

AMENDMENT NO. FIVE

TO

AGREEMENT NO. 2014-2015-CR-2335-ICON

(PROGRAM YEAR 2018-2019)

BETWEEN

CAREERSOURCE BROWARD

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(SUBRECIPIENT)

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

DUNS #	077283471
FEDERAL AWARD IDENTIFICATION (FAIN) #	AA-26773-15-55-A-12
FEDERAL AWARD DATE	June 25, 2015
TOTAL FEDERAL AWARD	\$475,000.00
FEDERAL AWARDDING AGENCY	US DOL
CFDA #	17.259
PASS THROUGH ENTITY	Florida Department of Economic Opportunity
CONTRACT OFFICER	Mason Jackson
CONTACT INFORMATION	Per Notice Section in the Agreement

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THIS IS NOT A RESEARCH AND DEVELOPMENT CONTRACT

THIS IS AMENDMENT NUMBER FIVE TO AGREEMENT NO. 2014-2015-CR-2335-ICON, entered into the 24th day of June, 2014 by and between CareerSource Broward hereinafter referred to as CSBD, the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials and the Broward Workforce Development Board, Inc. having its principal office at 2610 Oakland Park Blvd., Oakland Park, Florida 33311, and The School Board of Broward County, Florida hereinafter referred to as Contractor, existing under and by virtue of the laws of the State of Florida as a public body politic, having its principal office at 600 S.E. Third Avenue, Fort Lauderdale, FL 33301 to begin on the date this Amendment is executed by the parties.

WITNESSETH THAT:

WHEREAS, CSBD and Contractor entered into an Agreement effective June 24, 2014 to serve in-school youth; and,

WHEREAS, at their meeting on June 25, 2015, the CSBD governing boards approved an award of funds to Contractor to also serve out-of-school youth under the Workforce Innovation and Opportunity Act of 2014; (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and,

WHEREAS, CSBD wishes to amend the existing Agreement to terminate that portion of the Agreement that provides for services to in-school youth; and

WHEREAS, at its meeting on May 24, 2018, the CSBD governing boards voted to extend the programs for out of school youth for an additional 12 months term and to provide additional funds for the period of the extension;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree to amend Contractor's Agreement No. 2014-2015-CR-2335 ICON as follows:

1. Article 3, Fiscal Management, is amended by replacing section 3.2.1 a. and b. with the language below:

### 3.2 Compensation

#### 3.2.1 Total Compensation

~~a. Total compensation awarded for the in-school youth program to be operated under this Agreement shall be Two Hundred Fifty-Five Thousand Dollars and zero cents (\$255,000.00) for WIOA programs and services for the period July 1, 2017 through June 30, 2018 in accordance with Exhibit A.~~

a. The compensation awarded for the out-of-school youth program to be operated under this Agreement shall be Four Hundred Seventy Five Thousand Dollars and zero cents (\$475,000.00), for WIOA programs and services for the period July 1, 2018 through June 30, 2019 in accordance with Exhibit B.

2. Article 4, Notice is amended at section 4.8, paragraph 4.8.1 to update the contact address as follows:

### 4.8 Notice

#### 4.8.1 Notice to CSBD

All notices required to be given to CSBD under this Agreement shall be sufficient when hand delivered or mailed to CSBD at its office at 2610 Oakland Park Blvd., Oakland Park, FL 33311, addressed to the CSBD President/CEO with a copy to be forwarded to the Senior Vice President of Operations.

3. Article 5, Program Requirements, Section 5.16.1 is amended substitute the following for Article 5, Section 5.16.1 in the original Agreement as follows:

### 5.10 Agreement Term

5.10.1 The term of this Amendment shall begin on July 1, 2018 and shall end on June 30, 2019. The term of this Agreement may be extended for three (3) one-year periods, following the first year based upon performance. If provider is meeting performance, CSBD may renew the contract for an

additional four (4) one-year terms, however, renewal will be at the option of the CSBD governing boards. The continuation of this Agreement beyond the end of any program year shall be subject to performance as defined in this Agreement, and the appropriation and availability of funds as described in this Agreement.

4. Article 7 is deleted.
5. Article 8 is amended by striking language to be omitted and underscoring language to be added as follows:

## ARTICLE 8

### PROGRAM DESCRIPTION OUT-OF-SCHOOL YOUTH

#### 8.1 Program Description Out-of-School Youth

Contractor shall conduct an out-of-school youth program for a minimum of one hundred and thirty five (135) youth and a maximum of one hundred and ninety five (195) youth. This includes youth carried forward from the previous program year. Youth shall be at least ~~who are 16~~ 17 years old but have not yet reached their 24<sup>th</sup> birthday at the time of enrollment into the WIOA program, and meet WIOA eligibility requirements for out-of-school-youth who have not completed high school or obtained a GED.

