



**General Meeting**  
**[Join via Microsoft Teams Meeting](#)**  
**or by phone at 561-570-4464 Conference ID: 775 455 434#**  
**September 10, 2020 at 10:00 A.M. (CT)**  
**Richard - (850) 557-2441; Lauren - (850) 693-3913**

**A G E N D A**

<b>CALL TO ORDER</b>	Janice Sumner	
<b>INTRODUCTION OF NEW MEMBER</b>	Janice Sumner	
<b>INVOCATION / PLEDGE TO FLAG</b>	Donnie Read	
<b>ROLL CALL</b>	Lauren Morris	
<b>PUBLIC COMMENTS</b>	Janice Sumner	
<b>EMERGENCY ITEMS</b>	Janice Sumner	
<b>CONSENT ITEMS</b>	Janice Sumner	
* General Meeting Minutes August 13, 2020	Janice Sumner	Pages 1-2
<b>NDWG UPDATE</b>	Rose Adams	Pages 6-7
<b>COMMITTEE REPORTS</b>		
* Request for Approval 2020-2021 Budget	Richard Williams	Pages 3-5
<b>NEW BUSINESS</b>		
* Appointment of Committees	Janice Sumner	Page 8
* AL/FL/GA Workforce Alliance Memorandum of Agreement	Richard Williams	Pages 9-10
* Contract with Board Member Conflict Calhoun-Liberty Journal	Debby Wood	Pages 11-18
* Approval Request Additions to 2020-2021 Targeted Occupations List	Debby Wood	Pages 19-20

(Continued on next page)

<b>STATUS OF FUNDS REPORT</b>	Richard Williams	To Be Provided
<b>DIRECTOR'S COMMENTS</b>	Richard Williams	
<b>BOARD MEMBER COMMENTS</b>	Janice Sumner	
<b>ADJOURNMENT</b>	Janice Sumner	

**MARK YOUR CALENDARS**

**Next Board Meeting – Thursday, November 12, 2020**



## **GENERAL MEETING MINUTES**

Via Microsoft Teams/Conference Call  
August 13, 2020 at 10:00 AM (CT)

### **CALL TO ORDER**

A quorum was present and Janice Sumner, Chair, called the meeting to order. Kenny Griffin led the group in the Invocation and Pledge to the Flag.

#### **The following board members were present:**

Janice Sumner, Debbie Kolmetz, Donnie Read, Raymond Russell, Mary McKenzie, Sandy Spear, Ralph Whitfield, Johnny Eubanks, Darrin Wall, Tracy Andrews, Larry Moore, Sarah Clemmons, Kristy Terry, Jesse Smallwood, Martha Compton, Frances Henderson.

#### **The following board members were absent:**

James Sellers, Travis Ephriam, Arthur Obar, Keith Sutton, Andy Jackson.

#### **Others present included:**

Richard Williams, Lauren Morris, Rose Adams, Sara Johnson, Melody Wade, Kenny Griffin, Deena Johnson, Debby Wood (CSC Staff).

### **PUBLIC COMMENTS**

Janice Sumner asked if there were any public comments. There were none.

### **GENERAL MEETING MINUTES**

Donnie Read made the motion, Larry Moore seconded the motion, and the vote was unanimous to approve the minutes of the July 9, 2020 general meeting.

### **APPOINTMENT OF EXECUTIVE COMMITTEE**

Darrin Wall made the motion, Martha Compton seconded the motion, and the vote was unanimous to approve the Chair's recommendation for Executive Committee membership for 2020-2021 as follows: Janice Sumner, Debbie Kolmetz, Arthur Obar, Raymond Russell, Sandy Spear, Donnie Read, and Tracy Andrews.

### **FLOORING ITN VENDOR APPROVAL**

In accordance with the recommendation of the Executive Committee following the Invitation to Negotiate process to replace the worn carpet in the Marianna career center and management office, **Jesse Smallwood made the motion, Donnie Read seconded the motion, and the vote was unanimous to grant approval to allow the Executive Director to contract with Bracewell's Flooring and Fencing for an amount not to exceed \$59,336.85.**

## **HOLIDAY CLOSURE SCHEDULE**

Richard Williams stated that the newly signed agreement with DEO requires the main career center in Marianna to follow a holiday closure schedule that matches that used at the county, state, or federal level. The staff presented two options. Option one was to choose one of the three allowed schedules and adjust the number of paid holidays as/if necessary. Option two was to adopt the Florida holiday schedule and add one “personal day” that staff can take any day during the program year with prior approval. **The Executive Committee made the motion, Sarah Clemmons seconded the motion, and the vote was unanimous to adopt option two as presented.**

## **FLORIDA/GEORGIA WORKFORCE ALLIANCE MOA**

Richard Williams shared a Memorandum of Agreement currently in place for the Florida/Georgia Workforce Alliance that aligns workforce boards in North Florida and Southwest Georgia. He stated that other Florida boards have since joined, and that Southeast Alabama will be as well. Mr. Williams said the purpose of the alliance is to allow partner boards a wider regional outreach to benefit businesses and individuals. **Jesse Smallwood made the motion, Ralph Whitfield seconded the motion, and the vote was unanimous to grant approval to allow the Executive Director to negotiate an agreement with the Florida/Georgia Workforce Alliance.**

