment under this contract.

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed three hundred fifteen thousand dollars (\$315,000.00) as shown on the copy of the budget summary hereto attached. (Addendum) If during the term of the contract, Contractor determines that submitted line items need to be adjusted, these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$315,000.00 cannot be over expended.

2. The amount of this contract may be modified based upon funding amounts for WIOA fiscal year 2019-2020.

3. All monthly invoices must be received by the fifteenth (15th) of the following month for the previous month's billing. All invoices must be submitted electronically with support services documentation attached.

4. Reimbursement shall be made to Contractor in a timely manner in accordance with Escarosa standard accounting procedures.

5. In order to ensure funds are not lost to the region, contract expenditures will be reviewed during the mid-contracting period. If expenditures are below fifty percent (50%) at this point in time, Escarosa will contact the Contractor to determine why the contract is under-spent. If after

consultation with the Contractor it is determined that the full contract amount will not be expended, a recommendation may be made to the Escarosa Finance Committee that the funds not expended be deobligated for use elsewhere.

6. To document the twenty percent (20%) work experience expenditure requirement, the contractor may submit the following:

- a. Actual wages/payroll paid to youth in a paid work experience component, and/or
- b. A log/timesheet documenting staff time spent to develop work experience sites; develop and implement work experience agreements; and/or work experience site maintenance, and the cost of staff time tied to these activities.

7. Funds shall not be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II for DEO appropriated funds.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective retroactively from July 1, 2019 and continue to midnight on June 30, 2020.

The contract may be renewed for fiscal years 2020-2021 and 2021-2022 dependent upon performance as required by Escarosa and future funding allocations. Annual renewals will be made by amendments to this contract. Amendments will reflect new budgets and/or other applicable areas of the contract.

Payments will be made for expenditures incurred up to the date of termination or expiration of the contract. The final request for reimbursement must be received by Escarosa within thirty (30) days from termination or expiration of the contract.

IV. PUBLIC RECORDS

This contract is subject to termination for either party's refusal to comply with Chapter 119, F. S., Public Records Law but only with regard to this specific contract and the records utilized in execution of this contract.

V. MODIFICATION UNILATERALLY

This contract may only be modified by written agreement executed by all parties.

VI. EQUAL OPPORTUNITY

As a condition to the award of financial assistance under WIOA from the Department of Labor with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act of 2014 which supersedes Section 188 of the Workforce Investment Act of 1998, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as

amended; Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended; the Veterans Priority of Service Provisions 38 USC 4215 and 20 CFR 1010; the Equal Treatment for Faith Based Organization 29 CFR 2 subpart d; the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37. The United States has the right to seek judicial enforcement of this assurance.

VII. PROVISIONS AGAINST ASSIGNMENT

Neither this contract nor the services hereunder provided for may be assigned or subcontracted by Contractor without the prior written consent of Escarosa.

VIII. FUNDING

If the WIOA funds anticipated to be received by Escarosa under which this contract is funded are suspended or terminated in whole or changes in part, the corresponding funding for this contract shall be suspended or terminated in whole or in part. Unearned payments under this contract may be suspended or terminated upon refusal by Contractor to accept any additional conditions that may be imposed by Escarosa at any time. The Contractor understands that substantial alteration of program aspects of this contract may be required as a result of changes in the enabling legislation and/or related funding allocations.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT

The total amount of funds accessible by Contractor under this contract is three hundred fifteen thousand dollars (\$315,000.00) payable only upon receipt of stipulated items in Section II of this contract. The total amount of funds attached to this contract may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

X. TYPE OF CONTRACT

Costs related to youth services will be cost reimbursement and cannot exceed the total amount of the contract. A copy of the Contractor budget summary is attached and made a part of this contract. (Addendum)

XI. INSURANCE

The Contractor is a qualified self-insurer under the regulations set forth in the Florida Statutes for general liability. During the term of this contract Contractor shall maintain a qualified plan of self-insurance pursuant to Section 768.28, F. S.

XII. TERMINATION FOR CONVENIENCE AND CAUSE

1. Convenience

Either party may terminate this contract for convenience by giving the other thirty (30) days written notice prior to the effective date of termination. The termination notice must be in writing and signed by the authorized agent of the terminating party. During the interim between

the notice of termination and date of termination, Escarosa will pay only those costs incurred pursuant to normal operations as set out in the contract between the two parties.

2. Cause

If Contractor fails to fulfill in a timely manner its obligations under this contract, or if Contractor violates any of the covenants, agreements, or stipulations of this contract, Escarosa thereupon has the right at its option to deobligate funds or terminate this contract by giving written notice to Contractor of termination or deobligation and specifying the effective date of such action; however, Contractor shall be entitled to payment or reimbursement for all services rendered up to the date of termination.