#### 8.2 Recruitment

8.2.1 ~~One hundred and thirty five (135) out-of-school youth as defined by WIOA and herein, are to be recruited including from schools such as Atlantic Technical College, McFatter Technical College and Sheraton Technical College. Contractor shall recruit sufficient youth to be able to maintain a consistent caseload of 135 youth throughout the term of this Amendment. The number of youth to be enrolled includes the youth currently enrolled and carried forward from the previous contract term (program year) to the new contract term under this amendment and up to 60 additional youth recruited and enrolled by backfilling into slots vacated as youth complete the program, exit and enter unsubsidized employment.~~

8.2.2 Contractor shall not enroll youth who are dual enrolled in a technical program.

8.2.3 Contractor shall consult with the CSBD Youth Program Manager prior to enrolling youth in their program.

- 8.2.4 ~~Seventy-five (75) youth shall be recruited and enrolled prior to December 1, 2017. The balance of the youth to be served under this agreement, or sixty (60) youth shall be recruited and enrolled prior to February 1, 2018.~~ Youth recruited and enrolled into the program shall be within 6 – 9 months of attaining their GED. Contractor shall backfill slots as youth successfully exit the program.
- 8.2.5 Youth shall not be enrolled into the WIOA program prior to their enrollment into the Adult Education and Family Literacy Act (AEFLA) GED program and will be included in the AEFLA performance measures.
- 8.2.6 Contractor shall refer youth to other providers and/or agencies if they do not meet the out-of-school youth program profile for their program.
- 8.2.7 Contractor shall recruit youth by employing the following strategies:
- a. Utilizing youth to recruit other youth.
  - b. Using the state reporting database to determine eligible students by pulling information for youth who have been coded as:
    - i. Students who did not re-enter school.
    - ii. Youth who have been coded as drop outs.
    - iii. Students who are 17 years and older and who did not return to school.
    - iv. Students who withdrew due to contact with the criminal justice system.
    - v. Students who withdraw due to non-attendance while in high school for at least one (1) full semester prior to enrollment.
    - vi. Students who have been expelled.
  - c. Utilizing the colleges for announcements about the programs.
  - d. Through the distribution of flyers.
  - e. Through the Career, Technical, Adult and Community Education (CTACE) website, www.ctace.com.
- 8.2.8 Contractor will contact potential students through the Contractor's CTACE office and program staff will provide an orientation regarding program services.

8.2.9 Long-term and short-term benefits will be explained to prospective students in formal and informal settings. Contractor shall be responsible for explaining the relationship between CSBD, Contractor, and the students in this program. Youth shall be informed that guidance, support costs, tuition, and wages for their work experience is funded through CSBD. This shall be explained prior to their enrollment into the program.

8.2.10 At the college sites, sessions will be scheduled for youth recruits/parents/adult supporters for the opportunity to confer with former students, and/or other student services personnel.

8.2.11 Contractor will obtain written consent from each student's parent/guardian or student age 18 or older whose education records are to be shared under this Agreement prior to disclosing (including Contractor inputting education records into CSBD or other databases) or allowing access to education records listed throughout this Agreement, including, but not limited to progress information about the student in the program. Education records are records that Contractor maintains which are directly related to a student. Should consent not be provided, then student shall not be enrolled.

### 8.3 Participant Eligibility Certification, Assessment and Development of the Individual Service Strategy

8.3.1 Contractor shall be responsible for participant eligibility certification, which shall include an eligibility determination and assessment in accordance with WIOA.

8.3.2 Veterans and their eligible spouses shall receive a priority of service in accordance with 20 CFR Part 1010 Priority of Service for "Covered Persons."

8.3.3 A minimum of seventy percent (70%) of the youth enrolled must be able to complete their GED studies and obtain their high school credential by June 30 of each year this contract is in effect.

8.3.4 Contractor shall be responsible for assisting the youth in assembling the documentation necessary for WIOA eligibility determination.

8.3.5 All youth to be recruited and enrolled in this program must meet WIOA eligibility criteria for out-of-school youth.

8.3.6 Eligible youth for purposes of this contract must first be determined as "out of school" and then must meet the additional WIOA eligibility criteria as described below:

- a. Determination of ISY and OSY status.