## **PROPOSED TARGETED OCCUPATIONS/ELIGIBLE TRAINING PROVIDERS LISTS 20-21**

Prior to any motion or discussion, it was noted that the names of some of the programs offered by Florida Panhandle Technical College had changed since the creation of the Targeted Occupations List. Debby Wood stated that it would be possible to update the list. She also shared that Chipola College will be seeking approval at a later date to add two additional programs to the list. **Debbie Kolmetz made the motion, Larry Moore seconded the motion, and the vote was unanimous to approve the 2020-2021 Targeted Occupations List with changes as noted for Florida Panhandle Technical College. Darrin Wall, Sarah Clemmons, and Martha Compton abstained from any discussion and voting.**

## **EXECUTIVE DIRECTOR’S REPORT**

Mr. Williams reported the following:

- The additional \$600 per week federal unemployment ended.
- CSC is working closely with local employers to reduce unemployment fraud and to offer virtual job fairs to assist in recruiting efforts.
- Training program enrollments are down both locally and across the state. CSC is working with training providers and employers to recruit participants for these programs.

## **BOARD MEMBER COMMENTS**

None.



## **ADJOURNMENT**

**Larry Moore made the motion, Darrin Wall seconded the motion, and the vote was unanimous to adjourn the meeting.**



## National Dislocated Worker Grant Covid-19 Current Worksites and Workers

<u>County</u>	<u>Active Worksites</u>	<u>Current Workers</u>
Calhoun	1	5
Jackson	4	10
<u>Washington</u>	<u>1</u>	<u>2</u>
<b>TOTAL</b>	<b>6</b>	<b>17</b>
11 –Disinfection Specialists 6 - Humanitarian Workers		
Total <i>Individuals</i> Placed in Temporary Disaster Relief Jobs -19 <u>September 1, 2020</u>		



# National Dislocated Worker Grant

## Hurricane Michael Current Worksites and Workers

<u>County</u>	<u>Active Worksites</u>	<u>Current Workers</u>
Liberty	2	2
Calhoun	3	17
Jackson	8	40
Washington	1	2
<u>Holmes</u>	<u>1</u>	<u>1</u>
<b>TOTAL</b>	<b>15</b>	<b>62</b>

53 - General Laborer 8 - Recovery Support 1-Humanitarian  
**Total Individuals Placed in Temporary Disaster Relief Jobs - 240**  
September 1, 2020



DRAFT BUDGET DOCUMENT SUBJECT TO APPROVAL OF THE BOARD

Funding Source/Income	Income Amount	Carryover Amount	Total	NOTES
Chipola College	\$ 7,500		\$ 7,500	Covid Impact on operations
CSF Marketing Program		\$ 134,346	\$ 134,346	
NDWG Funding - Covid	\$ 2,792,204	\$ 726,295	\$ 3,518,499	
NDWG Funding - Michael	\$ 220,000		\$ 220,000	
Opportunity Florida Contract		\$ 396,575	\$ 396,575	Includes funds from multiple years of performance funds.
Performance Funding	\$ -		\$ -	
Reemployment Assistance	\$ 19,877	\$ 1,508	\$ 21,385	
Reemployment Eligibility and Assessment	\$ 206,250		\$ 206,250	Includes \$50,000 for use on behalf Opportunity Florida
Rural Initiatives	\$ 45,506	\$ 16,990	\$ 62,496	
SNAP	\$ -		\$ -	
Sub Leases/Staffing Reimbursement	\$ 5,000		\$ 5,000	
Unrestricted Funds not otherwise catagorized	\$ 8,507	\$ 1,980	\$ 10,487	
Veteran's Services - DVOP	\$ 19,107	\$ 16,556	\$ 35,663	
Veteran's Services - LVER	\$ 114,318	\$ 2,311	\$ 116,629	
Wagner Peyser		\$ 110,984	\$ 110,984	
Wagner Peyser Incentives	\$ 328,457	\$ 55,791	\$ 384,248	
Welfare Transition Program	\$ 306,497	\$ 266,002	\$ 572,499	
WIOA Adult	\$ 128,768	\$ 77,613	\$ 206,381	
WIOA Dislocated Worker	\$ 38,882		\$ 38,882	
WIOA Dislocated Worker Supplemental		\$ 300,000	\$ 300,000	State level funds for special youth project
WIOA In-School Youth Special Grant	\$ 72,527	\$ 36,898	\$ 109,425	State level funds
WIOA Supplemental	\$ 270,332	\$ 321,475	\$ 591,807	
WIOA Youth		\$ 20,833	\$ 20,833	State level funds
WIOA Foundational Skills	\$ -	\$ 194,025	\$ 194,025	State level funds for JCSB project
WIOA Building Construction Tech		\$ 11,888	\$ 11,888	
PPE Funding for Covid				
<b>Totals</b>	<b>\$ 4,583,732</b>	<b>\$ 2,692,071</b>	<b>\$ 7,275,803</b>	