XIII. PROPERTY/EQUIPMENT CLAUSE

Any equipment (has more than one (1) year of life/use) to include chairs, desks, file cabinets, printers, computers, laptops, and phones with a unit cost of less than five hundred dollars (\$500) may be purchased by Contractor for use in the WIOA year around program. If the unit cost for any equipment item is five hundred dollars (\$500) or more, Contractor must consult with Escarosa's Chief Financial Officer, and if applicable, Escarosa Information Technology Director, prior to purchase.

Any equipment that costs five hundred dollars (\$500) or more, will be considered Escarosa property, will be tagged by Escarosa for inventory purposes, and will be turned over to Escarosa should either party terminate the contract or the contract is not renewed. In addition, Escarosa will review lease versus purchase and will make the final decision on purchase of the equipment. The amount of the purchase/lease of equipment over five hundred dollars (\$500) shall be automatically deducted from the total amount allowed in the contract and the contract reduced accordingly. This reduction will be provided in writing to Contractor who hereby agrees to reduce the contract by the amount so noted.

The purchase/lease of the equipment will be agreed to by Escarosa and Contractor prior to actual lease/purchase of the items noted in the budget as originally proposed by Contractor.

XIV. MAINTENANCE OF EFFORT

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No participant shall be employed or fill a job opening (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under WIOA. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

XV. CONFLICT OF INTEREST

An executive, officer, agent or representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an

act reimbursed in whole or in part by the Contractor. No member of any council under WIOA shall cast a vote on the provision of services by that member or any organization which the member directly represents or vote on any matter which would provide direct financial benefit to that member.

XVI. COMPLIANCE WITH WIOA

The Contractor assures that it will comply with requirements of WIOA to the extent possible, and in accordance with any final regulation as required by the United States Department of Labor (USDOL) and the United States Department of Education (DOE). Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and the related regulations as assigned by Escarosa.

The Contractor assures that clarification will be sought from Escarosa on any policy, law, rule, regulation, or directive that is not clearly understood prior to adopting a practice or procedure, and that Escarosa shall supply the clarification to the contractor.

XVII. ACCOUNTING STANDARDS

The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices.

In the event that the books and records used by the Contractor, as determined in the monitoring or the audit report in accounting for expenses incurred under this agreement, does not meet the minimum standards of accepted accounting practices and records management of the administrative entity, Escarosa reserves the right to withhold any or all its funding until such time as standards are met. The administrative entity may withhold payment due under a later agreement to offset disallowed costs identified under an earlier agreement.

XVIII. AUDITS RIGHT CLAUSE

This contract creates a sub-recipient relationship between Contractor and Escarosa as defined by the citation of CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 200.501.

The Contractor shall forward a copy of its Financial Audit and Single Audit (if required) to Escarosa within thirty (30) days of receipt from its auditor. Disallowed costs for funds not expended in accordance with WIOA regulations – as determined in the final resolution of the audit – must be repaid by Contractor from non-federal funds. WIOA and/or other federal program funding cannot be used to repay disallowed costs associated with this service provider contract. Escarosa may withhold funds from future deliverables or cost reimbursement requests pending resolution of disallowed costs.

XIX. RESOLUTION OF COMPLAINT

Escarosa Grievance Procedures remain in effect throughout the contract. The Contractor must ensure that all staff and program participants who may benefit financially from this contract have read and have signed a copy of those Grievance Procedures. An authorized staff member must also sign each form as witness. Forms with the program participant's original signature are

placed into the participant's file. Forms with Contractor staff original signatures are sent to the Escarosa Equal Opportunity Officer for file.

Grievances not involving Escarosa funded programs/activities will be processed using Contractor procedures only. However, grievances that do concern the Escarosa or its programs/activities must be processed in accordance with Escarosa grievance procedures.

XX. CUSTODIAL RECORDS

The Contractor shall comply with the rules established for records maintenance (119.021, F.S.), retention (2 CFR 200.333), and access (2 CFR 200.336.)

Retention Requirements

All records pertinent to this agreement, including financial, participant, statistical, audit and property and supporting documentation shall be retained for a period of five (5) years from the date of final payment of the agreement or until all audits are complete and findings on all claims have been finally resolved, whichever is the larger period of time.

Transfer of Records

If the Contractor is not able to retain the necessary records, such records shall be transferred to Escarosa in an acceptable condition for storage.

Access to Records

Escarosa, United States Department of Labor, CareerSource Florida, Inc., and/or Department of Economic Opportunity duly authorized personnel have the right to access, examine, and make excerpts, copies or transcripts from all records pertaining to this contract, both fiscal and programmatic, at any time during the course of this contract or during the required retention period or as long as the records are retained, whichever is later.

XXI. SUB-AGREEMENTS

Sub-agreements are not applicable.

