

**INDIVIDUAL TRAINING CONTRACT**

**CONTRACT NO. 2016-2020-ITA-2328**

**AMENDMENT NUMBER ONE (1)**

**TO**

**CONTRACT NO. 2013-2017-ITA-2328**

**BETWEEN**

**CAREERSOURCE BROWARD**

**AND**

**THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA**

**Contractor/Vendor**

**An Initial Eligible Provider**

**CONTRACT NO. 2016-2020-ITA-2328**  
**Amendment Number One (1) to Contract No. 2013-2017-ITA-2328**

This is Amendment Number One (1) to Contract No. 2016-2020-ITA-2328 (hereinafter called "Contract") entered into on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between CareerSource Broward, hereinafter referred to as CSBD, having its principle office at 6301 N.W. 5<sup>th</sup> Way, Suite 3000, Ft. Lauderdale, FL 33309 and The School Board of Broward County, Florida, a body politic, hereinafter referred to as Contractor, having its principle office at 600 SE 3rd Ave Fort Lauderdale, FL 33311.

In consideration of the covenants and obligations contained herein, the parties hereto do mutually agree to amend Contract No. 2013-2017-ITA-2328 in *total* to be replaced with the following provisions for the term specified below as follows:

**ARTICLE I**

**ORGANIZATIONAL STATUS AND INFORMATION**

**1.1 Contractor Status**

- 1.1.1 Contractor hereby certifies that it is an approved institution by the State Board of Education, licensed by the Florida Department of Education to operate as a degree and/or certificate granting institution in accordance with the requirements set forth by the Florida State Statutes, to provide the course(s) of training described in their application to CSBD.
- 1.1.2 This Contract facilitates the delivery of occupational skills training on an individual basis to students referred by CSBD to Contractor. Contractor warrants that the courses which a participant needs to complete training in the occupational area approved by CSBD are those courses found in the Contractor's Course Catalog and are in accordance with the State Board of Education or Florida Department of Education guidelines governing curriculum and course availability. In the event a program is terminated, Contractor will use internal policy related to teach out that is otherwise afforded to all students where this instance occurs.
- 1.1.3 Contractor shall identify a Contract Liaison within five (5) days of the execution of this Contract and shall notify CSBD in accordance with the Notice section under this Contract whenever there is a change to that individual.

- 1.1.4 Contractor is entering into this contract with the agreement and understanding that their ability to serve as an "Eligible Training Provider" (ETP) and receive referrals into the programs approved for training by CSBD is subject to the requirements applicable to an ETP under the Workforce Innovation and Opportunity Act of 2014, P.L. 113 – 128 and guidance provided by the State of Florida Department of Economic Opportunity which can be found at [http://www.floridajobs.org/docs/default-source/2016-guidance-papers/wioa-etpl\\_policy.pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/2016-guidance-papers/wioa-etpl_policy.pdf?sfvrsn=2) .

## 1.2 Change in Status

- 1.2.1 Contractor certifies that its legal name is as it appears in the introductory paragraph of this Contract and that any name change will be reported to CSBD within thirty (30) days of such action. In such cases an Amendment shall be executed by both parties. Should Contractor fail to notify CSBD of a name change, CSBD will immediately suspend referrals until such time as notice is received.
- 1.2.2 Approval of Contractor's program/course of training is granted by location. Contractor may not register or enroll CSBD participants into classes occurring at campuses not contained and approved in the application submitted to CSBD.
- 1.2.3 Contractor shall immediately inform CSBD of changes in location, accreditation status, licensure, certification, and certificate or issuing capacity.
- 1.2.4 Contractor shall immediately inform CSBD of changes to its degree requirements affecting courses of study on the CSBD Individual Training Account (ITA) list.

## ARTICLE II

### SCOPE OF SERVICES

## 2.1 TRAINING TO BE PROVIDED

- 2.1.1 Contractor agrees to provide training at its accredited and/or licensed facility, on-line or at an externship or clinical site based upon the approval granted by the CSBD governing boards at the time of submission of their application for the courses of study proposed to be placed on the Eligible Training Providers List, or ITA list as it is commonly known.
- 2.1.2 The programs of study into which CSBD students may be enrolled are limited to programs of study on the list of high demand occupations contained in the

State of Florida's Regional Targeted Occupations List (TOL) for Broward County and those approved by CSBD governing boards from the list of approved schools and programs of study issued by the State of Florida and called the Eligible Training Providers List (ETPL).

- 2.1.3 Contractor agrees to provide only the training specified in the Training Voucher presented to the campus Cashier's office for payment by CSBD participants.
  - a. Course authorization shall only be transmitted via a CSBD Training Voucher. No oral approval of courses shall be honored for tuition reimbursement requests.
  - b. Should Contractor enroll students into courses not listed on the Training Voucher, the parties agree that CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.4 Contractor agrees that this Contract does not obligate CSBD to refer students.
- 2.1.5 Contractor may refer prospective applicants to CSBD for program eligibility determination so that they may receive financial assistance for a program of study. Contractor agrees that this Contract does not obligate CSBD to refer students back to Contractor and that CSBD will determine whether the student has the qualifications and desire to attend Contractor's school.
- 2.1.6 Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined on the applicable program sheets of the Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment as described on the CSBD ITA List.
- 2.1.7 Participant Training Vouchers, Referrals and Assessment
  - a. An individual training account (ITA) refers to an amount as determined by the CSBD governing boards, which is available to pay for training for an eligible individual registered and enrolled in a CSBD funded program.
  - b. A training voucher indicates the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
  - c. Neither Contractor nor enrolled eligible individuals have any property rights which attach to individual training accounts and may not access more than the amount necessary to pay for their tuition for the approved course into which they are enrolled or the limit set on the amount of the ITA by the CSBD governing board, whichever amount is lower.



- d. The parties agree that the CSBD Training vouchers are not transferable and have no intrinsic value.
  - e. To assure that CSBD participants are capable of attainment of the skills to be learned through Contractor's course of training, Contractor shall provide CSBD with the grade level at which textbooks for the individual courses of study are normed at the time of submission of their application for each individual course of study requested to be added to the ITA List.
  - f. Regardless of CSBD's participant/applicant scores on Contractor's entrance exams CSBD reserves to itself the right to assess participant/applicants as required by the state using nationally recognized assessment instruments such as the TABE test to determine whether the participant/applicant has the literacy and numeracy skills to be successful.
  - g. Participant/applicant TABE assessment scores which indicates that a prospective student/applicant is not on grade level with respect to the text book grade level provided to CSBD for the course to which the participant has applied, will result in the participant being counseled and denied approval for the individual training account needed for the student/applicant to attend the course of study at Contractor's school.
- 2.1.8 The approval of Training Vouchers for new students for a program of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a program of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each program of study from the date that the contract is signed, until such time as the seventy percent (70%) training-related placement rate can be documented through the State of Florida's management information system and/or Florida Education and Training Placement Information Program (FETPIP), as applicable, and as described in Article 6.1.1 below.
- 2.1.9 From time to time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from the CSBD Special Projects Program Manager. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.10 Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old, as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.

## 2.2 Pell Grants And Other Financial Aid

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- 2.2.1 Contractor agrees that their Financial Aid Office will assist CSBD participants in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance and other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
- 2.2.2 CSBD shall obtain a signed release from each participant to whom a voucher is issued. The release shall be on a form supplied by Contractor or approved by Contractor and shall be drafted in accordance with FERPA requirements. CSBD or the student shall submit the releases to Contractor. Contractor agrees to provide CSBD with the amount of a participant's PELL grant award, or a copy of the participant's Student Aid Report or other document evidencing that the student has been awarded or denied a PELL grant or other financial aid and the manner in which the PELL grant or other financial aid will be disbursed, within thirty (30) days of receipt by the Contractor of notification of the award. This can be transmitted by FAX, email, or through some other system agreed to by CSBD and Contractor.
- 2.2.3 CSBD will issue an initial Training Voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
- 2.2.4 Contractor agrees that they will not collect tuition more than one time for each individual CSBD participant referred. Contractor may not seek or apply Workforce Innovation and Opportunity Act (WIOA) or Welfare Transition Program (WTP) funds and/or any other grant received by CSBD used to pay for participant training/tuition to the total tuition costs for the same participant. Contractor may not combine PELL and WIOA or PELL and WTP funds if the combination of the payments will be in excess of the total tuition listed in the publicly advertised catalogue. Contractor agrees to accept the WIOA and/or WTP payment made by the CSBD as full payment for the tuition and shall not withhold any PELL or other grants in aid or scholarships or in any way hold the participant responsible for any unpaid tuition regardless of whether participant completes training or not except where the CSBD payment and the PELL, other grants in aid, or scholarships are less than the Contractor's tuition, in which case Contractor may also retain the PELL and other financial aid payments. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIOA/WTP funds.
- 2.2.5 Contractor agrees to immediately inform CSBD if its student federal loan default rate falls below the threshold which governs Contractor's PELL eligibility.
- 2.2.6 Contractor agrees to inform CSBD if the Contractor is placed on any Federal Title IV sanctions related to default rates.

- 2.2.7 Contractor will not defer or delay payments of PELL or other financial assistance to students.

### ARTICLE III

#### COMPENSATION

##### 3.1. Tuition, Fees, and Training Vouchers

- 3.1.1 Contractor shall be responsible for the day-to-day administration, coordination, and operation of its program including fiscal and administrative record keeping and documentation.
- 3.1.2 Contractor certifies that the tuition charged for CSBD participants is not more than that charged to the general public.
- 3.1.3 In addition to limiting tuition to the cost of the publically advertised price reimbursement of tuition shall be limited to the Training Voucher amount issued to the student.
- 3.1.4 Payments to Contractor shall be subject to the terms and conditions of this Contract.
- 3.1.5 The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid per student, pursuant to the Training Voucher, which cannot exceed the amount of the Individual Training Account cap approved by the CSBD governing boards, regardless of whether this amount covers the total cost of participant's tuition, registration, testing, books, and lab fees. The amount of the individual training account cap is subject to change regardless of any formal notice to Contractor, as changes in the cap are determined by the CSBD governing boards at a public meeting.
- 3.1.6 CSBD shall not be obligated to pay in excess of the Individual Training Account amount approved for a participant.
- 3.1.7 Policies regarding payment for books, tools, related expenses, and lab fees shall be subject to the CSBD policies regarding their inclusion or non-inclusion in the individual training account limitation and costs determined allowable for reimbursement per participant.
- 3.1.8 Contractor is responsible for verifying costs to be included in the Individual Training Account cap to be paid by CSBD for each individual enrolled prior to or simultaneous with a participant's enrollment. In the event the tuition and related expenses are less than the Individual Training Account cap set by the CSBD governing boards, CSBD shall only be obligated to pay the actual cost of the tuition and approved related expenses.