DRAFT BUDGET DOCUMENT SUBJECT TO APPROVAL OF THE BOARD

	Proposed	Last Year	difference	
<b>Income</b>	\$ 7,275,803	\$ 6,090,880	\$ 1,184,923	
<b>Expense Category</b>				
Accounting/Finance Consulting	\$ 18,000	\$ 18,000	\$ -	
Organizational Advertising	\$ 1,000	\$ 2,000	\$ (1,000)	
Data Lines and Telephone	\$ 70,000	\$ 62,000	\$ 8,000	
Equipment Maintenance/License	\$ 124,337	\$ 65,000	\$ 59,337	Add. for carpet replacement.
Equipment/Furniture	\$ 85,000	\$ 100,000	\$ (15,000)	
Garbage Disposal/Janitorial Supplies	\$ 3,500	\$ 3,000	\$ 500	
Insurance	\$ 25,000	\$ 24,000	\$ 1,000	
Legal/Corporate Fees	\$ 1,000	\$ 1,000	\$ -	
Marketing/Outreach	\$ 125,000	\$ 125,000	\$ -	
Memberships and Dues	\$ 18,000	\$ 18,000	\$ -	
NDWG Training and Employment	\$ 3,169,475	\$ 2,000,000	\$ 1,169,475	
Other	\$ 10,000	\$ 10,000	\$ -	
Other Contractual Services	\$ 15,000	\$ 50,000	\$ (35,000)	End of IT contract
Pest Control	\$ 1,500	\$ 2,000	\$ (500)	
Postage	\$ 2,000	\$ 2,500	\$ (500)	
Professional Employment Agency Fee	\$ 20,000	\$ 21,000	\$ (1,000)	
Rent	\$ 130,000	\$ 123,000	\$ 7,000	
Salary/Fringes - CareerSource Chipola staff	\$ 1,491,034	\$ 1,427,490	\$ 63,544	Includes additional position for Opportunity F/raises.
Security Systems	\$ 4,000	\$ 2,000	\$ 2,000	
Storage Rooms	\$ 2,500	\$ 3,100	\$ (600)	
Supplies	\$ 40,000	\$ 50,000	\$ (10,000)	
Trade Adjustment Act Program	\$ -	\$ -	\$ -	
Training Materials	\$ 10,000	\$ 2,000	\$ 8,000	
Travel/Training - CareerSource Chipola Board	\$ 15,000	\$ 15,000	\$ -	
Travel/Training - CareerSource Chipola Staff	\$ 20,000	\$ 30,000	\$ (10,000)	
Travel/Training - DEO Staff	\$ 1,000	\$ 1,000	\$ -	
Utilities	\$ 33,000	\$ 30,000	\$ 3,000	
Welfare Transition Program	\$ 175,000	\$ 30,000	\$ 145,000	
WIOA Adult Program	\$ 200,000	\$ 100,000	\$ 100,000	
WIOA Dislocated Worker Program	\$ 75,000	\$ 7,500	\$ 67,500	Could be moved to Adult
WIOA Youth Program	\$ 250,000	\$ 150,000	\$ 100,000	
WIOA Youth Special Project	\$ 275,000	\$ -	\$ 275,000	
WIOA Performance Funding Training	\$ 50,000	\$ -	\$ 50,000	
<b>Sub Total:</b>	<b>\$ 6,135,346</b>	<b>\$ 4,474,590</b>	<b>\$ 1,985,756</b>	
<b>Planned Carryover Funds</b>	<b>\$ 1,140,457</b>	<b>\$ 1,616,290</b>	<b>\$ (475,833)</b>	
<b>Total:</b>	<b>\$ 7,275,803</b>	<b>\$ 6,090,880</b>	<b>\$ 1,184,923</b>	



**Additional notes on the proposed budget:**

The proposed budget includes enough NDWG Hurricane Michael money to allow the region to operate approximately six to eight additional months from the current date. It is possible, but it does not appear likely, additional funds may be received.

The proposed budget includes an increase in Data lines/Telephone based on changes made in our network operations.

The proposed budget removes the state employee wages from our budget as that money is never received by the region. Instead that money is removed from our NFA before received by the region. We will have a decrease in pass through funds available from previous years for programs that support state staff due to an increase in salary and benefit costs.

The proposed budget includes an additional position for Opportunity Florida to be paid through the proposed contract amendment with Opportunity Florida.

The proposed budget includes a three percent raise, capped at no more than \$1,500 per person based upon full-time wages, for the 2020-2021 budget year for all staff currently employed not in a probationary status.

The proposed budget includes a significant increase in available training funds over previous years. This is made possible by the prior year's use of performance funding to support training which allowed the region to carry forward additional training funds. Staff anticipates a significant increase in demand for On-The-Job training from employers during the next program year.

**Staff Recommendation: Approval of the budget with any changes deemed necessary by the committee.**

**Proposed 2020-2021 Committee Assignments**

<b>Finance</b>	<b>Program</b>	<b>Youth</b>
Donnie Read, Chair	Debbie Kolmetz, Chair	Travis Ephriam, Chair
Jesse Smallwood	Andy Jackson	Arthur Obar
Kristy Terry	Keith Sutton	Jared Banta
Sandy Spear	Raymond Russell	Martha Compton
Tracy Andrews	Dr. Sarah Clemmons	Mary McKenzie

**Requested Action:** Approval of the 2020-2021 committee assignments as listed and grant each committee the authority to add members at their first meeting, by vote of the committee, if additional board members wish to participate.