XXII. DEFINITIONS AND ACRONYMS

ESCAROSA	Workforce Escarosa, Inc./CareerSource Escarosa
USDOL	United States Department of Labor
LWDA	Local Workforce Development Area
DEO	Department of Economic Opportunity
TABE	Test for Adult Basic Education
EF	Employ Florida, State's data entry system
CONTRACTOR	School Board of Escambia County
WIOA	Workforce Innovation and Opportunity Act, PL 113-129
NPRM	Notice of Proposed Rule Making
TEGL	Training and Employment Guidance Letter

XXIII. PERFORMANCE STANDARDS

The following 2018-2019 federal-state-regional negotiated WIOA Common Measures represent the required performance outcomes associated with this WIOA Youth Program contract. To be deemed successful, the Contractor must achieve, at a minimum, eighty percent (80%) of the "Required Outcome." Contract performance may be adjusted dependent upon final performance standards as set by USDOL and/or the State of Florida with Escarosa for FY 2018-2019. Any adjustments will be noted in writing as a modification to this contract.

<u>WIOA Performance Standard</u>	<u>Common Measures</u>	<u>Required Outcome</u>	<u>Minimum Outcome (80%)</u>
Placement in Employment or Post-Secondary Education		90.00%	72.00%
Employed 2 nd Quarter after Exit		75.00 %	60.00%
Employed 4 th Quarter after Exit		70.00%	56.00%
Attainment of Degree or Credential		75.20%	60.00%

XXIV. DISALLOWED COSTS

Should disallowed costs be confirmed as determined by Escarosa, State, or Federal monitors, Contractor will be responsible for reimbursement of those costs to Escarosa.

XXV. PROGRAM INCOME

Not applicable under this contract.

XXVI. PELL GRANT REDUCTIONS

The PELL Grant policy is not applicable to this contract.

XXVII. NOTICE AND CONTACT

The name and address of the manager responsible for Escarosa for this contract is:

Chief Executive Officer
Workforce Escarosa, Inc.
3670-2A N. L Street
Pensacola, FL 32505

The name and address of the manager responsible for Contractor for this contract is:

Dr. Michelle Taylor
Workforce Education Director
30 E. Texar Drive
Pensacola, FL 32503

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

XXVIII. SPONSORSHIP

When sponsoring a program financed wholly or in part by WIOA dollars, including funds obtained through this contract, the service provider assures that all notices, informational pamphlets, research reports, press releases, advertisements, descriptions of the sponsorship of the program and similar public notices prepared and released by the service provider shall include the statement "Sponsored by School Board of Escambia County and CareerSource Escarosa." If the sponsorship reference is in written material, the words "CareerSource Escarosa" shall appear in the same size letters or type as the name of the organization.

All printed materials distributed to the public shall include the statement "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

XXIX. PROCUREMENT OF SUPPLIES

Procurement procedures shall be in accordance with Contractor's procurement guidelines when purchasing necessary items for the administration of this contract.

XXX. ATTACHMENTS

The below listed documents are included as part of this contract:

- a. Proposed Line Item Budget
- b. Modification 1
- c. Escambia School District Risk Management Addendum (Regular)
- d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- e. State of Florida Vendor Certification Regarding Scrutinized Companies Lists
- f. Escambia School District Public Records Addendum
- g. Workforce Escarosa, Inc. dba CareerSource Escarosa Workforce Innovation and Opportunity Act (WIOA) Request for Proposals – Youth Services Program Years 2019-2022 including the following certifications:
 1. Certification of Equal Opportunity and Equal Access
 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts
 3. Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
 4. Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreement
 5. Drug-Free Workplace
 6. Certification Regarding the Florida Clean Indoor Air Act
 7. ADA Facility Accessibility Assurance Form
 8. CareerSource Escarosa Grievance/Complaint Hearing/Appeal Procedures
 9. Letter of Support – Monica Howard, Somethin' 2 Talk About Salon
 10. Letter of Support – Dalton, Ghigliotty, Rich's Car Wash

XXXI. BYRD ANTI-LOBBYING Amendment (31 U.S.C. 1352)

No funds made available under WIOA shall be used for any political activity, lobbying of federal, state, or local legislatures, to raise funds or to promote or oppose unionization. The contractor shall assure that no WIOA funds will be used to assist, promote or deter union organizing.

XXXII. COPYRIGHT STATEMENT

Contracting Agency shall have unlimited rights in

- a. data first produced in the performance of this contract;
- b. form, fit, and function data delivered under this contract;
- c. data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract;
- d. all other data delivered under this contract; and
- e. use, release to others, reproduction, distribution, or publication of any data first produced or specifically used by the Contractor in the performance of this contract.