- b. Only youth who are at least 17 years old, but not have reached the age of 24 years at time of enrollment, are considered OSY and may participate in the program if they meet the herein described criteria.
- c. Contractor must determine OSY status prior to determining WIOA eligibility. In addition to age OSY youth must fit into one of the below listed categories:
  - i. ISY and OSY shall be determined at the time of program enrollment. School status must be based on status at the time eligibility determination is made. Only OSY may be enrolled into Contractor's program.
  - ii. Youth enrolled into the program may not be attending any school at the time of eligibility determination. Attendance in Adult Literacy programs to obtain a GED is not considered "in-school."
  - iii. Youth in secondary school must not have attended for the immediately preceding school semester at the time of enrollment to be considered an out of school youth.
  - iv. Youth enrolled during the summer in between school years, shall be considered ISY if they are enrolled to continue school in the fall. This includes registration in postsecondary education, even if the youth has not yet begun postsecondary classes at the time of WIOA program enrollment and will not be eligible for Contractor's program. GED is not considered post-secondary education.
  - v. Youth with a high school credential who register for postsecondary education, but do not attend postsecondary education, may be considered an OSY if the eligibility determination is made after the point that the youth decided not to attend postsecondary education.
  - vi. Youth enrolled in credit-bearing postsecondary education classes, including credit-bearing community college classes and credit-bearing continuing education classes, are considered to be attending postsecondary education, and, therefore, an ISY and may not be enrolled into Contractor's program.
  - vii. Youth enrolled in non-credit-bearing postsecondary classes, are not considered to be attending postsecondary school and may be enrolled into Contractor's program as an OSY.
  - viii. Youth enrolled in dropout re-engagement programs, funded by the

public K–12 school system that are classified by the school system as still enrolled in school are considered ISY and may not be enrolled into Contractor’s program.

8.3.7 Once a determination is made that a youth is an OSY, Contractor must then determine that the youth is WIOA eligible. OSY are eligible if they meet one of the below described criteria:

- a. A high school dropout, for purposes of WIOA this includes youth in a GED program or
- b. A youth who is within the age of compulsory school attendance, who has not attended school for at least the most recent complete school year calendar quarter (based on how the local school district defines its school year quarters), or
- c. An individual who is an offender as defined in Article 2, or
- d. A homeless individual, a runaway, an individual who is in foster care or has aged out of the foster care system, a child eligible for assistance under Section 477 of the Social Security Act, or an individual who is in an out-of-home placement, or has left foster care for kinship guardianship or adoption, or
- e. An individual who is pregnant or parenting. An individual who is parenting can be a mother or father, custodial or non-custodial, or
- f. An individual with a documented disability, or
- g. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual as defined below **and** is either basic skills deficient or an English language learner.
  - i. Low income for purposes of eligibility means an individual who:
    1. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, Supplemental Nutrition Assistance under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), or
    2. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received WTP assistance (Temporary Assistance for Needy Families under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), or



3. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received Supplemental Security Income under Title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or
  4. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received State or local income-based public assistance, or
  5. Is a homeless individual pursuant to Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or
  6. Is a homeless youth pursuant to Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), or
  7. Is a foster child on behalf of whom State or local government payments are made, or
  8. Is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement, or
  9. Lives in a high-poverty area as defined by the USDOL and the State of Florida, or
  10. Is in a family with a total family income that does not exceed the higher of (I) the poverty line or (II) 70 percent of the lower living standard income level, or
  11. Who has a child, and the child is receiving free or reduced lunch based upon an individual determination by a school that the youth is eligible for free or reduced lunch.
- ii. Youth identified as a family of one for purposes of income calculations in the determination of WIOA eligibility shall be:
1. Disabled with a documented disability, or
  2. Documented by an independent third party, and
  3. Provide corroborating documentary support from a non-family member attesting to the fact that they have direct knowledge that the youth is no longer living at home, such as a notarized statement from a pastor, group home director, or other reliable individual with direct knowledge of the youth's circumstances.

4. Without the above documentation, the youth's entire family income must be included in the calculation of income for purposes of eligibility determination.

8.3.8 Youth determined to be OSY and who meet the WIOA eligibility criteria must also:

- a. Be U.S. citizens or legally permitted to work in the United States and be able to provide the requisite documentation.
- b. Must be residents of Broward County.
- c. Be registered for the selective services, if the youth is eighteen (18) years of age and was born male. Contractor shall assist youth in registering register for the selective service if the youth has not yet registered.