## **Memorandum of Agreement**

**CareerSource North Florida, CareerSource Capital Region,  
CareerSource Northeast Florida, CareerSource Chipola**

**The Georgia Department of Labor Career Centers  
Thomasville, Valdosta, Brunswick, Savannah**

**Georgia Workforce Development Boards  
Southern Georgia, Southwest Georgia and Coastal Georgia**

**Southeast AlabamaWorks!**

**Purpose:** This Memorandum of Agreement (MOA) is entered into between:

- CareerSource Capital Region, CareerSource North Florida, CareerSource Northeast Florida, CareerSource Chipola
- The Southwest Georgia Workforce Development Board, Southern Georgia Workforce Development Board, Coastal Georgia Workforce Development Board
- The Georgia Department of Labor Career Centers in Thomasville, Valdosta, Brunswick and Savannah
- Southeast AlabamaWorks!

This MOA establishes the Alabama Florida Georgia Workforce Alliance (AFGWA) serves to assist all parties in fulfilling regional goals and requirements as outlined in the Workforce Innovation and Opportunity Act (WIOA) of 2014.

**Term of Agreement:** The agreement is effective for the period of July 1, 2020 to June 30, 2023 and is renewable for subsequent multi-year terms.

**Roles and Responsibilities:** Under this collaborative MOA, the listed parties agree to the following roles and responsibilities.

- Establish a systematic method of communication between all Department of Labor (DOL) and Workforce Development Board (WDB) parties.
- Work together on hiring needs that affect the region, knowing that workers come from all over the region and cross county and state lines.
- Conduct ongoing market research to identify sectors that exist in multiple regions.
- Share information on layoffs, rapid response, company hiring needs, etc. in order to offer services to companies and job seekers throughout the broader region of North Florida, South Georgia and Southeast Alabama.
- Share information on Career Pathways as it develops, in order to offer businesses the best talent possible. [www.mycareerpathways.org](http://www.mycareerpathways.org)
- Share best practices that serve our common business and job seeker customers.

- Coordinate and cooperate between Business Services teams when working on behalf of a common business client. Develop protocols for sharing as needed.
- Meet multiple times each year to assess the effectiveness of the partnership, review joint activities, and assure cooperation and collaboration.
- Develop processes to commonly serve job seeking customers that cross regional boundaries.
- Share regional Workforce Board policies and coordinate in order to maximize the positive impact on businesses and job seekers.
- Invite state leadership from Florida, Georgia and Alabama to attend and provide informational updates. Include state and US Regional DOL/WDB leadership in communications and planning.
- Communicate needs across state lines whenever there are requests for assistance to businesses.
- Share information on training programs. However, funds to support training will be expended only for a region's job seeker. Under rare circumstances, a mutual agreement may be reached between two WDBs.
- Career Centers will serve each other's customers with Wagner Peyser services no matter where they appear and request assistance finding a job or filing unemployment claim.
- Train front line staff in each state's labor exchanges and encourage job seekers to post resumes in all regions that apply.
- Establish working committees to develop strategy for the organization, including (but not necessarily limited to) marketing, curricula, business services, events, technology and grants.
- Utilize a technology platform to facilitate communication between partner organizations
- Conduct organization-wide events around common themes, sectors, and other issues related to the Alliance's objectives.
- Pursue additional funding streams to create sustainability for AFGWA.
- Establish a professional support organization to manage the work of AFGWA.
- Create metrics to report on cross-regional successes and leverage this.

This MOA will be monitored by all parties, based on the flow of information and communications, the adoption of needed protocols, the increase of business usage of each state's labor exchange, and the coordination between Career Center leaderships in serving businesses and job seekers.

**Agreed and Accepted by Board Chair and Board CEO/Executive Director:**

\_\_\_\_\_

\_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ON-THE-JOB TRAINING APPLICATION AND CONFLICT OF INTEREST DISCLOSURE**  
**FOR BOARD MEMBERS**

**Background:** Chapter 445 Section 007 Florida Statutes and CareerSource FLORIDA Strategic Policy 2017.05.17.C.2 promotes an ethical and transparent structure within the public-private corporation. Board members are expected to safeguard their ability to make objective, fair and impartial decisions. Contracts are transparent and administered through processes designed to ensure fairness and accountability. CareerSource Chipola contracts with board members, or with entities for which board members are involved, are approved when a quorum has been established and the contract is approved by two-thirds of the voting members present.

Board members who may have a conflict of interest relating to a CSC contract or agreement are compelled to openly disclose a potential, real, or perceived conflict as soon as the issue arises. Board members who could benefit financially from a transaction must abstain from discussion and voting on the corresponding contract. The actions will be recorded in the Board meeting minutes.

CSC is currently promoting On-the-Job Training as a means of providing support to the local employers in need of workers and customers in need of employment. **As a Board member, if you are interested in completing an OJT Application for consideration, please indicate interest and declare a potential conflict of interest.**

**ACTION NEEDED:**

Approve contract with Calhoun-Liberty Journal, Inc. for OJT in an amount not to exceed \$10,000 good for one year. This would require a 2/3 vote as board member Mr. Johnny Eubanks has a conflict of Interest.