XXXIII. SECTARIAN STATEMENT

The Contractor agrees that participants funded under WIOA shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship. WIOA funds cannot be expended on the construction, operation or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

XXXIV. CLEAN AIR ACT

The Contractor assures Escarosa that it shall comply with all applicable standards, orders, or requirements issued under Sections 300 and 508 of the Clean Air Act, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), Clean Air Act (42 U.S.C. § 7401 et seq.), and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended. The Contractor shall report any violation to the Contract Manager.

XXXV. FLORIDA ENERGY POLICY AND CONSERVATION ACT

The Contractor shall be familiar with and where applicable-adhere with mandatory standards and policies relating to energy efficiency as discussed in the state energy conservation plan issued in compliance with the Florida Energy Efficiency and Conservation Act, F. S. 366.80 – 366.83 and 403.519 and the Resource Conservation and Recovery Act (Under RCRA (P.L. 94-580 codified at 42 U.S.C. 6962); while engaged in WIOA Youth program activities and under contract with Workforce Escarosa.

XXXVI. PATENT RIGHTS CLAUSE

Escarosa shall have sole patent rights to any discovery or invention that arises or is developed in the course of or under this contract in regard to the services proposed and as implemented by the Contractor.

XXXVII. DAVIS-BACON ACT as Amended, (40 U.S.C. 3141 – 3148)

Not applicable to this contract.

XXXVIII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701 - 3708)

Not applicable to this contract.

XXXIX. SARBANES-OXLEY ACT OF 2002

The Contractor will comply with the following requirements of the Sarbanes-Oxley Act of 2002:

It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (18 U.S.C. 1513).

It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (18 U.S.C. 1512).

XL. PROCUREMENT OF RECOVERED MATERIALS

The Contractor assures Escarosa that it shall comply with all requirements of Section 6002 of the Solid Waste Act, as amended by the Resource Conservation and Recovery Act (2 CFR Appendix II to Part 200 (J)) which includes procuring only items designated in guidelines of the Environment Protection Agency (EPA) that contain the highest percentage of recovered materials practicable and consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XLI. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (TVPA, as amended (22 U.S.C. 7104(g))

Not applicable to this contract.

XLII. THE HATCH ACT (5 U.S.C. 1501-1508 and 7324)

The Contractor will comply with the provisions of the Hatch Act, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XLIII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The Contractor assures Escarosa that it shall comply with the provisions of the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act of 1995 (P. L. 103-333 § 508) which states when issuing statements and/or documents describing projects or programs funded in whole or in part with Federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

XLIV. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)

Not applicable to this contract.

XLV. ENVIRONMENTAL TOBACCO SMOKE

The Contractor will comply with the provisions of Part C of P.L. 103-227 which prohibits smoking within an indoor facility.

XLVI. PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The Contractor assures Escarosa that it shall comply with the provisions of the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriation Act of 1995 (P. L. 103-333 § 507) which states to the greatest extent practicable all equipment and products purchased with funds made available in this Act shall be American-made.

XLVII. CODES OF CONDUCT

The Contractor assures Escarosa that it shall comply with 29 CFR 95.42 by maintaining written standards of conduct governing the performance and administration of this contract should a real or apparent conflict of interest arise.

The attached addenda entitled, "ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM", "ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)" and "CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION" are hereby agreed to by Escarosa and are fully incorporated herein.

CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
FOR YOUTH SERVICES WIOA-2019-2020-03

XLVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract which is retroactively effective from July 1, 2019 through June 30, 2020.

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

CAREERSOURCE ESCAROSA, INC.

By: Patricia Hightower
Patricia Hightower, Chair

By: Sheryl Renberg
Sheryl Renberg, Chief Executive Officer

Date: 7-17-19

Date: 08.22.19

Attest:

By: Malcolm Thomas
Malcolm Thomas, Superintendent

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JUL 16 2019

APPROVED FOR LEGAL CONTENT
FOR 9/14/2019 AGENDA

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

JUN 25 2019
[Signature]
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
CHILDREN'S HOME SOCIETY OF FLORIDA
FOR
YOUTH SERVICES**

**CONTRACT RENEWAL #1
#WIOA-2020-2021-01
CONTRACT PERIOD: JULY 1, 2020-JUNE 30, 2021**

This contract is funded by the U.S. Department of Labor, passed through the State of Florida, Department of Economic Opportunity, and Workforce Escarosa, Inc.

**Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA-33223-19-55-A-12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No**

Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa agrees to renew its contract with Children's Home Society of Florida for youth services. This contract renewal corresponds with amendments made to **Contract #WIOA-2019-2020-01** as follows:

Federal Award Identification Number (FAIN): See above.

II. METHOD AND TIME PAYMENT, 2.

The amount of this contract may be modified based upon funding amounts for WIOA fiscal year 2020-2021.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective retroactively from July 1, 2020 and continue to midnight on June 30, 2021.