8.3.9 Youth enrolled in Contractor's GED program are considered to be out-of-school youth and "high school drop outs." Youth who meet this description are not required to provide income information in order to be deemed eligible for the program, nor are they required to have any additional barriers in order to be determined eligible for Contractor's program.

8.3.10 Contractor understands and agrees that over-enrollment into the program funded by this Agreement will result in non-payment of expenses incurred in excess of that awarded.

8.3.11 Upon enrollment into the program, Contractor shall ask youth to provide current contact information. Information should include, but not be limited to: name, address, and phone/cell phone number of relative not living in youth's household, best friend's cell phone number, youth's email address, and all social media accounts, if applicable.

8.3.12 In the event an applicant is not enrolled into Contractor's program, the Contractor shall refer the applicant to the appropriate providers in the community and/or CSBD centers for information and referral in accordance with the requirements under the WIOA.

8.3.13 Following eligibility determination, staff shall develop an Individual Service Strategy Plan (ISS) and Career Pathways plan for each youth to be enrolled in the program. These plans will be used to identify the participant's program activities, and track their progress in the individual components of the program design. The ISS will be modified to reflect participant's progress in program activities and achievement of program goals. This mutual planning process will enable each participant to develop ownership of the plan and learn, through the process, how to make choices and actions that will lead directly to specific outcomes.

8.3.14 Contractor shall assess youth to determine whether they are appropriate for the program and can meet the WIOA performance requirements at exit prior to enrollment into the program.

8.3.15 Individuals entering the program will begin through an intake and assessment process which shall consist of the following:

- a. A review of any referral form and all eligibility documentation to ensure that the individual is eligible for services.
- b. Completion of the registration form which must be signed by the participant.
- c. All participants shall be basic skills assessed using the TABE test for purposes of determining basic skill levels. All out-of-school youth scoring at or below an 8.9 grade level in English Literacy or Computing (Math) shall be required to attain a functional grade gain prior to June 30, 2019 or obtain their GED credential. Youth unable to attain this gain in the time period prescribed shall not be enrolled in Contractor's program.

8.3.16 The TABE test results will be used to schedule program activities for youth who must advance a functional grade level or graduate and obtain the high school credential.

8.3.17 The TABE pre-test for out-of-school youth must be entered into Employ Florida within fifteen (15) days following the "Date of Participation" in a WIOA youth program. The TABE post-test shall be completed within one (1) year of the "Date of Participation" in a WIOA youth program. However, based upon the USDOL measure for "progress in a program" youth may be able to obtain their GED in place of a TABE post-test. For purposes of this Amendment, youth exiting prior to June 30 must be post-tested by June 30, 2019 if the TABE is required.

8.3.18 Contractor shall administer the TABE test as a part of the eligibility certification process at the start of the program for purposes of determining the youth's basic skills levels and ability to succeed in the program. If Contractor performed a TABE test upon enrollment of the youth into the GED program, they may use those scores or they may ask the youth to retake the TABE. These scores shall be noted in the participant's file and in Employ Florida.

8.3.19 Contractor shall assess youth and review the youth goals identified during assessment.

8.3.20 Contractor shall use the following assessment tools:

- a. A Career Pathways Plan. Contractor shall be responsible for completing a Career Pathways Plan for each youth registered and enrolled in the program.
- b. Direct Your Future by JoAnn Harris Bowsbey, Ed.D.
- c. Kuder Navigator.
- d. Employability Skills Pre/Post Test.
- e. Employability Skills Inventory.
- f. TABE.

8.3.21 Youth interested in and recruited for the program will be contacted by a program teacher and will receive a scheduled appointment for assessment and appropriate placement into this program. Assessments will be provided at the school/program site. Once the student is determined eligible for the program, placement into the program will occur within two (2) weeks.

8.3.22 Contractor shall not register participants into Employ Florida until all the eligibility documentation has been collected.

8.3.23 Contractor shall develop an ISS for each youth which will be used as a guide to program services for the participant. The teacher will explain that the ISS is designed to meet individual needs and will be revisited and revised on an as needed basis.

8.3.24 Contractor shall enter participant registration for WIOA youth into the Employ Florida tracking system. Once a participant is entered into the Employ Florida system, this will constitute an official enrollment into the program and the data will be used when computing contractor's performance.

8.3.25 Program staff shall create only one (1) student file that is maintained at the school site or at the district office once a participant is enrolled. All youth documents shall be uploaded to the CSBD Document Management System (DMS).

8.3.26 Youth shall receive an orientation at the beginning of the program.

- a. Parents/guardians/relatives or other adult support will be invited to orientation.
- b. Program requirements, eligibility requirements and benefits will

be shared with youth, parent/guardians, relatives and other adults.