- 3.1.9 Contractor agrees to accept the CSBD Training Voucher to provide payment coverage and allow students to register and enroll a participant in lieu of cash or a check prior to the start of classes. Each Training Voucher will list the course selections and other items allowable for that participant. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
- 3.1.10 Entry into this Contract for purposes of payment is based on Contractor's annual advertised tuition or price as advertised to the general public. Reimbursement for CSBD participants' tuition may not exceed the advertised total tuition costs or price as contained in the catalogue published for the general public. Contractor may not charge CSBD for tuition and related fees in excess of those advertised to the general public, nor may contractor change the content or required books, supplies and lab fees for CSBD students in excess of what is advertised and charged to the general public.
- 3.1.11 Contractor prices may change from the time of their application and approval for inclusion on the ITA List. Contractor agrees to maintain the price proposed at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Contractor may submit adjustments to their price schedule in May of each year to be effective July 1 through June 30 of the following program year. In no case does CSBD agree to pay in excess of the cap set for Individual Training Accounts/Vouchers by the CSBD governing boards. The CSBD Program Year begins on July 1 and ends on June 30 each year.
- 3.1.12 For private not-for-profit or private for-profit institutions, CSBD shall pay tuition on a monthly basis by dividing the amount of the tuition and other costs up to the Individual Training Account awarded the participant in accordance with the cap set by the CSBD governing boards into monthly installment payments. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days a month.

### 3.2. Withdrawal and Drop Fees

- 3.2.1 Contractor agrees that the payment of tuition and fees by CSBD for participants who withdraw or drop courses shall be governed as follows:
- a. For withdrawals within the first ten (10) class days of the month, CSBD shall not be responsible for the monthly tuition installment payment for that month or for any subsequent month for any unpaid portion of the tuition for which CSBD would otherwise be responsible as applicable to the individual who has dropped out or withdrawn.

- b. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
- c. Contractor agrees that participants referred by CSBD who subsequently withdraw, shall not be personally responsible for any unpaid tuition or fees.
- d. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.

### 3.3. Invoices

- 3.3.1 Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment.
- 3.3.2 To be reimbursed for tuition, participants must attend a minimum of ten (10) class days a month as evidenced by the daily attendance sheets to be submitted with Contractor's invoice for each month in which tuition reimbursement is requested.
- 3.3.3 Contractor shall date stamp Training Vouchers when they are received. In order to receive payment, Contractor shall submit an invoice to CSBD within forty five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
- 3.3.4 In general, CSBD shall not be obligated beyond the maximum Individual Training Account/voucher cap set by the CSBD governing boards. Further, CSBD shall only be obligated for monthly payments through withdrawal or completion of participant(s) whichever amount is less.
- 3.3.5 Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participant.

#### 3.3.6 Invoice Errors

Contractor shall be trained by CSBD regarding the correct way to submit invoices for the reimbursement of tuition. Submission of multiple invoices containing errors shall be reported to the CSBD governing boards and shall be considered a performance failure. Following the training, Contractor will receive a written warning from CSBD if Contractor submits invoices:



- a. Containing mathematical errors, or
- b. Which seek reimbursement for items not covered by the budget, or
- c. Which are late, or
- d. Which do not have the appropriate supporting documentation.

3.3.7 Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.

#### 3.4 Reimbursement of Tuition for Youth

3.4.1 Contractor agrees that with respect to any youth referred by CSBD between the ages of 18 and 24 (who have not yet reached their 24<sup>th</sup> birthday), Contractor will accept the PELL and the CSBD ITA in full payment of their tuition. Any balance of tuition owed will be granted to the youth as a scholarship. CSBD may approve a youth between the ages of 16-18 on a case by case basis with state approval.

#### 3.5 Payment Withholds

3.5.1 To the extent considered necessary by CSBD any sums due Contractor under this Agreement may be retained by CSBD until all of CSBD's claims for credits, overpayments, erroneous payments, payments not due Contractor for reasons of nonattendance or any other reason, pursuant to this Agreement have been resolved. Any amount withheld shall not be subject to interest payments on the part of CSBD.

ARTICLE IV  
CONTRACT DOCUMENTS

4.1 Incorporation of Documents by Reference

4.1.1. This Contract incorporates by reference the following documents as if fully set forth herein:

- a. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD.
- b. Contractor's completed general application to CSBD and each course/program application to be included as an eligible training provider on the CSBD list.
- c. The Training Voucher(s).
- d. Certification regarding Debarment and Suspension.
- e. Drug Free Workplace Form.
- f. Lobbying Certification.
- g. Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)
- h. Certification Regarding Environmental Tobacco Smoke
- i. Assurances and Certifications.
- j. A copy of the licenses/approvals from Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing boards has designated as necessary to meet licensing and accreditation criteria, thereby making Contractor eligible to be on the ITA List.
- k. Accreditation Information, Institutional and/or Programmatic.

4.2.1. The documents referenced above shall be referred to collectively as the "Contract Documents." Where there is a conflict between them, the documents shall control in this order:

- a. The Contract Provisions.
- b. The Training Voucher.



- c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.

## ARTICLE V

### TERMINATION, SUSPENSION AND FAILURE TO PERFORM

#### 5.1 Termination

- 5.1.1 Either party may terminate this Contract upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by CSBD and Contractor. Contractor will be entitled to receive payments for tuition in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any expenses incurred by the Contractor after the effective date of termination of the Contract or any Amendment hereto.
- 5.1.2 Any termination or suspension notice shall be by written notice from CSBD to Contractor or from the Contractor to CSBD in accordance with the Notice section under this Contract. In the event of a termination, which is not for cause, Contractor shall be entitled to payment for approved incurred costs through the date of termination in accordance with the payment provisions under this Contract and only to the extent that funds are made available to CSBD to make such payments.
- 5.1.3 The Parties hereby agree and understand that all tuition payments are contingent upon the availability of federal funds and the continued authorization for program activities under the Workforce Innovation and Opportunity Act, the Welfare Transition Program, or any grant received by CSBD which is used to pay for participant training/tuition as applicable. CSBD may immediately terminate this Contract or provide notice regarding the lack of funds to continue payment of tuition for individual students if for any reason either the US DOL or the State of Florida fails to provide funds for the grant through which this Contract is funded.
- 5.1.4 CSBD may terminate this Contract at any time that the CSBD authorized representative determines that:
  - a. Contractor has failed to provide the program of study or any of the services Contractor has contracted to provide under this Contract or in its Catalog, or
  - b. Contractor has failed to comply with Workforce Innovation and Opportunity Act or Welfare Transition Program requirements affecting PELL or other grants in aid or the training to be provided, or

- c. Contractor's school is not located at the address authorized by the Florida Department of Education, or
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education, or
- e. Contractor is charging CSBD participant/students a tuition and applicable fees different from that offered to the general public for the course of study publically advertised or for the same course of study, or
- f. Contractor's status as an ETP has been suspended by the Florida Department of Economic Opportunity because Contractor has:
  - i. Reported inaccurate performance or demographic information to the state, or
  - ii. Substantially violated the requirements for ETP under WIOA, or the policy issued by CareerSource Florida attached to this Contract as Exhibit A, incorporated herein as if fully set forth in its entirety, or
  - iii. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, an offer of unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
  - iv. Suspension under these circumstances will be for a period of two (2) years, at which time the provider may reapply for initial eligibility.
- g. Contractor has failed to take corrective action:
  - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes. If the complaint is brought to CSBD, CSBD shall refer the student to Contractor.
  - ii. In the event that a monitoring or audit finding related to fiscal issues arises and after notification contractor has not complied with CSBD requested corrective action.
- h. Accreditation of Contractor's school and/or course of study has been suspended or lost, or
- i. If evidence of insurance is not provided.
- j. If it is found that the training is not in accordance with that which was approved by the CSBD governing boards, or

- k. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ITA List, or
- l. If the school or a program of study which was eligible for Title IV federal assistance through PELL grants loses its eligibility to receive PELL grants for its students or for a program of study, or
- m. Contractor's eligibility as an ETP has been revoked or suspended by the State of Florida or by CSBD.
- n. Contractor has not met the required performance as described below in Article 5.3, or
- o. If there have been no enrollments into Contractor's courses of study within any twelve (12) month period during the term of this Contract, or
- p. If Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.

## 5.2 SUSPENSION

### 5.2.1 CSBD may suspend Contractor's Contract or referrals into a program:

- a. For any of the reasons listed in Article 5, section 5.1.4.
- b. CSBD may suspend referrals to a course of study in the event that the Contractor delays the start date of training by more than five (5) business days.
- c. CSBD may suspend referrals to a course of study in the event that the occupational training does not result in an average minimum entry wage required for Broward County pursuant to CSBD governing boards' policy.
- d. CSBD may suspend referrals to a program on the ITA list if more than fifty percent (50%) of the course's total enrollment is comprised of CSBD or other WIOA supported participants.
- e. CSBD may suspend referrals to a program on the ITA list if the training program is for a job or occupation no longer considered to be in demand because it ceases to be on the State of Florida Regional Targeted Occupations List (TOL) for Broward County, or pursuant to CSBD governing boards' policy the occupation is deemed to be saturated because there are more applicants than there are jobs, or
- f. CSBD may suspend referrals to a program on the ITA list if the program of study is materially changed in terms of additional hours to complete the course and/or there is an increase in tuition.

- g. CSBD may suspend Contractor's Contract if the documents necessary to complete the Contract file are not provided, including but not limited to appropriate resolutions identifying the signor, or incomplete Execution pages due to an unauthorized signor, or the name provided is not the correct legal name of the entity.
- h. If following a visit or receipt of information regarding contractor CSBD deems the course of study or school to be detrimental to CSBD participants.
- i. Contractor has not met the required performance as described below in Section 5.3.