The contract may be renewed for fiscal year 2021-2022 dependent upon performance as required by Escarosa and future funding allocations. Annual renewals will be made by amendments to this contract. Amendments will reflect new budgets and/or other applicable areas of the contract.

All other terms and conditions of Contract #WIOA-2019-2020-01 shall remain in full force and effect and be performed at the level specified in it.

XLVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract which is retroactively effective from July 1, 2020 through June 30, 2021.

**CHILDREN'S HOME SOCIETY
OF FLORIDA**

By: 
Kimberly Cook
Chief Operations Officer

Date: 6/29/2020

CAREERSOURCE ESCAROSA, INC.

By: 
Marcus L. McBride, PhD
Chief Executive Officer

Date: 07/01/2020

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
CHILDREN'S HOME SOCIETY OF FLORIDA
FOR
YOUTH SERVICES**

**CONTRACT RENEWAL #2
#WIOA-2021-2022-01
CONTRACT PERIOD: JULY 1, 2021-JUNE 30, 2022**

This contract is funded by the U.S. Department of Labor, passed through the State of Florida, Department of Economic Opportunity, and Workforce Escarosa, Inc.

**Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA-33223-19-55-A-12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No**

Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa agrees to renew its contract with Children's Home Society of Florida for youth services. This contract renewal corresponds with amendments made to **Contract #WIOA-2019-2020-01** as follows:

I. STATEMENT OF WORK

3. The Contractor shall serve a total of 93 youth:
- **68 youth in Escambia County**
17 (25%) in-school youth / 51 (minimum of 75%) out-of-school youth
 - **25 youth in Santa Rosa County**
6 (25%) in-school youth / 19 (minimum of 75%) out-of-school youth

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed \$353,206.18 as shown on the copy of the budget summary hereto attached and made a part of this contract renewal. If during the term of the contract renewal, Contract determines that submitted line items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$353,206.18 cannot be over expended.
2. The amount of this contract may be modified based upon funding amounts for WIOA fiscal year 2021-2022.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective retroactively from July 1, 2021 and continue to midnight on June 30, 2022.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT

The total amount of funds accessible by Contractor under this contract renewal is \$353,206.18 payable only upon receipt of stipulated items in Section II of Contract #WIOA-2019-2020-01. The total amount of funds attached to this contract renewal may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

XXVIII. NOTICE AND CONTRACT

The name and address of the manager responsible for Escarosa for this contract renewal is:

Dr. Marcus L. McBride
Chief Executive Officer
Workforce Escarosa, Inc. dba CareerSource Escarosa
6913 N. 9th Avenue
Pensacola, FL 32504

The name and address of the manager responsible for Contractor for this contract renewal is:

Lindsey Cannon
Regional Executive Director, Western and Emerald Coast
Children's Home Society of Florida
17 S. DeVilliers Street
Pensacola, FL 32502

In the event that different representatives are designated by either party after execution of this contract renewal, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract renewal.

All other terms and conditions of Contract #WIOA-2019-2020-01 shall remain in full force and effect and be performed at the level specified in it.

XLVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract which is retroactively effective from July 1, 2021 through June 30, 2022.

**CHILDREN'S HOME SOCIETY
OF FLORIDA**

By: 
Kimberly Cook
~~Lindsey Cannon~~
~~Regional Executive Director~~

Kymberly Cook, COO

Date: 8/11/2021

CAREERSOURCE ESCAROSA, INC.

By: 
Dr. Marcus L. McBride
Chief Executive Officer

Date: _____

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
SANTA ROSA COUNTY SCHOOL DISTRICT
FOR
YOUTH SERVICES**

**CONTRACT RENEWAL #2
#WIOA-2021-2022-02
CONTRACT PERIOD: JULY 1, 2021-JUNE 30, 2022**

This contract is funded by the U.S. Department of Labor, passed through the State of Florida, Department of Economic Opportunity, and Workforce Escarosa, Inc.

**Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA-33223-19-55-A-12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No**

Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa agrees to renew its contract with the Santa Rosa County School District for youth services. This contract renewal corresponds with amendments made to Contract #WIOA-2019-2020-02 as follows:

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed \$276,417.19 as shown on the copy of the budget summary hereto attached and made a part of this contract renewal. If during the term of the contract renewal, Contractor determines that submitted line items need to be adjusted, then these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of \$276,417.19 cannot be over expended.

2. The amount of this contract renewal may be modified based upon funding amounts for WIOA fiscal year 2021-2022.

III. COMPENSATION AND TIME PERIOD

This service provider contract renewal shall become effective retroactively from July 1, 2021 and continue to midnight on June 30, 2022.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT:

The total amount of funds accessible by Contractor under this contract renewal is \$276,417.19 payable only upon receipt of stipulated items in Section II of Contract #WIOA-2019-2020-02. The total amount of funds attached to this contract renewal may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by Escarosa. Changes to contract budgets are executed via written contract modifications.