- c. Each student's parent/guardian or youth age 18 or older shall be required to sign authorization forms giving the student permission to participate in the program, as well as written consent to allow Contractor to: 1) disclose, 2) provide CSBD access to, or 3) input into CSBD or other databases, the student's education records related to this program and listed throughout this Agreement, including, but not limited to progress information about youth in the program.
- d. Youth shall be required to sign forms committing to program requirements and responsibilities.
- e. Contractor shall provide CSBD with a list containing the names of youth participants carried forward thirty (30) days prior to the end of each program year this Agreement is in effect.

8.3.27 Youth enrolled in the program shall agree to attend a minimum of 12 seat hours a week per semester.

#### 8.4 Program Services to be Provided to the Youth

8.4.1 The program shall take place at the following schools:

- a. Sheridan Career and Technical College.
- b. Atlantic Career and Technical College
- c. McFatter Career and Technical College.

8.4.2 A schedule of attendance shall be prepared for each student enrolled in the program. Staff shall be present for all facets of participation and shall be available to the youth. A schedule of the staff assignments shall be submitted to the Youth Program Manager within thirty (30) days of contract execution and by July 1, of each year that this contract is in effect.

8.4.3 Contractor shall motivate youth to complete their GED through a variety of educational and real-world interactions. Critical elements of the program design include:

- a. Use of conceptual career pathway themes to guide inquiry into post-secondary interests.
- b. Real-world interactions as motivators for further examinations of employment interests.

- c. Encouragement of self-direction by continual support in the classroom and employment setting.
  - d. A variety of texts and learning approaches that provide academic success and learning gains.
  - e. Support for the use of cognitive and problem solving strategies.
  - f. Social collaboration with peers, staff and business partners to develop soft skills.
  - g. Opportunities for self-exploration and future goal-setting.
- 8.4.4 All youth shall be enrolled in GED resulting in a recognized high school credential or diploma.
- 8.4.5 Program youth shall participate in one (1) or more of the following services:
- a. Basic Skills Remediation for all youth scoring below an 8.9 in English Literacy or Computing (Math) on a TABE test.
    - i. Youth scoring below a grade level of 8.9 in either English Literacy or Computing (Math) skills must attain a functional grade gain by June 30 of the program year in which they were enrolled or obtain their GED credential.
    - ii. Contractor shall assure that youth needing remediation to attain a functional grade gain as defined in accordance with Title II of the Adult Education and Family Literacy Act are provided with needed tutoring to attain the functional grade gain prior to the end of the program year (June 30) during which the youth is enrolled in this program unless the youth will be exiting the program with a GED prior to June 30 each year this contract is in effect.
    - iii. Contractor agrees to post TABE Test the youth prior to June 30 of each program year that this contract is in effect to assure and be able to record in Employ Florida, the functional grade gain attained by the youth.
  - b. Academic intervention and instruction in a classroom setting. Youth will be provided online instruction through the GEDREADY Curriculum program. Teacher facilitators will meet with students individually to support student learning and achievement. Significant features of the curriculum include:
    - i. Scaffolding learning progression to meet rigorous standards.

- ii. High-quality texts and instruction that promote comprehension and understanding of complex ideas.
  - iii. An early emphasis on speech, language, and literacy foundational skills.
  - iv. Instruction across all key literacy strands—language, reading, writing, speaking, and listening.
  - v. Integration of student-centric activity and peer-to-peer technologies.
  - vi. Easy-to-implement instructional rotations and classroom routines.
  - vii. Comprehensive benchmark and progress monitoring system, including the new Power Pass component, which mirrors high-stakes assessments.
  - viii. An online, leveled reading library, ReadingScape, with engaging, multimedia text selections.
- c. One to one counseling for career and college readiness.
  - d. The GEDREADY curriculum with teacher facilitator for instruction in the classroom setting.
  - e. Workplace preparation utilizing Kuder-Journey 101 for Career Pathway development. Kuder-Journey partners with public school districts to deliver real-world learning in both entrepreneurial and employability skills training. Each Kuder-Journey youth will complete a business plan based on his or her own idea. Teachers and mentors will guide the youth through creative thinking, research, and market analysis skills.
    - i. Youth participating in the entrepreneurial component will be able to demonstrate what they have learned in a competitive environment.
    - ii. Teachers will assess and showcase the youth's work.
    - iii. Youth will be able to decide on a business idea and may work with a partner.
    - iv. Youth will make presentations to build their communication skills such as how to distill information into talking points, listen to and answer questions and present oneself professionally.