### 5.3 FAILURE TO PERFORM

- 5.3.1 CSBD may terminate this Contract or suspend referrals to an approved program of study on the CSBD ITA list of approved courses if a minimum of seventy percent (70%) of the students enrolled by CSBD and who complete their training are not placed in training related jobs pursuant to CSBD policy within ninety (90) days following the completion of training or within a period approved by the CSBD governing boards from the date of completion of training. This determination will be based upon:
  - a. A denominator consisting of the number of CSBD participants enrolled in the course that successfully completes the training and a numerator consisting of those individuals who successfully complete training and are placed into a training related job within the time period approved by the CSBD governing boards from the date of completion of training.
  - b. Training related placement performance will be reviewed by CSBD on a bi-annual basis.
- 5.3.2 CSBD shall provide Contractor with information from time to time regarding the training-related placement performance of students as it appears in the State of Florida Management Information System used to evaluate CSBD Performance.
- 5.3.3 CSBD staff will communicate in writing with Contractor to discuss any need for corrective action.
- 5.3.4 If performance is not met, the course of training will be removed from the ITA List. Referrals will continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time

Contractor may reapply to be included on the CSBD Eligible Training Provider List.

- 5.3.5 If Contractor's eligibility to serve as an ETP is terminated or suspended, they shall be liable for the repayment of funds received under this contract during the time period any of the violations described in paragraph 5.1.4 e occurred.

## ARTICLE VI

### GENERAL REQUIREMENTS

#### 6.1 REPORTS AND INFORMATION

##### 6.1.1 Submission of Reports and Required Documents

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon CSBD's request.
- b. Contractor agrees to assist CSBD participants in obtaining instructor signatures on attendance sheets.
- c. Contractor agrees to provide CSBD with a copy of its insurance certificate which cites CSBD as the named insured on an annual basis for the duration of the contract.
- d. Contractor shall provide a copy or evidence of a license, certificate, or degree, if any obtained by CSBD participants, as well as any academic or equivalent degree, or such other skill certificate as may be awarded to graduates of Contractor's program even if the participant has an outstanding balance with the school.
- e. Contractor agrees to provide CSBD with the financial records of CSBD participants enrolled in Contractor's college, university, or institution in accordance with the FERPA release signed by the participant/student, should the release be required.
- f. Contractor agrees to provide CSBD with tuition information provided to the general public.
- g. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to:
  - i. The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.

- ii. The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
  - iii. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program
  - iv. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program. (For the purposes of this clause, program participants who obtain a secondary diploma or its recognized equivalent shall be included in the percentage counted only if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within one (1) year after exit from the program.
- h. Contractor agrees to notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

6.1.2 Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor agrees to notify CSBD within five (5) business days of a participant's formal withdrawal, absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program and will provide CSBD with a copy of the certificate of completion or the degree.

6.2 Maintenance and Disclosure of Records, Monitoring, and Confidentiality

- 6.2.1 Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Contract or any Amendment hereto for five (5) years following the expiration of this Contract.
- 6.2.2 In the event of an audit or monitoring finding, claim, litigation, negotiation or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.



- 6.2.3 Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity (DEO), the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and payments covered under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws"). Contractor shall only disclose personally identifiable student information to CSBD pursuant to a FERPA Authorization Form, specifying the student information to be released, the purpose of the release, and the recipient, CSBD, signed by students whose tuition is in whole or in part paid for by CSBD. Further Contractor shall provide a FERPA release to CSBD for each student in the CSBD program with respect to whom information is requested from CSBD,
- 6.2.4 In addition to the requirements under Article 6, section 6.2.3, Contractor and CSBD will comply with the requirements of **Exhibit B**, Safeguarding the Confidentiality of Student Records and Information.

### 6.3 Notice

- 6.3.1 All notices required to be given to CSBD under this Contract shall be sufficient when faxed, hand delivered or mailed to the CSBD President/CEO c/o CSBD at its office located at: 6301 N.W. 5<sup>th</sup> Way, Suite 3000, Ft. Lauderdale, FL 33309.
- 6.3.2 All notices required to be given to the Contractor under this Contract shall be sufficient when faxed, hand delivered, or mailed to Contractor's President or his/her designee, at their office located at the address entered in the first paragraph of this Contract.

### 6.4 Force Majeure

- 6.4.1 "Force Majeure" shall mean an event beyond the control of Contractor or CSBD which prevents a Party from complying with any of its obligations under this Contract, including, but not limited to:
- a. An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods.
  - b. Explosions and fire.
  - c. War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo.
  - d. Strike, go slows, lock outs or disorder.



- e. Acts or threats of terrorism.

#### 6.4.2 In the event of a Force Majeure

- a. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.
- b. The "Affected Party" prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- c. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the student/participant.
- d. If participants have already submitted their vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and tuition paid if requested by CSBD.
- e. If participants have attended class and are beyond the drop/add period, Contractor and CSBD shall meet to determine the best course of action for the students. This may include a pro rata partial refund of the tuition paid.

#### 6.5 Compliance with Applicable Laws and Regulations

- 6.5.1 Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014, P. L. 113 - 128 as it may be amended and the rules promulgated thereunder, and the Florida Welfare Transition Program, FS 445 as amended as they may apply to the terms and conditions of this Contract.
- 6.5.2 Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-contracts.
- 6.5.3 Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- 6.5.4 When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as referenced in Article 4, section 4.1.1 (f). If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from

CSBD. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CSBD Legal Department.

6.5.5 When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as referenced in Article 4, section 4.1.1 (d) entitled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

6.5.6 When applicable, the Contractor shall disclose all related party transactions.

## 6.6 No Waiver of Sovereign Immunity

6.6.1 If Contractor is a state agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

## 6.7 Governing Law And Venue

6.7.1 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida the venue situs.

6.7.2 To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.

## 6.8 Contractor Obligations To Adhere To Public Entity Crimes Policy

6.8.1 Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a

conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities.

- 6.8.2 In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

#### 6.9 Equal Employment And Compliance With Discrimination Laws

- 6.9.1 In the discharge of Contractor's duties, Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
- a. Compliance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
  - b. Compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
  - c. Compliance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.
  - d. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended.
  - e. Compliance with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
  - f. Compliance with WIOA Non-Discrimination Requirements at section 188 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.
- 6.9.2 With respect to a determination of undue hardship as it applies to the provision of an accommodation for an individual with a disability Contractor must adhere to 29 CFR Part 37.

- 6.9.3 Contractor assures that its facilities are accessible to the disabled. Should it be determined that Contractor does not meet the minimum requirements as established by US Department of Labor Civil Rights Center Disability Checklist they will be removed from the CSBD ITA list.

## 6.10 Insurance

6.10.1 This is a Vendor Contract. Contractor shall maintain such third party liability and other insurance as is usual and customary for like schools and institutions providing instruction in courses similar to those provided by Contractor. Schools shall at a minimum maintain:

- a. General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than one million dollars (\$1,000,000) and subject to the same limit for more than one person in an amount not less than one million dollars (\$1,000,000) on account of one (1) accident.
- b. The Contractor shall make available to CSBD Certificates of Insurance prior to commencing any operations under this Contract, with such certificates clearly indicating that the Contractor has obtained insurance in the amounts, type and classifications specified in this section.
- c. All insurance coverage required by CSBD under this Contract shall cite CSBD as an additional insured under the policy. In the event the policy is cancelled, CSBD shall have the right to cancel this Contract.

## 6.11 Amendments

6.11.1 This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.

6.11.2 The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

## 6.12 Assignment

Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

### 6.13 Prior Contracts

This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD. In the event that any of the terms and conditions set forth in this Contract is in conflict with Contractor's official proposal, the conflict shall be resolved in favor of this Contract.

### 6.14 Independent Contractors

The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

### 6.15 Headings

The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

### 6.16 Term

6.16.1 This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2020 unless:

- a. Contractor's status as an initial eligible training provider is terminated on June 30, 2017, in accordance with the Workforce Innovation and Opportunity Act of 2014 and the guidelines provided by the State of Florida Department of Economic Opportunity; or
- b. This contract is terminated or suspended in accordance with Article V, or
- c. Contractor fails to reapply for ETP status three (3) months prior to June 30, 2017, in which case there will be no referrals to Contractor until their "continued eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity.
- d. If approved as an ETP prior to June 2017, Contractor fails to reapply for continuing eligibility three (3) months prior to the June 30, 2019.

6.16.2 CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because:

- a. Contractor has lost their eligibility status as an ETP for any reason.
- b. The contract is terminated in accordance with Article V.

#### 6.17 Execution

This document shall be executed in three (3) counterparts, each of which shall be deemed as original.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

The School Board of Broward County, Florida signing by and through its \_\_\_\_\_ following \_\_\_\_\_ (Board, Executive, Commission) approval on the \_\_\_\_ day of \_\_\_\_\_, 2016 and CareerSource Broward signing by and through its President/CEO.

AS TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams  
DN: cn=Kathelyn Jacques-Adams, o=The School District of  
Broward County, Florida, ou=The Office of the General Counsel,  
email=kathelyn.jacques-adams@browardschools.com, c=US  
Date: 2016.07.25 15:31:30 -04'00'

\_\_\_\_\_  
Office of the General Counsel

AS TO CAREERSOURCE BROWARD:

WITNESSED BY:

*[Signature]* L.S.  
*[Signature]* L.S.

BY: *[Signature]*  
(Signature)  
MASON C. JACKSON


TITLE: PRESIDENT/CEO

DATE: 7/26/16

Approved as to form by the CareerSource Broward  
General Counsel  
6301 N.W. 5<sup>th</sup> Way, Suite 3000  
Ft. Lauderdale, FL 33309

BY: *[Signature]*  
Rochelle J. Daniels  
General Counsel



 <b>CareerSource FLORIDA</b> EXHIBIT A Administrative Policy		POLICY NUMBER 90
Title:	WIOA Eligible Training Provider List	
Program:	Division of Workforce Services	
Adopted:	March 1, 2016	
Effective:	March 1, 2016	

#### I. PURPOSE AND SCOPE

The purpose is to provide guidance to Local Workforce Development Boards ("Local Board(s)"), as well as post-secondary training providers of training services programs funded under the Workforce Innovation and Opportunity Act (WIOA), regarding the Eligible Training Provider ("ETP") requirements. The document provides guidelines for: the initial and subsequent determination of eligibility of training providers; the federal and state requirements for training providers; performance standards, the reporting of data and the removal provisions for training providers.