XXIII. PERFORMANCE STANDARDS

The following 2018-2019 federal-state-regional negotiated WIOA Common Measures represent the required performance outcomes associated with this WIOA Youth Program contract.

To be deemed successful, the Contractor must achieve, at a minimum, eighty percent (80%) of the "Required Outcomes." Contract performance may be adjusted dependent upon final performance standards as set by USDOL and/or the State of Florida with Escarosa for FY 2018-2019. Any adjustments will be noted in writing as a modification to this contract.

XXVIII. NOTICE AND CONTACT

The name and address of the manager responsible for Escarosa for this contract is:

Dr. Marcus L. McBride
Chief Executive Officer
Workforce Escarosa, Inc. dba CareerSource Escarosa
6913 N. 9th Avenue
Pensacola, FL 32504

The name and address of the manager responsible for Contractor for this contract is:

Dr. Karen Barber
Superintendent
Santa Rosa County School District
5086 Canal Street
Milton, FL 32570

In the event that different representatives are designated by either party after execution of this contract renewal, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract renewal.

All other terms and conditions in Contract #WIOA-2019-2020-02 shall remain in full force and effect and be performed at the level specified in it.

XLVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract, which is retroactively effective from July 1, 2021 through June 30, 2022.

**SANTA ROSA COUNTY
SCHOOL DISTRICT**

By: 
Dr. Karen Barber, Superintendent

Date: 8/19/2021


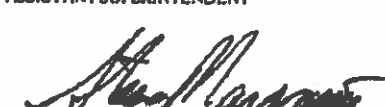
CAREERSOURCE ESCAROSA, INC.

By: 
Dr. Marcus L. McBride, Chief Executive Officer

Date: 8/4/2021

AUG 19 2021

**SANTA ROSA COUNTY SCHOOL BOARD
SUPERINTENDENT**

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1. K.1.	
TITLE Amendment to the Contract Between Workforce Escarosa, Inc. dba CareerSource Escarosa and the School Board of Escambia County, Florida for Youth Services WIOA-2020-2021-03		SUBMITTED BY: Dr. Michelle Taylor, Director, Workforce Education	
PERIOD OF GRANT/CONTRACT/REQUEST July 1, 2020 - June 30, 2021	FUNDING SOURCE WIOA Funds	PROJECT COORDINATOR AND DEPARTMENT Thomas Rollins, Principal, George Stone Tech. College	
AMOUNT OF FUNDING REQUEST \$315,000	<i>Is amount more, less or same as last year?</i> Same	TOTAL PROJECT \$315,000	<i>Is the amount more, less or same as last year?</i> Same
PURPOSE To provide education and training for economically disadvantaged participants through the Workforce Innovation and Opportunity Act (WIOA) of 2014 Youth Programs. The 2020-2021 fiscal year is the second year of this three- (3) year grant. The original contract was approved in July of 2019 - V.b.1.K.1			
IMPLEMENTATION PLAN The School District shall serve out-of-school youth during the 2020-2021 school year.			
PARTICIPATING SCHOOLS/AGENCIES All district high schools and George Stone Technical College CareerSource Escarosa, Inc.			
ACTION REQUIRED Board Approval			
STRATEGIC ALIGNMENT - Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan. PILLAR: Quality GOAL: GOAL Q.1: To increase rigor at all levels MEASURABLE OBJECTIVE: Q.1.9. Increase the enrollment of Adult Basic Education/General Educational development students by 5%.			
DIRECTOR 		DATE 08 JUL 2020	
ASSISTANT SUPERINTENDENT 		DATE 6/17/2020	DATE OF BOARD APPROVAL APPROVED ESCAMBIA COUNTY SCHOOL BOARD

Revised: January 2019

Retention: 5 years

JUL 21 2020

 MALCOLM THOMAS, SUPERINTENDENT
 VERIFIED BY RECORDING SECRETARY

**AMENDMENT TO THE CONTRACT
BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
FOR
YOUTH SERVICES**

**CONTRACT RENEWAL #1
#WIOA-2020-2021-03
CONTRACT PERIOD: JULY 1, 2020-JUNE 30, 2021**

This contract is funded by the U.S. Department of Labor, passed through the State of Florida, Department of Economic Opportunity, and Workforce Escarosa, Inc.

Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA-33223-19-55-A-12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No

This amendment pertains to the agreement between Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa and The School Board of Escambia County, Florida for Youth Services dated effective July 1, 2019, as follows:

Federal Award Identification Number (FAIN): See above.