- v. Job Coaches will facilitate interview skills, dress for success, and resume.
- f. Job shadowing will be provided through a work experience option where students will learn about a job by walking through the work day as a shadow to a competent worker.
- g. Placement into a subsidized work experience with job coach monitoring on a scheduled timeline. The Program Job Coach will utilize district Partners in Education to seek work experience providers. The job coach will complete site visits while the student is at the work experience to support the work skill development. Youth will receive regularly scheduled work experience site visits from the program Job Coach to provide ongoing support to both the youth and employer.
- h. Incentive plans to encourage program retention and completion. An incentive plan must be submitted by August 31, of each year this contract is in effect. If there is no change in future years, Contractor shall submit a statement to that effect.
- i. Employability Skills and Life Skills Training shall be provided by the job coach and program teacher utilizing the Kuder online career curriculum. Life skills training shall include:
  - i. Family planning
  - ii. Preventing pregnancy outside of marriage
  - iii. Self esteem
  - iv. Financial literacy
- j. Contractor will initiate the process for participants to be enrolled in Employability Skills Training.
- k. The components of employability skills training shall include but not be limited to resume writing, dress for success, mock interview, communication and team work skills.
- l. Youth shall receive employability skills training prior to their work experience.

#### 8.4.6 Twelve (12) Month Follow-Up

- a. Following program exit, Contractor will maintain weekly on-going communication with participants for the first three (3) months and shall



provide assistance with any identified issues through the fourth (4<sup>th</sup>) quarter after exit. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post-secondary environment. If not in an acceptable activity, counseling and employment related support shall be provided to assist the youth in returning to their post-secondary activity or finding another job. Contractor shall record follow up for each youth in a case note entered into Employ Florida on a monthly basis.

- b. If during follow-up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, contractor shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the Employ Florida follow-up screens with the follow up codes.
- c. Contractor agrees that if this Agreement is renewed, Contractor will continue to provide follow-up to students through the fourth (4<sup>th</sup>) quarter after the youth's exit from the program.
- d. If youth go on to post-secondary school, teachers will be assigned to maintain communication with both the student and the matriculating faculty and staff to monitor attendance, academic progress, provide support and needed resources in the post-secondary setting.
- e. Job coaches and teachers will conduct data checks monthly on all students in both the employment setting and/or post-secondary setting, to monitor attendance, progress and supervisor feedback.
- f. The program job coach will conduct a one (1) year follow up visit during the fourth quarter (4<sup>th</sup>) after exit for students in the workplace to monitor progress after grant program completion. Student progress will be monitored and maintained in the student's Career Pathway planner.
- g. Contractor shall employ the following strategies to track students throughout the program and through the fourth quarter (4<sup>th</sup>) after exit:
  - i. Communication with students face to face or via e-mail, cell phone/text messaging, home telephone or mailings.
  - ii. Monitoring students' weekly attendance and performance.
  - iii. Contact with instructors.
  - iv. Verification of employment.

- v. Communication with employer.
- vi. Verification of post-secondary enrollment.
- vii. Communication with parents/guardians/relatives or adult supporter.
- viii. A card provided prior to exit with essential numbers and contacts.

#### 8.4.7 Youth Program Design Participation

- a. Youth input will be integrated into the program services through surveys and focus groups on a quarterly basis.
- b. Contractor shall direct youth in designing and conducting a survey to assess the program services.
- c. Contractor shall incorporate appropriate recommendations into the program design.

#### 8.4.8 Work Experience

- a. CSBD shall provide Contractor with a budget for work experience (paid internships) and on the on the job training (OJT) activities for the youth in the program. Contractor shall be responsible for committing and spending 100% of the funds allocated for this activity.
  - i. Youth working at the time of their enrollment shall not replace their job with a work experience if it appears that the youth can maintain the job following program exit.
  - ii. Contractor shall develop a plan for expenditure of the funds on work experience and OJT activities within thirty days following the enrollment of each youth or in the case of youth already enrolled, within thirty (30) days of the execution of this amendment. The plan shall include:
    - aa. Whether the youth will be placed in a work experience and or OJT.
    - bb. The hourly wage to be paid to the youth.
    - cc. The number of weeks the youth will be assigned to a work experience.