#### I. BACKGROUND (if applicable, include revision history)

The Workforce Innovation and Opportunity Act, at Section 122, 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 provided under section 133(b), WIOA, for the provision of training services in local areas in the State. This policy describes the process for determining eligible training providers for WIOA Title I-B adult and dislocated worker training participants and for publicly disseminating the list of these providers with relevant information about their programs. The workforce development system established under WIOA emphasizes informed consumer choices, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and training

services programs is vital to achieving these core principles. The State and Local Boards' Eligible Training Provider Lists ("ETPL") and the related eligibility procedures ensure the accountability, quality and labor-market relevance of training services programs that receive funds through WIOA title I-B. The State and Local Boards' ETPLs are also a means for ensuring informed customer choice for individuals eligible for training. In administering the eligible training provider process, the State and Local Boards must work to ensure that qualified providers, offering a wide variety of job-driven training programs, are available. The State and Local Boards' ETPLs are made publicly available online through Web sites and searchable databases as well as any other means the State and Local Boards use to disseminate information to customers. The ETPLs, easily available in an electronic format, are accompanied by relevant performance and cost information and are presented in a way that is easily understood, in order to maximize informed customer choice and serve all significant populations groups.

### III. AUTHORITY

Workforce Innovation and Opportunity Act (WIOA), Sections 122,133

WIOA Regulations, 20 CFR 680.400 et seq.. Subpart D - Eligible Training Providers

Florida Statutes, Chapter 445 - Workforce Innovation FS Chapter 1005

Florida Statutes, Chapter 1008 - Florida Education and Training Placement Information Program

Nonpublic Postsecondary Education FAC6E - Commission for Independent Education FS Chapter 1008.

### IV. POLICIES AND PROCEDURES

**NOTE: Consistent with TEGL 41-14, this Administrative Policy requires all Local Boards to revise their policies for the selection and retention of Eligible Training Providers and Programs to be consistent with WIOA and this Policy no later than June 30, 2016.**

### V. PROCEDURES/POLICY

#### A. TRAINING PROVIDERS AND PROGRAMS SUBJECT TO ETP REQUIREMENTS

Eligible providers of training services programs ("ETP") are entities that are eligible to receive WIOA title I-B funds for adult and dislocated worker participants who enroll in training services programs through "Individual Training Accounts" ("ITA"). ITAs may also be used for WIOA Title I

Youth funds to provide training to older, out-of-school youth, ages 18 to 24. To be eligible to receive training funds under Section 133(b), WIOA, the ETP shall be:

**1. Higher Education**

An institution of higher education that provides a program that leads to a recognized postsecondary credential, or;

**2. Apprenticeship programs**

An entity that carries out programs registered under the Act of August 16, 1937 (commonly known as National Apprenticeship Act (NAA) (50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.), or;

**3. Other public/private providers**

Other public or private providers of training services programs, which may include joint labor-management organizations, pre-apprenticeship programs and occupational/technical training, or;

**4. Adult education and literacy activities**

Providers of adult education and literacy activities under title II if such activities are provided in combination with occupational skills training.

**5. Targeted Occupation List (TOL) Compliance**

With the exception of V(B)(2) training providers, all other training providers' programs shall be for training for occupations on the applicable Local Board TOL, current at the time of training, to be eligible to receive training funds under Section 133(b), WIOA

**B. ELIGIBILITY UNDER WIOA**

Of those eligible training providers limited in section V(A)(I-4), training providers fall into three categories: those already eligible; those that are exempt, and; non-exempt providers not previously eligible under WIA.

**1. Training Providers Already Eligible Before The Transition Period:**

Training providers eligible to provide training services programs under chapter 5 of subtitle B of title I of the Workforce Investment Act of 1998 (WIA) before the effective starting date of this Policy may continue to provide services up to and during the transition period, but are required to apply for "Continued Eligibility" and be approved before the end of the transition period (June 30, 2016). (See Sections V(E&L)). (Caveat: Those institutions, such as state universities and state colleges, which were "exempt" under WIA are no longer exempt under WIOA except as defined below.) The eligibility of the providers will be determined under the application procedure for

"Continued Eligibility" established by CSF—on behalf of the Governor—as described below in section V(E).

## **2. Exempt Eligible Training Providers:**

Entities that carry out apprenticeship programs registered under the National Apprenticeship Act (NAA) (50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) are exempt from "Initial" and "Continued Eligibility" application procedures under V(C) and V(E). Registered apprenticeship programs are to be included and maintained on the Eligible Training Providers List (ETPL) as long as the corresponding program remains registered and will remain on the ETPL until it is deregistered or until the registered apprenticeship program notifies DEO in writing that it no longer wants to be included on the ETPL. Exempt eligible training providers shall not be subject to section V(J).

## **3. Non-exempt Providers Not Previously Eligible Under WIA.:**

Entities that do not fall under the above two categories must apply through the "Initial Eligibility" application procedure (see below) for listing on the ETPL through the appropriate Local Board(s).

**Note:** when a postsecondary educational institution or an entity providing apprenticeships offers training services programs that do not meet the requirements under the criteria listed above (as examples; not degree or certificate-based, or not a registered apprenticeship), they must also apply through the "Initial Eligibility" application procedure in section V(C)(3).

## **C. INFORMATION REQUIREMENTS TO ESTABLISH "INITIAL ELIGIBILITY"**

### **1. Initial Eligibility Pursuant To WIA**

Providers of training services programs who are not currently eligible may seek eligibility pursuant to the Workforce Investment Act of 1998 ("WIA") eligibility requirements (as set forth in the Local Plans of the Local Boards to which the provider is applying) before the effective starting date of this Policy.

### **2. Initial Eligibility Pursuant To WIOA Starting January 1, 2016**

Providers of training services programs who are not eligible on the effective starting date of this Policy shall seek eligibility pursuant to the Workforce Innovation and Opportunity Act ("WIOA") "Initial Eligibility" requirements (as well as the criteria of the Local Boards to which the provider is applying). Providers of training services programs seeking "Initial Eligibility" receive "Initial Eligibility" for only one (1) full year, after which they may seek "Continued Eligibility". The provider shall supply verifiable program-specific performance information pursuant to criteria established by the Local Board for the Local Area in which the provider applies to provide training

services programs. Such information shall support the provider's ability to serve participants under section 122, WIOA. Such information shall include as a minimum, but is not limited to:

- a. Verification the provider is licensed, certified, or otherwise authorized under Florida law to provide training services programs. (This applies to in-state and out-of-state providers.)
- b. A detailed description of each training services program the applicant intends to provide.
- c. Information on the cost of attendance, including, but not limited to, tuition and fees.
- d. Whether the training program leads to an industry-recognized credential, including recognized postsecondary credential, identifying that credential.
- e. Whether the credential can be stacked with other credentials as part of a sequence to move an individual along a career pathway or up a career ladder.
- f. Whether the provider has developed the training in partnership or collaboration with a business or industry (identifying the business or industry).
- g. Identify the in-demand industry sectors and occupations which best fit with the training program.
- h. A description of the prerequisites or skills and knowledge required prior to the commencement of training.
- i. Verification the training program is for an occupation on the Local Area TOL.

### **3. Application:**

a. Except for V(B)(2) training providers (registered apprenticeships), all applications for WIOA "Initial Eligibility" must be submitted to each of the Local Boards for which the training provider wants to provide training services. The training provider must specifically identify the program(s) it intends to provide for each Local Area. The training provider shall provide the information described in subparagraph V(C)(2)(a through i) above to the Local Board in a manner that will permit the Local Board to make a decision on inclusion of the training provider on the Local ETPL.

b. A provider that receives "Initial Eligibility" under this paragraph for any program shall be subject to all the requirements for that program even after such "Initial Eligibility" expires.

c. Registered apprenticeship programs are not subject to the "Initial Eligibility" criteria or application requirements. While registered apprenticeships are automatically eligible, not all registered apprenticeship programs may want to be included on the list. Registered

apprenticeship programs shall automatically be included on the State ETPL until such time as the Individual Training Agreement

program: 1) loses its registration; or 2) notifies DEO in writing that it wants to be removed from the ETPL.

#### **4. Future Online Applications**

It is DEO and CSF's intent to create a single online resource for training providers to submit their applications to one or more Local Boards. When the online system is created, this Policy shall be amended accordingly. Until then, each Local Board shall establish its own local application procedures for Initial Eligibility and Continued Eligibility training providers (similar to how training providers' applications were processed under WIA.)

### **D. ADDITIONAL ELIGIBILITY INFORMATION AND CRITERIA FOR LOCAL AREAS**

#### **1. Additional Eligibility Information And Criteria**

Pursuant to section 122(b)(3), WIOA, a Local Board, through local policy, may establish additional criteria and required information for program eligibility within its Local Area. This may include setting required levels of performance as criteria for training providers (and their programs) to become or remain eligible to provide training services programs in that Local Board's particular Local Area. Training providers are advised that the same program(s) approved for some Local Areas may be denied for other Local Areas based on local criteria and/or need. Only the training providers and training provider programs approved by the Local Boards will be listed as part of the ETPL.

#### **2. Local Board ETPL Policy and Procedures**

Local Boards must establish a local ETPL Policy and Procedures for the approval of providers and programs that includes (but is not limited to):

- a. The method for public notification of the local approval process for the approval of eligible training providers, and'
- b. Any local criteria which is in addition to the WIOA-required criteria for Initial Eligibility and Continuing Eligibility training providers, and;
- c. The process for adding and deleting training providers and training provider programs to or from the local ETPL, and;
- d. The process for posting local policies pertaining to the approval or disapproval of training providers and training provider programs on the local websites, and;
- e. The process for listing of approved training providers and training provider programs, the listing of the local ETPL and the listing of the State ETPL on the One-Stop website, and;

f. The process for the Local Board listing, solely at the Local Board's discretion, on its local ETPL, training providers and training provider programs approved elsewhere in Florida when the training provider has not applied in that Local Area provided they meet the Local Board's needs and criteria.