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**ON-THE-JOB TRAINING AGREEMENT  
BETWEEN  
Liberty Journal, Inc.(Worksite Provider)  
AND  
CareerSource Chipola (CSC)**

**■ SECTION 1. WORKSITE PROVIDER INFORMATION:**

COMPANY NAME: LIBERTY JOURNAL, INC.		
STREET ADDRESS: 11493 NW SUMMERS ROAD		
CITY: BRISTOL, FL.	ZIP: 32321	COUNTY: LIBERTY
PHONE: 850-570-0222 OR 850-643-3337		FAX: 888-400-5810
CONTACT PERSON/TITLE: TERESA EUBANKS		
COMPANY RATE OF REIMBURSEMENT: <b>UP TO</b> <b>50 %</b>		NUMBER OF PARTICIPANTS: <b>2</b>
(THIS IS THE PERCENTAGE OF THE PARTICIPANT WAGES THAT IS SUBJECT TO REIMBURSEMENT TO THE WORKSITE PROVIDER)		TOTAL AMOUNT FOR ALL PARTICIPANTS NOT TO EXCEED: \$ 10,000.00

**OJT AGREEMENT NUMBER: PY 2020-21**

TOTAL REIMBURSEMENT TO THE WORKSITE PROVIDER SHALL NOT EXCEED: \$5,000 PER PARTICIPANT. [Click here to enter text.](#)

- I. The Worksite Provider agrees:**
- To ensure that no participant is started in employment prior to eligibility/suitability determination and approval by CSC.
  - The OJT position is not a vacant position that displaced a currently employed worker and has not been affected by a lay-off or reduction of hours for any currently participant employed.
  - To train the participant to function adequately at the entry level of the occupation as it exists in the place of employment, as evidenced by the attached job description and training plan.
  - To hire full-time, at a minimum of 30 hours per week (each week), the participant at the inception of this agreement as a member of his/her regular work force and to retain the participant at the conclusion of this agreement provided the participant functions adequately at the entry level.
  - To the extent permitted by state law, the Worksite Provider agrees to hold harmless and, if necessary, defend and indemnify CSC, from all claims, liabilities, suits of any nature whatsoever arising out of, because of, or due to any breach related to the implementation of this contract.
  - To provide Workers' Compensation coverage for the participant.
  - Worksite Provider agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract.
  - To submit a completed invoice and support documentation, **showing proof of payment to be reimbursed.** Note: All standard deductions apply to OJT participants. **It is understood that any qualified reimbursement above the 50% of the allowable costs will not be paid until the participant has been maintained in unsubsidized employment for thirty (30) days.**
  - To retain the participant for a period of not less than six (6) months, barring documented gross negligence or misconduct on the part of the participant.

10. To provide CareerSource Chipola and/or the Employer of Record with information specific to how the time worked is computed for payroll (hours and minutes, whole hours and percentages of hours, or other. If other, please provide details.
11. It is understood that the standard reimbursement is up to 50% of the cost of training unless CareerSource Chipola notifies the worksite provider otherwise.
12. It is also understood that if the participant qualifies for an additional 25% reimbursement of training wages, this amount will be paid after 30 days of unsubsidized employment.

**II. CareerSource Chipola agrees:**

1. To ascertain that the occupation for which the training is proposed is in demand in the local labor market.
2. To assure that the training time stated above does not exceed the maximum time allowed for each occupation according to the SVP level.
3. To refer suitable/eligible participants to the Worksite Provider. To provide for the payment of extraordinary training costs as supported by invoices.

**III. The Participant agrees:**

1. To notify the Worksite Provider if he/she is going to be late or absent and request approval for all absences in advance except when resulting from illness.
2. To follow the supervisor's instructions and the job description, abide by current rules and regulations, be punctual, be neat in appearance, be cooperative with other participants, have or develop proper work attitudes, acquire good safety practices, and generally conduct himself/herself in a manner becoming a responsible participant.
3. To understand that every participant has the right to appeal any adverse action or decision.

CSC cannot reimburse for subsidized employment that exceeds 540 hours; the actual amount reimbursed will not exceed the allowable number of hours per the Training Plan. **This contract will terminate in 12 months from the date of signature, regardless of whether all hours have been completed.**

The assurances and certifications on the attachment(s) are made a part of this agreement by specific reference and the applicable provisions, requirements and guidelines contained within them shall be binding on the parties of this agreement.

This agreement must be signed by all parties **prior to start of participant's employment/training** in order to validate the contractual legal binding obligations of all parties. If the Worksite Provider starts the individual prior to the start date included on the Agreement/Training Plan, CSC is not liable for payment. **If the Worksite Provider starts an individual that was not determined eligible/suitable by CSC or starts an individual prior to a documented approved start date issued by CSC, CSC is not liable for reimbursement.**

**IV. Reimbursement Guidelines**

1. Worksite Provider must maintain records to document the days and hours of training for each participant. Note: Worksite Provider must also provide attestation of skill attainment based on the training identified in the Training Plan or in the list of skill deficiencies noted prior to training.
2. Worksite Provider is responsible, based upon their policies, for paid holidays, sick, vacation, or other leave time granted to participant. CSC can only reimburse for hours worked during the training period.
3. **Any overtime pay will be the Worksite Provider's responsibility, based upon their policies. CSC can only reimburse at the hourly rate included in the Training Agreement. All hours worked will count towards the training plan hours.**