- dd. The number of days per week the youth will participate in the work experience and/or OJT.
  - ee. The number of hours per day the youth will be assigned to the work experience.
  - ff. The number of youth to be provided with a work experience.
  - gg. Whether the work experience will be paired sequentially with an OJT.
  - hh. Contractor shall provide a work experience report to the youth program manager on a weekly basis listing the name of each youth assigned to a work experience, the total hours assigned to each youth's work experience, the hours worked, and the name/location of the host work site.
- iii. Contractor shall be responsible for developing a work experience opportunity for each youth in their caseload as appropriate.
  - iv. Contractor shall not put youth already working when they enter the program into a work experience unless the youth separates from the job and can benefit from the work experience.
- b. As a part of the youth's career pathways plan, potential occupational areas of interest shall be identified in the youth's individual service strategy and Contractor shall place youth in a work experience related to the youth's career interest.
  - c. Contractor will ensure each worksite has and displays the Child Labor Laws where youth under eighteen (18) are employed.
  - d. The Program Job Coach will develop worksites by utilizing community and school partnerships with the Broward County School Board.
  - e. Contractor shall be responsible for tracking and monitoring participants' hours of work on a weekly basis, maintaining signed time sheets for the youth which shall be submitted to CSBD in accordance with a predetermined schedule so that the youth can be paid.
  - f. Contractor shall use the CSBD host worksite agreement when placing youth at external worksites.

- g. Contractor may serve as a host worksite for work experience. In such instance Contractor shall complete the CSBD training plan document and assure timesheets are properly completed so that the youth can be entered into the CSBD work experience payroll system.
- h. Contractor shall monitor youths' hours of participation in their CSBD sponsored work experience to assure that Contractor does not exceed the funds budgeted and allocated for youth wages.

8.4.9 Program teachers and job coaches will provide information on college and career pathways, encouraging students to become lifelong learners by offering college-ready curriculum. Instruction and support will be provided in the post-secondary college admission process. Students will be encouraged to set and achieve high goals and the desire for and expectation to succeed in the GED program and beyond.

8.4.10 Contractor shall be responsible for placing all youth exiting the program into unsubsidized employment or post-secondary school, or the military by the second quarter after exit.

8.4.11 Ninety (90) days prior to the estimated completion of the GED, students will work with staff to develop resumes and begin the job application process if they are not going on to post-secondary school.

## 8.5 Participant Counseling and Case Management

8.5.1 Contractor staff will work to forge a bond with youth during the initial marketing/recruitment phase. Staff will present themselves as "caring adults," willing to deliver holistic services that support the entire family unit, whenever possible.

8.5.2 Contractor shall develop a team-meeting schedule to provide each student with scheduled counseling dates throughout the program to address academic outcomes, internships, job shadowing, and job placement.

8.5.3 Counseling will be provided through school site visits, home visits, email, phone calls, home communication, and on the job training.

8.5.4 The program teacher will schedule meetings on a regular basis with students to review Career Pathway timelines and goals.

8.5.5 Program teachers and job coaches will maintain student portfolios that will contain academic data reports to determine academic learning gains, GED, TABE, High School Credit Recovery data, Kuder-Journey Business Plan curriculum and goal outcomes.

- 8.5.6 Quarterly data chats will be conducted with teachers and students to review determined career pathway goals and timelines.
- 8.5.7 The job coach and teacher will support students while they are in class and being provided with the Kuder-Journey curriculum. Support facilitation logs will be maintained to document support to students.
- 8.5.8 Contractor shall engage youth for a minimum of twelve (12) hours a week for full time students and six hours for part time students through the activities described herein.
- 8.5.9 All youth shall have sufficient opportunity to interact with facilitators and program staff, and to be the recipient of all program benefits by using techniques that have validated success and encourage retention such as:
- a. Teachers as caring adults providing comprehensive guidance.
  - b. Teachers delivering academic tutorial/remedial support.
  - c. Career awareness, planning/readiness.
  - d. Referrals for other services.
- 8.5.10 Staff shall serve as a liaison between the participants and the GED facilitators/instructors and intercede on their behalf as necessary.
- 8.5.11 In the event a participant's attendance decreases, staff shall conduct home visits to re-engage youth.
- 8.5.12 Contractor will provide each student with intensive case management, counseling, mentoring and follow-up services and monitor each student's academic progress. There shall be at least two (2) hours of "face time" per week with each youth.
- 8.5.13 Contractor staff will present "wrap-around" services, added value, and incentives that the program provides. Youth will be advised that it is a privilege to be in the program and will be presented with their in-kind responsibilities and requirements.
- 8.5.14 Contractor staff will stay abreast of community services and programs. Youth will be referred according to the needs, interests, and goals of the individual student. Contractor shall maintain open lines of communication with providers of other community services.