#### **E. INFORMATION REQUIREMENTS TO ESTABLISH "CONTINUED ELIGIBILITY"**

##### **1. Two-Year Renewals**

After a training provider has: 1. completed the "Initial Eligibility" period of at least one (1) full year, or; 2. successfully applied under the initial implementation of this Policy as a training provider eligible under V(B)(1), all eligible training providers must submit applications for "Continued Eligibility" every two years to maintain their eligibility. Applications for "Continued Eligibility" must be submitted three (3) months before eligibility expires (except for the initial implementation of this Policy). Once on the ETPL, the "Continued Eligibility" application is required. Removal from the ETPL for a period of time does not return the training program to an "Initial Eligibility" status unless, pursuant to section V(I) ("Enforcement"), the training provider's "Continued Eligibility" status was removed.

##### **2. Information**

Each "Continued Eligibility" applicant shall supply the following information:

a. Verification the provider is licensed, certified, or otherwise authorized under Florida law (if applicable) to provide training services programs. This applies to in-state and out-of-state providers. If an out-of-state provider, Attachment 2 also applies. A section V(B)(1) training provider is exempt from providing verification unless its license, certification or authorization status has changed since its last application.

b. The total number of persons enrolled in the program.

c. The total number of participants enrolled in the program.

d. The total number of persons completing in the program.

e. The total number of participants completing the program.

f. The total number of persons awarded a Recognized Postsecondary Credential (or other credential, if applicable),

g. The total number of participants awarded a Recognized Postsecondary Credential (or other credential, if applicable.)

h. The total number of persons employed after completing in the program.

i. The total number of participants employed after completing the program.



j. Information on cost of attendance, including costs of tuition and fees, for participants completing the program.

k. Information on Recognized Postsecondary Credentials (or other credential, if applicable) received by such participants.

l. Whether the credential can be stacked with other credentials as part of a sequence to move an individual along a career pathway or up a career ladder.

m. Description of how the provider will ensure access to training services programs throughout the State, including in rural areas, and through the use of technology (if applicable).

n. Description of how the training services programs serve individuals who are employed and individuals with barriers to employment.

o. Information reported to State agencies with respect to Federal and State training services programs (other than the program carried out under this subtitle), including one-stop partner programs.

p. Such other factors as a Local Board determines are appropriate to ensure:

i) the accountability of the providers;

ii) that the one-stop centers in the State will ensure that such providers meet the needs of local employers and participants;

iii) the informed choice of participants among training services providers; and

iv) see section V(D) above

### **3. Florida Education And Training Placement Information Program ("FETPIP") Information**

Those training providers who have reported any of the above information to FETPIP may utilize FETPIP information in their applications.

**4. Application a.** Except for V(B)(2) training providers (registered apprenticeships), all applications for WIOA "Continued Eligibility" must be submitted to each of the Local Boards for which the training provider wants to provide training services. The training provider must specifically identify the program(s) it intends to provide for each Local Area. The training provider shall provide the information described in subparagraph V(E)(2)(a through p) above to the Local Board in a manner that will permit the Local Board to make a decision on inclusion of the training provider on the Local ETPL. A provider that receives "Continued Eligibility" under this paragraph for any program shall be subject to all the requirements for that program even after such "Continued Eligibility" expires.

b. Registered apprenticeship programs who chose to remain on the ETPL are not subject to the "Continued Eligibility" application process.

#### **F. MINIMUM PERFORMANCE TARGETS**

During program year 2016, while the ETPL Policy will not impose state-wide minimum performance targets as eligibility criteria for training programs to remain on either the State or Local ETPL, a Local Board, at its discretion, may continue (or commence) to apply Local Area performance standards (or "targets") as part of its local ETP criteria. Performance information for each program will be posted on the ETPL to help consumers make an informed decision. Once the transition from WIA to WIOA is complete, this Policy may be revised to establish minimum performance targets, by the State for statewide application or by Local Boards for Local Area application, in order for training providers and their programs to remain on the State or Local Area ETPL.

#### **G. EXCEPTIONS TO THE ETPL POLICY REQUIREMENTS**

There are exceptions to the required use of the ETPL for ITA funded training. In situations covered by these exceptions, a contract for services may be used to provide for training instead of the ETPL

**1. Work-Based Training** On-the-job ("OJT") training, customized training, incumbent worker training, internships, paid or unpaid work experience and transitional employment are not included in the ETPL and therefore are not subject to the eligibility requirements. Local Boards are required to identify their criteria for selecting such contractors in local policy in their Local Plans and any performance information required by the State will be specified in the specific policies for those types of training.

#### **2. Insufficient Number of Providers**

Where a Local Board determines there are an insufficient number of eligible providers in the Local Area to accomplish the purpose of an ITA, the Local Board may use providers not on the ETPL only if the Local Board uses a process for training provider selection previously approved in its Local Plan. The Local Plan must describe how this determination is to be made and the process for contracting training service providers.

**H. ELIGIBLE TRAINING PROVIDER LIST AND INFORMATION TO ASSIST PARTICIPANTS IN CHOOSING PROVIDERS****1. Eligible Training Provider List**

DEO shall annually prepare on or before January 31 of each year a Florida statewide Eligible Training Provider List from the information received from the Local Boards' selection of ETPs. The ETPL may be updated during the year at DEO's discretion. In order to facilitate and assist participants in choosing employment and training activities and in choosing providers of training services programs, the Local Board shall ensure there is an appropriate number of ETPs offering program(s) in the Local Area. Each participant shall be given access to "accompanying information" identifying the recognized postsecondary credential offered by the provider and other appropriate accompanying information as described in section V(H)(2). The ETPL shall be provided to all the Local Boards in the State, and made available to such participants and to members of the public through the one-stop delivery system in the State.

**2. Accompanying Information.**

The accompanying information shall include, but is not limited to:

- a.) with respect to eligible training providers described in subparagraphs V(E)(1), ["Continued Eligibility"], information listed in section V(E)(2)(a-l) and Attachment 1 supplied by such providers, disaggregated by local areas served;
- b.) with respect to training providers described in subsection V(C)(2), ("Initial Eligibility"), information listed in section V(C)(2)(a-i) supplied by such providers, disaggregated by local areas served.
- c.) such other information as the Local Board determines to be appropriate.

**3. Availability and Limitation.**

The ETPL and the accompanying information shall be made available to such participants and to members of the public through the one-stop delivery system in the State. In carrying out the requirements of this subsection, no personally identifiable information regarding a student, including a Social Security number, student identification number, or other identifier, may be disclosed without the prior written consent of the parent or student in compliance with section 444 of the General Education Provisions Act (20 U.S.C. 1232g).

**4. Public Opportunity To Comment**

In establishing criteria, information requirements, procedures, and the list of eligible providers, both the State for the state policy/statewide ETP list and the Local Boards for the Local Area

Policy/Local Area ETP list shall provide an opportunity for interested members of the public to make recommendations and submit comments regarding such criteria, information requirements, procedures, and list.

## **I. ENFORCEMENT**

### **1. Supplying Inaccurate Information**

Upon a determination that a provider of training services programs, or an individual providing information on behalf of the provider, violated this Policy or WIOA (or title I of the Workforce Investment Act of 1998, as in effect on the day before such date of enactment of WIOA) by supplying inaccurate information, the eligibility of such provider to receive funds under chapter 3 shall be terminated for a period of time that is not less than 2 years and the provider's program shall be removed from the ETPL for the same length of time. The provider may be excused if the supplying of inaccurate information was unintentional but the burden of proof of that defense is upon the provider.

### **2. Substantial Violation**

Upon a determination that a provider of training services programs substantially violated a requirement or requirements under this Policy or under WIOA (or title I of the Workforce Investment Act of 1998, as in effect on the day before such date of enactment of WIOA), the eligibility of such provider to receive funds under chapter 3 (as stated in section 122(f)(1)(B), WIOA) for the program involved shall be terminated for a period of not less than 2 years and the provider's program shall be removed from the ETPL for the same length of time. "Substantial Violation" may be construed to be one or more egregious violations in a short period of time or numerous minor violations over a longer period of time.

### **3. Removal**

A training provider or its programs may be removed for failing to comply with this Policy, WIOA, State of Florida and/or Local Area requirements, or when the training program is no longer needed or desired, or for cause. "For cause" shall include, but not be limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, misfeasance, malfeasance, nonfeasance or lack of performance.

### **4. Unlawful Remuneration**

An ETP's offer of unlawful remuneration to attract participants shall result in the eligibility of such provider to receive funds under chapter 3 (as stated in section 122(f)(1)(B), WIOA) for the program

involved to be terminated for a period of not less than 2 years and the provider's program shall be removed from the ETPL for the same length of time.

#### **5. Repayment**

A provider of training services programs whose eligibility is terminated under paragraph (1), (2) or (3) shall be liable for the repayment of funds received under chapter 5 of subtitle B of title I of the Workforce Investment Act of 1998, as in effect on the day before such date of enactment, or "chapter 3 of this subtitle" (as stated in section 122(f)(1)(C), WIOA) during a period of violation described in such subparagraph.

#### **5. "Continued Eligibility" Status May Be Removed**

A "Continued Eligibility" provider of training services programs whose eligibility is terminated under paragraph (1), (2) (3) or (4) may, at DEO's discretion, lose its status as a "Continued Eligibility" training provider (see section V(E)(1)) and may be required to reapply as an "Initial Eligibility" training provider before being allowed to provide services.

#### **6. Construction**

The above subsections V(I)(1-5) shall be construed to provide remedies and penalties that supplement, but shall not supplant, civil and criminal remedies and penalties specified in other provisions of law.

#### **J. COLLECTION AND DISSEMINATION OF INFORMATION 1. ETP Reports To FETPIP and EFM**

ETPs must report participants' data for each approved program to the Florida Education & Training Placement Information Program (FETPIP) pursuant to section 445.004(9)(e) and the Employ Florida Marketplace (EFM) once accommodations have been completed for reporting. Florida law requires that educational and workforce training providers report student/participant performance data for each of their training programs to FETPIP. Florida school districts, community colleges, state colleges and state universities report their data directly to FETPIP. Other institutions that wish to be approved as a WIOA ETP must become licensed with the Commission for Independent Education (CIE), when applicable, which coordinates the gathering and analysis of student performance data with FETPIP. Institutions providing secondary training, education or skills that wish to be approved as a WIOA ETP must maintain regional AdvancED/SACS accreditation as a secondary public or private school district.