II. METHOD AND TIME PAYMENT, 2.

The amount of this contract may be modified based upon funding amounts for WIOA fiscal year 2020-2021.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective retroactively from July 1, 2020 and continue to midnight on June 30, 2021.

The contract may be renewed for fiscal year 2021-2022 dependent upon performance as required by Escarosa and future funding allocations. Annual renewals will be made by amendments to this contract. Amendments will reflect new budgets and/or other applicable areas of the contract.

XXVII. NOTICE AND CONTACT

The name and address of the manager responsible for Contractor for this contract is:

Steven Harrell
Workforce Education Director
30 E. Texar Drive
Pensacola, FL 32503

All other terms and conditions of Contract #WIOA-2019-2020-03 shall remain in full force and effect and be performed at the level specified in it.

XLVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract which is retroactively effective from July 1, 2020 through June 30, 2021.

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

CAREERSOURCE ESCAROSA, INC.

By: Patricia Hightower
Patricia Hightower, Chair

By: M. McBride
Marcus McBride, PhD, Chief Executive
Officer

Date: 7-22-2020

Date: 8-4-2020

Attest:

By: Malcolm Thomas
Malcolm Thomas, Superintendent

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

JUL 21 2020

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY


6-24-20

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY CURRICULUM AND INSTRUCTION SCHOOL BOARD AGENDA EXECUTIVE SUMMARY		Item Number: V.b.1. K.2.	
TITLE Contract Between Workforce Escarosa, Inc. dba CareerSource Escarosa and the School Board of Escambia County, Florida for Youth Services Contract Renewal #2 WIOA-2021-2022		SUBMITTED BY: Steven T. Harrell, Director, Workforce Education	
PERIOD OF GRANT/CONTRACT/REQUEST July 1, 2021 - June 30, 2022	FUNDING SOURCE WIOA Funds	PROJECT COORDINATOR AND DEPARTMENT Thomas Rollins, Principal, George Stone Tech. College	
AMOUNT OF FUNDING REQUEST \$290,128	<i>Is amount more, less or same as last year?</i> Less	TOTAL PROJECT \$290,128	<i>Is the amount more, less or same as last year?</i> Less \$24,872
PURPOSE To provide education and training for economically disadvantaged participants through the Workforce Innovation and Opportunity Act (WIOA) of 2014 Youth Programs. The 2021-2022 fiscal year is the third year of this three- (3) year grant. The original contract was approved in July of 2019 - V.b.1.K.1			
IMPLEMENTATION PLAN The School District shall serve out-of-school youth during the 2021-2022 school year.			
PARTICIPATING SCHOOLS/AGENCIES All district high schools and George Stone Technical College CareerSource Escarosa, Inc.			
ACTION REQUIRED Board Approval			
STRATEGIC ALIGNMENT – Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan. PILLAR: Quality GOAL: GOAL Q.1: To increase rigor at all levels MEASURABLE OBJECTIVE: Q.1.9. Increase the enrollment of Adult Basic Education/General Educational development students by 5%.			
DIRECTOR Steve Harrell		DATE 9/8/2021	
ASSISTANT SUPERINTENDENT Steve Marcanio		DATE 9/8/2021	DATE OF BOARD APPROVAL APPROVED ESCAMBIA COUNTY SCHOOL BOARD

Revised 2020

This original document belongs to:
CareerSource Escarosa

SEP 21 2021

DR. TIMOTHY A. SMITH, SUPERINTENDENT
 VERIFIED BY RECORDING SECRETARY

CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
FOR
YOUTH SERVICES

CONTRACT RENEWAL #2
#WIOA-2021-2022-03
CONTRACT PERIOD: JULY 1, 2021-JUNE 30, 2022

This contract is funded by the U.S. Department of Labor, passed through the State of Florida, Department of Economic Opportunity, and Workforce Escarosa, Inc.

Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA-33223-19-55-A-12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No

Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa agrees to renew its contract with The School Board of Escambia County, Florida for Youth Services. This contract renewal corresponds with amendments made to Contract #WIOA-2019-2020-03 as follows:

I. STATEMENT OF WORK

3. The contractor shall serve zero (0) in-school youth and seventy-five (75) or one hundred percent (100%) out-of-school youth.

II. METHOD AND TIME PAYMENT

1. Escarosa shall pay an aggregate amount not to exceed two hundred ninety thousand, one hundred twenty-seven dollars and twenty-two cents (\$290,127.22) as shown on the copy of the budget summary hereto attached. If during the term of the contract renewal, Contractor determines that submitted line items need to be adjusted, these adjustments may be made if prior written approval is obtained from Escarosa. The total amount allowed of two hundred ninety thousand, one hundred twenty-seven dollars and twenty-two cents (\$290,127.22) cannot be over expended.