4. Payments to participants during the training must be made by check or Direct Deposit (ACH).
5. The cashed check or ACH will be the record of wages paid to participant and must be provided to CSC in order for reimbursement to be made.
6. Immediately following the completion of the training, Worksite Provider must submit CSC invoice and payroll records for which they are requesting reimbursement. If the Worksite Provider fails to submit timely invoices for payment (with supporting documentation), this Agreement may be voided.
7. Payments are generally made within 30 days of receiving a correct invoice and all required back-up documentation.
8. **Acceptable documents required in finance:**

**Signed invoice and Payroll register or Pay stub showing the participant's rate of pay, number of hours worked and withheld taxes. All documentation must be submitted for the entire period for which reimbursement is being requested.**

**If the Worksite Provider does not utilize a payroll system and issues manual checks, a copy of the canceled check (front and back) must be provided. In this situation, the Worksite Provider must also provide a statement that indicates the participant was paid at the contracted rate per the OJT Training Agreement, paid the correct number of hours, and that all appropriate taxes were withheld.**

**Note: Reimbursement will not be made if the required documentation is not submitted.**

9. In no event shall total payments exceed the Training Agreement/Training Plan amount nor shall the total reimbursement exceed the lesser of **50** percent of the wages paid (excluding vacation pay, sick leave pay, so forth) in the Training Plan period (start date through completion date). Over-time and other hours the participant is paid at an hourly wage rate higher than stipulated in the Training Plan will be factored in the number of allowable training hours and maximum amount for each retention period.
10. Invoices and supporting documentation must be submitted to:
  - CareerSource Chipola
  - ATTN: Success Coach
  - 4636 Hwy. 90, Suite K
  - Marianna, FL 32446

**V. Assurance and Certifications**

The Worksite Provider assures and certifies that it will comply with the requirements of the Workforce Innovation and Opportunity Act hereafter referred to as the Act, as amended, including the Nontraditional Employment for Women Act of 1991, and with the regulations and policies promulgated there under.

- The Worksite Provider further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.
- In addition to the requirements of 1 and 2 above, and consistent with the regulations issued pursuant to the Act, the Worksite Provider makes the following further assurances and certifications:
  - a. Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as



- a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title financially assisted program or activity.
- b. Worksite Provider agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L.88-354) and in accordance with Title VI of the Act. No person in the United States shall on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination assistance and will immediately take any measures necessary to effectuate this agreement.
  - c. Worksite Provider agrees to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) The primary purpose of a grant is to provide employment or (2) discriminatory employment practices which result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
  - d. Worksite Provider agrees to comply with 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 37.
  - e. Worksite Provider agrees to provide Workers' Compensation.
  - f. Health and safety standards established under Federal and State law otherwise applicable to working conditions of participants are equally applicable to working conditions of participants engaged in programs and activities under Title I of WIOA.
  - g. Worksite Provider agrees to give to state monitors and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers, or documents related to this agreement and will maintain said records, books, papers or documents for a period of five years from the date of termination of this agreement or in the case of a claim, litigation, audit, or monitoring finding, until the matter is resolved whichever is later.
  - h. Participants in the program will not be employed on the construction, operation or maintenance of the part of any facility which is used for religious instruction or worship.
  - i. Participants in the program will not be engaged in sectarian activities.
  - j. Worksite Provider agrees conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant.
  - k. Worksite Provider agrees participants must be provided with the same terms of employment, working conditions, wages, health insurance, unemployment insurance, and other benefits to the same extent as the other participants at the place of employment, if the individual is hired while working under this agreement.
  - l. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. No funds provided under this agreement will be used to train a participant to fill a job opening created by a hiring freeze, lay off or termination of a regular participant to create a vacancy for participant.
  - m. Worksite Provider must adhere to collective bargaining agreements, which apply to positions filled by participants/participants hired under this agreement. Worksite Provider will not encourage or discourage union activities.
  - n. If Worksite Provider has relocated from a different area in the country and terminated participants in that location Worksite Provider certifies that the date of execution of this agreement is at least 120 days after beginning operations in the new location. Violations may result in damages pursuant to 20 CFR 667.268.
  - o. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient.

- p. Worksite Provider agrees to submit reports as required by CSC, in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low-income persons for meaningful employment opportunities.
- q. The Worksite Provider assures that individuals receiving training on the job must be compensated at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the United States Department of Labor, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act or, if higher, under the applicable State or local minimum wage law.
- r. Worksite Provider agrees to comply with the labor standards requirements set out in Section 181 of the WIOA Act.
- s. Services and activities provided under this Act will be administered by or under the supervision of the CSC.

**VII. Additional Assurances:**

1. *Regarding Employment of Participant:*

None of the participants served under this Agreement for on-the-job training can be presently employed by the Worksite Provider nor can they be presently on a layoff status subject to recall by the Worksite Provider or other like status with the Worksite Provider.

2. *Audit and Records Examination:*

The Worksite Provider shall, until expiration of five (5) years after final payment under this Agreement, maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred in the performance of this Agreement. The Worksite Provider's plants and other facilities, or such part thereof as may be engaged in the performance of this Agreement, and all records pertinent thereto shall be subject, upon delivery of reasonable notice, to monitoring, inspection and audit by CSC, the Governor, Secretary of Labor, Department of Management Services, Inspector General, or Comptroller General, or their authorized representatives. The Worksite Provider agrees that such parties shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Worksite Provider involving transactions related to this Agreement and the right to interview the Worksite Provider's personnel regarding such matters. All pertinent records shall be open to inspection and audit and subject to being copied either at the Worksite Provider's plants or such part thereof as may be engaged in the performance of the Agreement or shall be furnished to CSC, or his/her authorized representative upon request.