**K. APPEALS**

For an appeal from any decision made by a Local Board, the appellant shall follow the appeals procedure established in its Local Plan by the Local Board making the decision. For an appeal from any decision made at the State level, the appellant shall follow the appeals procedure established by DEO.

**L. TRANSITION PERIOD FOR IMPLEMENTATION**

CareerSource Florida, DEO and the Local Boards shall implement the requirements of this Policy in a timely manner after the date of enactment of WIOA on July 22, 2014. Pursuant to TEGL 41-14, Change 1, providers eligible on July 22, 2014 to provide training services programs under chapter 5 of subtitle B of title I of the Workforce Investment Act of 1998, (WIA) may continue to be eligible to provide such services until June 30, 2016. Providers seeking eligibility after July 22, 2014 up to the effective starting date of this Policy shall continue to use the application and approval process used under WIA. Pursuant to TEGL 41-14, Change 1, there shall be a transition period starting on the effective starting date of this Policy and ending June 30, 2016 in which all Section V(E) training providers ("Continued Eligibility" training providers) shall submit and have their applications approved under this Policy. "Continued Eligibility" training providers whose applications has not been approved by close of business June 30, 2016 must cease providing training services until such time as their applications are approved under this Policy. Those training providers seeking "Initial Eligibility" are not affected by this transition period and may apply for "Initial Eligibility" at any time starting on the effective starting date of this Policy.

**VI. DEFINITIONS**

**A. CareerSource Florida ("CSF"):** CareerSource Florida is the principal workforce policy organization for the State of Florida. When mentioned in this policy, it is understood that CSF is acting on behalf of the Governor as provided in Section 101(d), WIOA.

**B. Credential:** a formalized recognition (such as a certificate or certification) of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation, the technical or occupational skills being generally based on standards developed and/or endorsed by employers. A credential can be stacked with other credentials as part of a sequence to move an individual along a career pathway or up a career ladder. (A "work readiness" certificate is not included in this definition because it does not document "measurable technical or occupational skills necessary to gain employment or advance within an occupation.")



**C. Department of Economic Opportunity ("DEO"):** The Department of Economic Opportunity is Florida's state workforce executive agency and is CSF administrative entity for this policy. When mentioned in this policy, it is understood that DEO is acting on behalf of the Governor as provided in Section 101(d), WIOA.

**D. Eligible Training Provider ("ETP"):** A provider of training services programs who has met the eligibility requirements to receive WIOA Title I Adult and Dislocated Worker funds for providing training services programs to eligible individuals. Eligible training providers may also receive Title I Youth funds through ITAs under certain conditions, see Section B. An ETP is an ETP only for the LWDBs which have approved the ETP for their Local Areas and only for the program(s) which each LWDB has approved the ETP to provide in that LWDB's Local Area. An ETP approved by one LWDB does not necessarily mean the ETP will be approved by other LWDBs as each LWDB's ETP criteria and need may differ. An ETP's program(s) approved by one LWDB does not necessarily mean the program(s) will be approved for other Local Areas as the other LWDBs' criteria and need for the program(s) may differ. An ETP will be listed on the LWDB's Local ETPL only if the ETP has its program(s) currently approved by the LWDB compiling the Local ETPL.

**E. Participant:** A person who is eligible under, and receiving training services under, Title I-B in an approved program from an approved training provider.

**F. Program completer:** A program participant who has met all the requirements of a training program.

**G. Program of Training Services:** A training services program is one or more courses or classes, or a structured regimen that leads to one or more of the following:

- 1) A recognized post-secondary credential, secondary school diploma or its equivalent, or; Employment, or;
- 2) Measurable skill gains toward such a credential or employment.

**H. Recognized Postsecondary Credential:** A formalized recognition consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State or Federal Government, or an associate or baccalaureate degree.

**I. Targeted Occupation Lists (TOL):** These are the lists, compiled locally as well as statewide, which define demand occupations based on short and long term growth forecasts with a focus on occupations requiring high skills and provide high wages. Local TOLs are compiled and approved by Local Boards in consultation with DEO's Labor Market Statistics Center, based on data provided by the Workforce Estimating Conference, as well as additional data provided by the Local Boards

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themselves. The state list is a compilation of the local TOLS from the 24 Local Boards. Unless excepted, training services programs for adults and dislocated workers must be directly linked to demand occupations on the local and/or state lists. Pursuant to TOL policy, Local Boards may add or remove occupations based on local needs or requirements.

**VII. ATTACHMENTS (if applicable)**

Attachment 1 - Performance Reporting

Attachment 2 - Out of State Training Institutions

**ATTACHMENT 1**

**PERFORMANCE REPORTING**

Training providers' performances in respect to the performance accountability measures and other matters for which information is required under section 122(b)(2), WIOA include:

- I. Information on the performance of the provider with respect to the following performance accountability measures described in section 116(i)(I-IV), WIOA, for such participants (taking into consideration the characteristics of the population served and relevant economic conditions), and information specifying the percentage of such participants who entered unsubsidized employment in an occupation related to the program, to the extent practicable;
- II. The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program;
- III. The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
- IV. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;
- V. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program. (For the purposes of this clause, program participants who obtain a secondary diploma or its recognized equivalent shall be included in the percentage counted only if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within one (1) year after exit from the program.)

**ATTACHMENT 2**

**OUT-OF-STATE TRAINING INSTITUTIONS**

Out-of-state postsecondary training institutions that are not operating within the State of Florida and are not required to be licensed by the Florida Commission for Independent Education (CIE) must provide the following information to each Local Board with which it wishes to do business:

1. Information listed in V(C) if applying for "Initial Eligibility" or V(E) if applying for "Continuing Eligibility" and Attachment I if applicable for each program for which it seeks approval, and;
2. Evidence that the institution (and applicable programs) is accredited by an accreditation agency approved by the United States Department of Education, and;
3. Evidence that the institution meets the licensing requirements of its home state, and;
4. Evidence that the institution is on its state's Eligible Training Provider List.

In order to provide performance information for its programs, out-of-state providers are required to report their student completion data to FETPIP to the extent feasible under established reporting mechanisms.

## **Exhibit B**

### **Safeguarding the Confidentiality of Student Records and Information**

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA.

Each party participating in this Agreement agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law.

This section shall survive the termination of all performance or obligations under this Agreement.

**INDIVIDUAL TRAINING AGREEMENT**

**Agreement # 2013-2017-ITA-2328**

**BETWEEN**

**WORKFORCE ONE EMPLOYMENT SOLUTIONS**

**And**

**THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA**



AGREEMENT NO. 2013-2017-ITA-2328

This Agreement entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between WorkForce One Employment Solutions, hereinafter referred to as WF1, and The School Board of Broward County, Florida, a body politic, hereinafter referred to as Contractor. In consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by WF1 to Contractor or June 30, 2017, whichever date comes later.

ARTICLE I

ORGANIZATIONAL STATUS AND INFORMATION

1.1 Contractor Status

- 1.1.1 Contractor hereby certifies that it is an approved institution by the State Board of Education, authorized or licensed by the Florida Department of Education to operate as a degree and/or certificate granting institution in accordance with the requirements set forth by the Florida State Statutes, to provide the course(s) of training described in their application to WF1.
- 1.1.2 Contractor warrants that the courses which a participant needs to complete training in the occupational area approved by WF1 are those courses in the Contractor's Course Catalogue and Contractor warrants that these courses or their equivalent, with no increase in the length of training or price, will remain available until the participant completes training in accordance with the State Board of Education or Florida Department of Education guidelines governing curriculum and course availability.
- 1.1.3 Contractor shall identify a Contract Liaison within five (5) days of the execution of this Agreement and shall notify WF1 in accordance with the Notice section under this Agreement whenever there is a change to that individual.

## 1.2 Change in Status

- 1.2.1 Contractor certifies that its' legal name is as it appears in the introductory paragraph of this Agreement and that any name change will be reported to WF1 within thirty days (30) of such action. Should Contractor fail to notify WF1 of a name change, WF1 will immediately suspend referrals until such time as notice is received.
- 1.2.2 Contractor shall immediately inform the WF1 of changes in location, accreditation status, licensure, certification, and certificate or issuing capacity.
- 1.2.3 Contractor shall immediately inform the WF1 of changes to its degree requirements affecting courses of study on the WF1 Individual Training Account (ITA) list.

## ARTICLE II

### SCOPE OF SERVICES

## 2.1 TRAINING TO BE PROVIDED

- 2.1.1 Contractor agrees to provide training at its licensed facility, on-line or at an externship site.
- 2.1.2 Contractor agrees to provide training as specified in the Training Voucher presented to the Registrar by WF1 participants.
- 2.1.3 Contractor understands that this Agreement does not obligate WF1 to refer students.
- 2.1.4 Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and hours per course as outlined in the Contractor Course Catalogues approved for the student at the time of their enrollment as described on the WF1 ITA List.
- 2.1.5 The courses of study into which WF1 students may be enrolled are limited to courses of study on the list of high demand occupations contained in the State of Florida's Targeted Occupations List (TOL) and those approved by WF1 governing Boards from the list of approved schools and courses of study issued by the State of Florida and called the Eligible Training Providers List (ETPL).

#### 2.1.6 Participant Training Vouchers, Referrals and Assessment

- a. Contractor may refer prospective applicants to WF1 for program eligibility determination so that they may receive financial assistance for a course of study.
- b. To assure that WF1 participants are capable of attainment of the skills to be learned through Contractor's course of training, Contractor shall provide WF1 with the grade level at which textbooks for the individual courses of study are normed at the time of submission of their application for each individual course of study requested to be added to the ITA List.
- c. Regardless of WF1's participant/applicant scores on Contractor's entrance exams, WF1 reserves to itself the right to assess participant/applicants as required by the state using nationally recognized assessment instruments such as the TABE test to determine whether the participant/applicant has the literacy and numeracy skills to be successful.
- d. Participant/applicant TABE assessment scores which indicates that a prospective student/applicant is not within one grade level of the text book grade level provided to WF1 for the course to which the participant has applied, will result in the participant being counseled and denied approval for the individual training account needed for the student/applicant to attend the course of study at Contractor's school.