2. The amount of this contract may be modified based upon funding amounts for WIOA fiscal year 2021-2022.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective retroactively from July 1, 2021 and continue to midnight on June 30, 2022.

IX. TOTAL AMOUNT ALLOWABLE UNDER THIS CONTRACT

The total amount of funds accessible by Contractor under this contract renewal is two-hundred ninety thousand, one hundred and twenty-seven dollars and twenty-two cents (\$290,127.22) payable only upon receipt of stipulated items in Section II of Contract #WIOA-2019-2020-03. The total amount of funds attached to this contract renewal may be reduced or increased, depending upon the amount of WIOA Youth funds available as determined by

Escarosa. Changes to budgets are executed via written contract modifications.

XXVII. NOTICE AND CONTACT

The name and address of the manager responsible for Escarosa for this contract is:

Dr. Marcus L. McBride
Chief Executive Officer
Workforce Escarosa, Inc. dba CareerSource Escarosa
6913 N. 9th Avenue
Pensacola, FL 32504

The name and address of the manager responsible for Contractor for this contract is:

Steven Harrell
Workforce Education Director
30 E. Texar Drive
Pensacola, FL 32503

All other terms and conditions of Contract #WIOA-2019-2020-03 shall remain in full force and effect and be performed at the level specified in it.

XLVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract which is retroactively effective from July 1, 2021 through June 30, 2022.

THE SCHOOL BOARD OF
ESCAMBIA COUNTY, FLORIDA

CAREERSOURCE ESCAROSA, INC.

By: William E. Slayton
William E. Slayton, Chair

By: M. L. McBride
Marcus McBride
Chief Executive Officer

Date: 9/23/21

Date: 9/30/2021

Attest:
By: Timothy A. Smith
Timothy A. Smith, Superintendent

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

SEP 21 2021

DR. TIMOTHY A. SMITH, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

APPROVED FOR LEGAL CONTENT
FOR SEPT 2021 AGENDA

SEP 7 2021
Elaine
GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

**CONTRACT BETWEEN
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA
AND
SANTA ROSA COUNTY SCHOOL DISTRICT
FOR
YOUTH SERVICES**

**CONTRACT RENEWAL #1
#WIOA-2020-2021-02
CONTRACT PERIOD: JULY 1, 2020-JUNE 30, 2021**

This contract is funded by the U.S. Department of Labor, passed through the State of Florida, Department of Economic Opportunity, and Workforce Escarosa, Inc.

**Workforce Innovation and Opportunity Act (WIOA) Youth Program
Data Universal Numbering System (DUNS) Number: 618275960
Federal Award Identification Number (FAIN): AA-33223-19-55-A-12
Catalog of Federal Domestic Assistance (CFDA) Number: 17.259
Research & Development (R&D): No**

Workforce Escarosa, Inc. (Escarosa), dba CareerSource Escarosa agrees to renew its contract with the Santa Rosa County School District for youth services. This contract renewal corresponds with amendments made to **Contract #WIOA-2019-2020-02** as follows:

Federal Award Identification Number (FAIN): See above.

II. METHOD AND TIME PAYMENT, 2.

The amount of this contract may be modified based upon funding amounts for WIOA fiscal year 2020-2021.

III. COMPENSATION AND TIME PERIOD

This service provider contract shall become effective retroactively from July 1, 2020 and continue to midnight on June 30, 2021.

The contract may be renewed for fiscal year 2021-2022 dependent upon performance as required by Escarosa and future funding allocations. Annual renewals will be made by amendments to this contract. Amendments will reflect new budgets and/or other applicable areas of the contract.

XXIII. PERFORMANCE STANDARDS

The following 2018-2019 federal-state-regional negotiated WIOA Common Measures represent the required performance outcomes associated with this WIOA Youth Program contract. To be deemed successful, the Contractor must achieve, at a minimum, eighty percent (80%) of the "Required Outcomes." Contract performance may be adjusted dependent upon final performance standards as set by USDOL and/or the State of Florida with Escarosa for FY 2018-2019. Any adjustments will be noted in writing as a modification to this contract.

All other terms and conditions in **Contract #WIOA-2019-2020-02** shall remain in full force and effect and be performed at the level specified in it.

XLVIII. AUTHORIZATION FOR SIGNATURE

IN WITNESS WHEREOF, said parties hereto have entered into this contract which is retroactively effective from July 1, 2020 through June 30, 2021.

**SANTA ROSA COUNTY
SCHOOL DISTRICT**

CAREERSOURCE ESCAROSA, INC.

By: _____

Tim Wyrosdick, Superintendent

By: _____

Sheryl Rehberg, Chief Executive Officer

Date: _____

6/18/20

Date: _____

06.26.20

APPROVED IN SESSION

JUN 18 2020

**SANTA ROSA COUNTY SCHOOL BOARD
SUPERINTENDENT**