3. *Subject to Funding/Budget:*

It is expressly understood by and between the parties hereto that CSC is serving solely as distributor of funds provided under the Workforce Innovation and Opportunity (WIOA) and is not obligated to disburse monies from general funds or otherwise to make payments described herein, and further, that this distribution is contingent upon the receipt of WIOA funds. CSC reserves the right to institute an administrative modification to reduce in whole or in part the monies provided under this Agreement should monies become insufficient to continue Agreement levels.

4. *Repayment of Disallowed Costs:*

The Worksite Provider is liable to repay CSC such amounts determined in an audit conducted on behalf of or by CSC to have been misspent. The Worksite Provider shall be liable to CSC to pay back all monies received under this Agreement if it has been determined the participant was either hired by the Worksite Provider prior to the start date of the Agreement or Training Plan or found to be ineligible for services as a result of the Worksite Provider's actions.

5. *Modifications:*

Modifications to this Agreement shall only be valid when they have been rendered in writing and signed before the expiration, cancellation or termination of the contract by all original signers, their duly authorized successors or their designees. There is no provision for renewal or extension of the Agreement beyond the established date in the Training Agreement unless there is a written Modification, with all appropriate signatures.

6. *Disputes:*

All disputes should be resolved informally. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Worksite Provider to resolve disputes with Participants. If the Worksite Provider has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from the CSC Grievance Procedure.

7. *Indemnification:*

The Worksite Provider hereby agrees to indemnify and hold harmless CSC and its participants, to the extent permitted by Section 768.28, Florida Statutes and other applicable Florida law.

8. *Debarment and Suspension:*

The Worksite Provider certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal or State department or agency.

9. *Relationship of Parties:*

The Worksite Provider does not become the agent of CSC for any purpose pursuant to this Agreement, and will make no representation of such. In agreeing to employ and provide training for the participant(s), the Worksite Provider understands that this does not make any participant a participant or agent of CSC, nor is CSC liable to the Worksite Provider or any third party by reason of any future act or failure to act by any participant on or off the job.

10. *Disclosure of Confidential Information:*

Subject to the Florida Public Records laws the Worksite Provider agrees to maintain the confidentiality of any information regarding applicants, participants, or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of this Agreement and to persons having responsibilities under the Agreement or pursuant to the Florida Public Records laws.

11. *Subcontracting On-the-Job Training:*

The Worksite Provider may not further subcontract the on-the-job training provided for under this Agreement.

12. *Nepotism:*

No person is allowed to participate in any on-the-job training activities as a participant if a member of his/her immediate family is engaged in any administrative capacity or staff position for the Worksite Provider.

13. *Cancellation/Termination:*

CSC or the Worksite Provider may, without cause, unilaterally cancel or terminate this Agreement by providing the other party thirty (30) days' written notice. In the event funds to finance this Agreement become unavailable, CSC may terminate the Agreement upon no less than five (5) business days' notice to Worksite Provider. In the event of such cancellation, Worksite Provider shall be entitled to reimbursement for approved training completed through the effective date of termination, provided that Worksite Provider submits its final invoice to CSC within thirty (30) days of the effective date of termination. Notice shall be delivered by certified mail, return receipt requested. In addition, this Agreement may be terminated with ten (10) days' notice by CSC for any failure of the Worksite Provider to comply with the terms of this Agreement.

14. *Effects on Participant:*

a. *Child Labor:*

No participant under 18 years of age will be employed in any manner which the U.S. Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age (child labor law information is available from CSC upon request).

b. *Termination of Participant:*

Participants (being reimbursed for a portion of the cost of training) will not be terminated without **prior** notice to the participant and reasonable opportunity for correction or improvement of performance including substandard or unsatisfactory progress or conduct. The CSC Success Coach is available to provide support to the Worksite Provider to assist with the maintenance of employment for the subsidized participant.

c. *Statement of Worksite Provider Personnel Policy:*

The Worksite Provider will provide a copy of its policy to the participant covering, in addition to benefits and grievance procedures, any specific rules or regulations by which the participant is expected to abide.

**AUTHORIZATION FOR SIGNATURE:**

The Agencies hereto cause this Agreement to be executed by their undersigned officials as duly authorized.

**CareerSource Chipola:**

SIGNATURE:
RICHARD WILLIAMS, EXECUTIVE DIRECTOR
DATE:

**Worksite Provider:**

SIGNATURE:
NAME, TITLE:
DATE:

**The Worksite Provider acknowledges receipt of a copy of the completed OJT Agreement.**

\_\_\_\_\_  
**Worksite Provider Representative**

\_\_\_\_\_  
**Date**

**TRAINING INFORMATION OUTLINE/JOB DESCRIPTION**

<b>CONTACT NAME/TITLE:</b> PRODUCTION ASSISTANT		
<b>MAILING/TRAINING ADDRESS:</b> 11493 NW SUMMERS ROAD		
<b>CITY:</b> BRISTOL, FL.	<b>ZIP:</b> 32321	<b>COUNTY:</b> LIBERTY
<b>PHONE:</b> 850-643-3337	<b>FAX:</b> 888-400-5810	<b>EMAIL:</b> THEJOURNAL@FAIRPOINT.NET
<b>SUPERVISOR'S NAME (IF DIFFERENT FROM CONTACT):</b>		TERESAE@FAIRPOINT.NET
<b>TOTAL NUMBER OF POSITIONS:</b> <b>NOT TO EXCEED <u>2</u>.</b>	<b>HOURS PER WEEK:</b> <u>40</u>	<b>HOURLY RATE:</b> <u>\$10.00</u>
<b>OCCUPATIONAL TITLE:</b> AUDIO AND VIDEO EQUIPMENT	<b>O*NET CODE:</b> 27-4011.00	<b>SVP:</b> 6.0 TO LESS THAN 7.0 WHICH IS OVER 3 MONTHS MAX REIMBURSEMENT IS 540 HOURS
<b>PARTICIPANT JOB TITLE:</b> PRODUCTION ASSISTANT	<b>SHIFT WORK HOURS:</b> 8:00A.M. – 5:00P.M.	<b>DAYS OF WORK (CHECK ALL THAT APPLY):</b> <input checked="" type="checkbox"/> M <input checked="" type="checkbox"/> T <input checked="" type="checkbox"/> W <input checked="" type="checkbox"/> TH <input checked="" type="checkbox"/> F <input type="checkbox"/> S <input type="checkbox"/> SU
<b>JOB DESCRIPTION (WORKSITE PROVIDER MAY ATTACH COPY OF THIS DOCUMENT):</b> PLEASE SEE ATTACHED JOB DESCRIPTION		
<b>QUALIFICATIONS REQUIRED:</b> PLEASE SEE ATTACHED JOB DESCRIPTION		
<b>BENEFITS:</b>		
<b>SKILLS PARTICIPANT WILL LEARN:</b> SEE TRAINING OUTLINE		
<b>PROJECTED TIME TO LEARN SKILLS:</b> <b>Not to exceed <u>540</u> hours per participant</b> (based on reimbursable hourly wages at <u>40</u> hours per week; not to exceed \$5,000).		

**CAREERSOURCE CHIPOLA PROGRAM YEAR (PY) 2020-2021**  
**PROPOSED TARGETED OCCUPATIONS LIST/ELIGIBLE TRAINING PROVIDERS**

**Background:** The Workforce Innovation and Opportunity Act (WIOA) requires the Governor, through CareerSource Florida, to establish criteria, information requirements and procedures regarding the eligibility of providers of training services to receive funds under WIOA for the provision of training services in local workforce areas of the State. CareerSource Chipola's (CSC's) Targeted Occupations List is developed in conjunction with the local area educational agencies and employers to meet this requirement. This list is used to identify occupations for which eligible adults, dislocated workers, and youth may receive training assistance under WIOA.

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**Chipola College is offering two (2) new programs for the current semester:**

**1) Advanced Manufacturing and Production Technology**

Program Length: 600 Hours

For people who are good with their hands and love technology, there is a high demand from business owners who want to see things made right. The new Advanced Manufacturing & Production Technology program prepares students for employment or advanced training in the manufacturing career cluster. This program includes competency-based application and starts with foundational knowledge of safety, quality, leadership, and enterprise systems. Then, continues with transferable skills regarding technological tools, welding machines, instrumentation, materials, and industry processes. When the students complete the program, they will understand fluid power like hydraulics and pneumatics, as well as fundamentals of industrial maintenance.

This program is a planned sequence of instruction consisting of four occupational completion points.

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**2) Building Construction Technologies**

Program Length: 1050 Hours

The high demand for construction jobs is expected to continue in our area well into future decades. The Building Construction Technologies program prepares students for employment or advanced training in the growing building construction industry. This program provides applied learning that contributes to higher order reasoning and problem-solving skills, work attitudes, and occupation-specific skills needed to further education and careers in the Architecture & Construction career cluster. This comprehensive, multi-craft skills training will expose the student to all steps in a building project and allow them to make choices about which trade they most enjoy.

This program is a planned sequence of instruction consisting of two occupational completion points.

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**3) One (1) program/course of study needs to be added to the Florida Panhandle Technical College's list of approved programs:**

**Graphic Design/Digital Media/Multimedia Design**

Program Length: 35 Weeks / 1050 Clock Hours

The growth of the media production and entertainment industry in Florida has increased the demand for experienced multimedia production professionals in private industry, public service, and education. A multimedia designer is a highly capable designer that turns any idea into a professional design by incorporating images, graphics, text, animations, video, and audio. Students acquire knowledge and skill through the use of self-paced interactive software and hands-on exercises that are accompanied by teacher-led lectures and demonstrations. Through the application of a variety of computer software programs, students learn to create an assortment of Multimedia Design projects that are refined over time for their final professional portfolio.

The program is listed on the DEO Regional Demand Occupations List and locally, students are recruited from the class by employers.

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**Staff Recommendation:**

**Approve the additional programs to be added to the Regional Demand/Targeted Occupations List for PY 2020-2021.**

**ACTION NEEDED:**

- 1) For training programs to be sponsored by CareerSource Chipola at Chipola College and Florida Panhandle Technical College, the programs must be approved by the Board.