2.1.7 The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following WF1 governing boards' approval to add a course of study to the ITA list, Contractor shall be limited to ten (10) WF1 student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP) as described in Article 6.1.1 below.

2.1.8 From time to time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from the WF1 Special Projects Program Manager.

2.1.9 Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and WF1 shall not be obligated to reimburse for those Training Vouchers.

## 2.2 Pell Grants And Other Financial Aid

- 2.2.1 Contractor agrees that their Financial Aid Office will assist WF1 participants in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance and other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
- 2.2.2 Contractor agrees to provide WF1 with the amount of a participant's PELL grant award, or a copy of the participant's Student Aid Report or other document evidencing that the student has been awarded or denied a PELL grant or other financial aid and the manner in which the PELL grant or other financial aid will be disbursed, within thirty (30) days of receipt by the Contractor of notification of the award. This can be transmitted by FAX, email, or through some other system agreed to by WF1 and Contractor. WF1 will require students to provide a release form, if required by Contractor so that WF1 can get this information. A copy of the release will be sent to Contractor.
- 2.2.3 WF1 will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to WF1 by Contractor.
- 2.2.4 Contractor agrees that they will not collect tuition more than one time for each individual WF1 participant referred. Contractor may not seek or apply Workforce Investment Act (WIA), and/or Welfare Transition Program (WTP) funds to the total tuition costs for the same participant. Contractor may not combine PELL and WIA or PELL and WTP funds if the combination of the payments will be in excess of the total tuition listed in the publicly advertised catalogue. Contractor agrees to accept the WIA and/or WTP payment made by the WF1 as full payment for the tuition and shall not withhold any PELL or other grants in aid or scholarships or in any way hold the participant responsible for any unpaid tuition regardless of whether participant completes training or not except where the WF1 payment and the PELL, other grants in aid, or scholarships are less than the Contractor's tuition, in which case Contractor may also retain the PELL and other financial aid payments. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIA/WTP funds.
- 2.2.5 Contractor agrees to immediately inform WF1 if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility.

- 2.2.6 Contractor will not defer or delay payments of PELL or other financial assistance to students.

### ARTICLE III

#### COMPENSATION

##### 3.1. Tuition, Fees, and Training Vouchers

- 3.1.1 Contractor shall be responsible for the day-to-day administration, coordination, and operation of its program including fiscal and administrative record keeping and documentation.
- 3.1.2 Entry into this Agreement for purposes of payment is based on the advertised tuition or price as contained in the Contractor's Catalogue advertised to the general public. Deviations from that price even if contained in Contractor's Application submitted to WF1 for a course of training to be placed on the ITA List will not be honored. Reimbursement for WF1 participants' tuition may not exceed the advertised total tuition costs or price as contained in the catalogue published for the general public.
- 3.1.3 Payments to Contractor shall be subject to the terms and conditions of this Agreement.
- 3.1.4 The Training Voucher may cover enrollment, tuition, and registration fees minus any scholarships or other financial aid per student, including book and lab fees and other fees, as applicable, pursuant to the Training Voucher, which cannot exceed the amount of the individual training account cap approved by the WF1 governing boards, regardless of whether this amount covers the total cost of participant's tuition, registration, testing, books, and lab fees. The amount of the individual training account cap is subject to change and notice will be provided in accordance with the Notice section under this Agreement.
- 3.1.5 WF1 shall not be obligated to pay in excess of the individual training account amount approved for a participant.
- 3.1.6 The individual training account is an amount which is determined by the WF1 governing boards, as available, to pay for training for an eligible individual registered and enrolled in a WF1 funded program. Neither Contractor nor Individuals have any property rights which attach to individual training accounts and may not access more than the amount necessary to pay for their tuition for the approved course into which they are enrolled or the limit set on the amount of the Individual Training Account by the WF1 governing Board, whichever amount is lower.



- 3.1.7 Policies regarding payment for books, tools, related expenses, and lab fees shall be subject to the WF1 policies regarding their inclusion or non-inclusion in the individual training account limitation per participant.
- 3.1.8 Contractor is responsible for verifying costs to be included in the Individual Training Account cap to be paid by WF1 for each individual enrolled prior to or simultaneous with a participant's enrollment. In the event the tuition and related expenses are less than the Individual Training Account cap set by the WF1 governing boards, WF1 shall only be obligated to pay the actual cost of the tuition and approved related expenses.
- 3.1.9 Contractor agrees to accept the WF1 Training Voucher in order to register and enroll a participant in lieu of a cash or check. Each Training Voucher will list the course selections and other items allowable for that participant. Contractor shall submit invoices to WF1 for each Training Voucher submitted and accepted by Contractor.
- 3.1.10 Contractor prices may change from the time of their approval for inclusion on the ITA List. Contractor agrees to maintain the price proposed at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. However, WF1 shall allow Contractor to submit adjustments to their price schedule in May of each year to be effective July 1 through June 30 of the following program year period. In no case does WF1 agree to pay in excess of the cap set for Individual Training Accounts/Vouchers by the WF1 governing boards.
- 3.1.11 The payment of tuition and fees by WF1 for participants who withdraw or drop courses shall be governed in accordance with Contractor's withdrawal and drop/add policies. Contractor shall return all refunds or credits to WF1 within forty-five (45) business days of the event resulting in the credit with sufficient information to identify the student/participant associated with the refund or credit.

## 3.2. Invoices

- 3.2.1 WF1 shall pay tuition and fees on a semester basis in accordance with the Contractor's tuition policy for all WF1 students enrolled in a Contractor course of study within forty five (45) days of receipt of the invoice accompanied by the original Training Voucher.



3.2.2 Contractor shall date stamp Training Vouchers when they are received. In order to receive payment, Contractor shall submit an invoice to WF1 within forty five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty five (45) days of receipt of the Training Voucher shall be voided and WF1 will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for WF1 to reimburse for the Training Voucher.

### 3.2.3 Invoice Errors

Contractor shall be trained on the correct way to submit invoices for the reimbursement of expenses. Following the training, Contractor will receive a written warning from WF1 if Contractor submits invoices:

- a. Containing mathematical errors, or
- b. Which seek reimbursement for items not covered by the budget, or
- c. Which are late, or
- d. Which do not have the appropriate supporting documentation.

3.2.4 Upon final payment to Contractor of amounts due at the end of each program year under this Agreement, less any credits, refunds, or rebates due to WF1, Contractor hereby releases and discharges WF1 from any financial claims arising from this Agreement for that program year. To be entitled to payment, invoices must be received from Contractor within forty five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and the WF1 will not honor any requests submitted after the aforesaid time period.

## ARTICLE IV

### CONTRACT DOCUMENTS

#### 4.1 Incorporation of Documents by Reference

4.1.1. This Agreement incorporates by reference the following documents as if fully set forth herein:

- a. The Contractor Course Catalogue which is on file with Contractor and a copy of which has been provided to WF1.
  - b. The Training Voucher(s).
  - c. Certification regarding Debarment and Suspension.
  - d. Certificate of Insurance.
  - e. Drug Free Workplace Form.
  - f. Lobbying Certification.
  - g. Assurances and Certifications.
  - h. A Copy of the licenses/approvals from Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the WF1 governing Boards has designated as necessary to meet licensing and accreditation criteria thereby making Contractor eligible to be on the ITA List.
  - i. Accreditation Information, Institutional and/or Programmatic.
  - j. Vendor Information/Identification Form.
- 4.2.1. The documents referenced above shall be referred to collectively as the "Contract Documents." Where there is a conflict between them, the documents shall control in this order:
- a. The Contract Provisions.
  - b. The Training Voucher.
  - c. The Contractor Course Catalogue submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.

## ARTICLE V

### TERMINATION, SUSPENSION AND FAILURE TO PERFORM

#### 5.1 Termination

- 5.1.1 Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Agreement or such shorter period as may be mutually agreed to by WF1 and Contractor. Contractor will be entitled to receive payments for tuition in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. WF1 shall not be liable for any expenses incurred by the Contractor after the effective date of termination of the Agreement or any Amendment hereto.
- 5.1.2 Any termination or suspension notice shall be by written notice from WF1 to Contractor or from the Contractor to WF1 in accordance with the Notice section under this Agreement. In the event of a termination, which is not for cause, Contractor shall be entitled to payment for approved incurred costs through the date of termination in accordance with the payment provisions under this Agreement and only to the extent that funds are made available to WF1 to make such payments.
- 5.1.3 The Parties hereby agree and understand that all tuition payments are contingent upon the availability of federal funds and the continued authorization for program activities under the Workforce Investment Act and/or Welfare Transition Program as applicable. WF1 may immediately terminate this Agreement or provide notice regarding the lack of funds to continue payment of tuition for individual students if for any reason either the US DOL or the State of Florida fails to provide funds for the Grant through which this Agreement is funded.
- 5.1.4 WF1 may terminate this Agreement at any time that the WF1 authorized representative determines that:
  - a. Contractor has failed to provide the course of study or any of the services Contractor has contracted to provide under this Agreement or in its Course Catalogue, or
  - b. Contractor has failed to comply with Workforce Investment Act or Welfare Transition Program requirements affecting PELL or other grants in aid or the training to be provided, or
  - c. Contractor's school is not located at the address authorized by the Florida Department of Education, or

- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education, or
- e. Contractor is charging WF1 participant/students a tuition different from that offered to the general public for the same course of study, or
- f. Contractor has failed to take corrective action after being asked to do so as a result of a monitoring visit, review, or findings report issued to the Contractor regarding the provision of the course of study into which participants are enrolled including any action which jeopardizes the funds or program made available under this Contract, or
- g. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation, or
- h. If more than fifty percent (50%) of the course's total enrollment is comprised of WF1 or other WIA supported participants, or
- i. If it is found that the training is not in accordance with that which was approved by the WF1 governing Boards, or
- j. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ITA List, or
- k. If a course of study approved to be on the ITA List is no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for Broward County, or pursuant to WF1 governing Boards' policy the occupation is deemed to be saturated because there are more applicants than there are jobs, or
- l. If the school or a course of study which was eligible for Title IV federal assistance through PELL grants loses its eligibility to receive PELL grants for its students or for a course of study, or
- m. If the course of study is materially changed in terms of additional hours to complete the course and/or an increase in tuition.
- n. If following a visit or receipt of information regarding Contractor, WF1 deems the course of study or school to be detrimental to WF1 participants, or
- o. Contractor has not met the required performance as described below in Article 5.3, or

- p. If there have been no enrollments into Contractor's courses of study on or within any twelve (12) month period during the term of this Agreement, or
- q. If Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.

## 5.2 SUSPENSION

### 5.2.1 WF1 may suspend Contractor's Agreement:

- a. For any of the reasons listed in Article 5, section 5.1.4
- b. WF1 may suspend referrals to a course of study in the event that the Contractor delays the start date of training by more than five (5) business days.
- c. WF1 may suspend referrals to a course of study in the event that the occupational training does not result in an average minimum entry wage required for Broward County pursuant to WF1 governing Boards' policy.
- d. WF1 may suspend Contractor's Agreement if the documents necessary to complete the Contract file are not provided, including but not limited to appropriate resolutions identifying the signor, or incomplete Execution pages due to an unauthorized signor, or the name provided is not the correct legal name of the entity.

## 5.3 FAILURE TO PERFORM

### 5.3.1 WF1 may terminate this Agreement or suspend referrals to an approved course of study on the WF1 ITA list of approved courses if a minimum of seventy percent (70%) of the students enrolled by WF1 and who complete their training are not placed in training related jobs within ninety (90) days following the completion of training or within a period approved by the WF1 governing Boards from the date of completion of training. This determination will be based upon:

- i. A denominator consisting of the number of WF1 participants enrolled in the course that successfully complete the training and a numerator consisting of those individuals who successfully complete training and are placed into a training related job within the time period approved by the WF1 governing Boards from the date of completion of training.

- ii. Training related placement performance will be reviewed by WF1 on a bi-annual basis.
- 5.3.2 If performance is not met, the course of training will be removed from the ITA List. Referrals will continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply to be included on the WF1 Eligible Training Provider List.

## ARTICLE VI

### GENERAL REQUIREMENTS

#### 6.1 REPORTS

##### 6.1.1 Submission of Reports

- a. Contractor agrees to file course completion and placement information for WF1 students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide WF1 with copies of the FETPIP report annually or upon WF1's request.
- b. Contractor shall provide a copy or evidence of a license, certificate, or degree, if any obtained by WF1 participants, as well as any academic or equivalent degree, or such other skill certificate as may be awarded to graduates of Contractor's program even if the participant has an outstanding balance with the school. Contractor may provide WF1 with a list of the students and the certificate or degree they have obtained on their letterhead.
- c. Contractor agrees to provide WF1 with the financial records of WF1 participants applying to (or enrolled in) Contractor's college, university, or institution.
- d. Contractor agrees to provide WF1 with tuition information provided to the general public and certifies that the tuition charged for WF1 participants is not more than that charged to the general public.
- e. Contractor agrees to provide WF1 with such additional information as may be required by the State of Florida.
- f. Contractor agrees to notify WF1 if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.



6.1.2 Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor agrees to notify WF1 within five (5) business days of a participant's formal withdrawal, absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify WF1 when a participant successfully completes the training program and will provide WF1 with a copy of the certificate of completion or the degree.

6.2 Maintenance of Records and Monitoring

- 6.2.1 Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Agreement or any Amendment hereto for five (5) years following the expiration of this Agreement.
- 6.2.2 In the event of an audit or monitoring finding, claim, litigation, negotiation or other action involving this Agreement or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 6.2.3 Contractor agrees to allow authorized representatives of WF1, the Florida Department of Economic Opportunity, (DEO) the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and payments covered under this Agreement. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws"). Contractor agrees to accept the WF1 Disclosure Form signed by students whose tuition is in whole or in part paid for by WF1.

6.3 Notice

- 6.3.1 All notices required to be given to WF1 under this Agreement shall be sufficient when faxed, hand delivered or mailed to the WF1 President/CEO c/o WF1 at its office located at: 6301 N.W. 5<sup>th</sup> Way, Suite 3000, Ft. Lauderdale, FL 33309.

6.3.2 All notices required to be given to the Contractor under this Agreement shall be sufficient when faxed, hand delivered or mailed to Contractor's President or his/her designee, at their office located at: 1643 North Harrison Parkway, Building H, Sunrise, FL 33323.

#### 6.4 Compliance with Applicable Laws and Regulations

6.4.1 Contractor agrees to adhere to Workforce Investment Act of 1998 as it may be amended and the rules promulgated thereunder, and the Florida Welfare Transition Program, FS 445 as amended as they may apply to the terms and conditions of this Agreement.

6.4.2 Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

6.4.3 Contractor agrees not to employ unauthorized aliens. WF1 shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by WF1.

6.4.4 When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from the WF1 Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the WF1 Legal Department.

6.4.5 When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in Attachment 3 entitled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

6.4.6 When applicable, the Contractor shall disclose all related party transactions.

## 6.5 Indemnification

6.5.1 If Contractor is a state agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by WF1 any sums due Contractor under this Agreement may be retained by WF1 until all of WF1's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of WF1.

## 6.6 Governing Law And Venue

6.6.1 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida the venue situs.

6.6.2 To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.

## 6.7 Contractor Obligations To Adhere To Public Entity Crimes Policy

6.7.1 Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to WF1, may not submit a bid on a contract with WF1 for the construction or repair of a public building or public work, may not submit bids on leases of real property to WF1, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with WF1, and may not transact any business with WF1 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by WF1 pursuant to this

Agreement, and may result in debarment from WF1 competitive procurement activities.

- 6.7.2 In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

## 6.8 Equal Employment And Compliance With Discrimination Laws

- 6.8.1 In the discharge of Contractor's duties, Contractor agrees to adhere to the following equal employment laws and comply with discrimination laws as provided for under this Agreement.
- a. Contractor shall not discriminate against any applicant for employment or employee because of race, color, religion, sex, age, national origin, or disability. Contractor shall ensure that affirmative action in its personnel procedures be enforced so that, at all skill levels, applicants for employment and employees are treated equally without regard to race, color, religion, sex, age, national origin, or disability. Such affirmative action shall include, but not be limited to the following: employment, promotion, demotion or transfer, minority recruitment, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
  - b. Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further, shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, marital status, political affiliation, or disability. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
  - c. or the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil

Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.

- d. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.
- e. Contractor may not discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- f. Contractor may not discriminate against citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.
- g. Contractor agrees to comply with the nondiscrimination regulations found at 29 CFR Part 37 which requires that Contractor must be in compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and Contractor may not:
  - i. Deny an individual any aid, benefits, services, or training.
  - ii. Provide to an individual any aid, benefits, services, or training that is different, or is provided in a different manner, from that provided to others.
  - iii. Subject an individual to segregation or separate treatment or training in any matter related to his or her receipt of any aid, benefits, services, funded under this Agreement.
  - iv. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any aid, benefits, services, or training funded under this Agreement.



- v. Treat an individual differently from others in determining whether he or she satisfies any admission, enrollment, eligibility, membership, or other requirement or condition for any aid, benefits, services or training funded under this Agreement.
- h. With respect to a determination of undue hardship as it applies to the provision of an accommodation for an individual with a disability Contractor must adhere to 29 CFR Part 37.
- i. Contractor's assures that its facilities are accessible to the disabled. Should it be determined that Contractor does not meet the minimum requirements as established by US Department of Labor Civil Rights Center Disability Checklist they will be removed from the WF1 ITA list.

## 6.9 Insurance

This is a Vendor Agreement. Contractor shall maintain such third party liability and other insurance as is usual and customary for like schools and institutions providing instruction in courses similar to those provided by Contractor.

## 6.10 Amendments

6.10.1 This constitutes the entire Agreement between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Agreement.

6.10.2 The parties further agree that this Agreement may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

## 6.11 Assignment

Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Agreement without prior written approval of WF1.

## 6.12 Prior Agreements

This document incorporates and includes, all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, agreements, understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that

no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and WF1. In the event that any of the terms and conditions set forth in this Agreement are in conflict with Contractor's official proposal, the conflict shall be resolved in favor of this Agreement.

#### 6.13 Independent Contractor

Contractor understands and agrees that it is an independent contractor and no provisions of this Agreement shall be construed as creating an agency or employment relationship between WF1 and Contractor or Contractor's employees.

#### 6.14 Headings

The headings of the sections of this Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

#### 6.15 Term

This Contract shall automatically be renewed each year on July 1, for a new twelve-month period through program year 2016 - 2017, unless WF1 terminates the Agreement in accordance with the termination provisions and/or deobligation provisions described in this Agreement.

#### 6.16 Execution

This document shall be executed in three (3) counterparts, each of which shall be deemed as original.



EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

The School Board of Broward County, Florida, signing by and through its \_\_\_\_\_ following \_\_\_\_\_ (Board, Executive, Commission) approval on the \_\_\_\_ day of \_\_\_\_\_, 2013 and WorkForce One Employment Solutions signing by and through its President/CEO following Board approval on May 23, 2013.


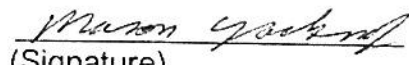

AS TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

WITNESSED BY:

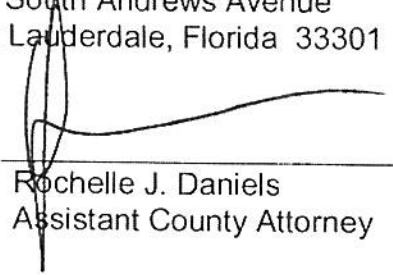
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L.S. BY: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
L.S. Printed Name \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

AS TO WORKFORCE ONE EMPLOYMENT SOLUTIONS:

WITNESSED BY:

  
\_\_\_\_\_  
L.S. BY:   
(Signature)  
  
\_\_\_\_\_  
L.S. MASON C. JACKSON  
TITLE: PRESIDENT/CEO  
DATE: 6/18/13

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

BY:   
\_\_\_\_\_  
Rochelle J. Daniels  
Assistant County Attorney

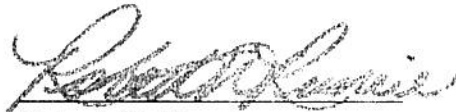
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By   
Laurie Rich Levinson, Chair

  
Robert W. Runcie,  
Superintendent of Schools

Approved as to Form and Legal Content:

 06/24/13  
Office of the General Counsel