8.5.15 Contractor shall be responsible for:

- a. Conducting or facilitating workshops that address time management.
- b. Referral to workshops to address family planning, abstinence, and pregnancy prevention as appropriate.
- c. Meeting individually with students.

8.5.16 Contractor shall provide the CSBD Program Manager with a calendar of all activities and workshops by July 31 of each year that this contract is in effect.

8.5.17 Counselors will address study habits, progress, performance, and personal problems.

8.5.18 Youth will receive counseling and job coaching. Facilitators/teachers will serve as brokers and advocates for the participants. Female participants will be counseled on the benefits of non-traditional careers.

8.5.19 Youth will take part in both group and individual counseling activities at least once a week while enrolled in the program.

8.5.20 Case management and counselor contacts shall be documented through student and counselor logs, progress reports. Records of student attendance for counseling will reflect all case management and counseling contact with students. All case management notes shall be recorded in Employ Florida.

8.5.21 Staff will be responsible for monitoring graduation requirements.

8.5.22 Case management notes shall be entered:

- d. Weekly for each participant in the program based upon counselor/case manager contact with the participant.
- e. More often than weekly to document events, progress, challenges, and activities as they occur.

8.5.23 Case notes shall record all customer service activities including but not limited to assessment, career training and planning, development of the youth's employment plan and individual service strategy, support services provided as well as justification of need for the support services, job matching, placement and follow-up.

- 8.5.24 Case notes must document the connection and alignment of their work experience, if they are provided a work experience, with their educational goals.
- 8.5.25 Case notes shall include the monitoring and documentation of each youth's services and outcomes on an individual activity basis and on a case by case basis. It is not expected that all youth will be provided every allowable WIOA activity or WIOA youth element. The case manager's determination of which services are appropriate for the youth in their caseload shall be documented.
- 8.5.26 Contractor's program manager shall monitor case notes on a bi-weekly basis to assure staff is entering youth activities and program events with sufficient specificity such that any new staff assigned to case manage the youth will be aware of the youth's participation and progress and will be able to take over the case.

## 8.6 Participant Incentives

- 8.6.1 Incentives shall be offered to the youth enrolled in the program in accordance with the incentive plan approved by the CSBD Youth Program Manager.
- 8.6.2 Youth will be eligible to earn a performance incentive in an amount to be determined by CSBD, each year based upon the availability of funds. All incentives must be tied to attendance in training and performance attainments. A performance incentive plan must be submitted to the Youth Program Manager by August 31, of each year this contract is in effect.
- 8.6.3 Youth may not be provided an incentive payment for enrollment or solely for attendance in class. Youth may not receive an incentive for attending a work experience for which they are receiving a wage. Youth must show positive outcomes, passing assessments and attaining functional grade gains to be eligible for an incentive. Incentives should be interspersed throughout the youth's tenure in the program.
- 8.6.4 Incentive or other payments to students shall be issued by the CSBD.
- 8.6.5 Incentives may also include, but are not limited to scholarships, positive adult role model relationships, and hands-on real life connection to learning that permits the student to take ownership.
- 8.6.6 Each participant shall be awarded a certificate of participation and completion.

8.6.7 Incentives shall be limited to budget and fund availability.

8.7 Participant Time, Data Entry, File Maintenance, Attendance, and Wages

8.7.1 If work experience/internship payments are to be made to the youth, CSBD shall inform Contractor of the payment date and amount. Contractor shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution with CSBD.

8.7.2 Contractor will be responsible for monitoring and making sure that students fill out time sheets daily. Contractor staff must approve and co-sign participant time sheets before submitting them to CSBD. In the event a student is absent for three (3) consecutive days, the Contractor will make every effort to follow-up with the student and provide counseling including home visits, and/or parent contacts.

8.7.3 Contractor shall assure that individuals approving time sheets are not responsible for the distribution of any youth payments.

8.7.4 Youth who receive payments will be paid one (1) week in arrears and shall be paid biweekly. Time and attendance documentation shall be submitted to CSBD by Tuesday at 10:00 A.M. of the pay week in order for CSBD to generate the participant payroll. Payroll for youth in Contractor's programs shall be processed in accordance with the procedure agreed to between CSBD and Contractor.

8.7.5 Youth who receive a work experience payment from CSBD will not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Contractor. Students may not make up vacation, holiday, or sick time hours.

8.7.6 Youth's attendance and academic performance will be monitored by the FOCUS data system utilized in Adult Education (GED) classrooms. The teacher assigned will monitor student's progress on a weekly basis and will maintain each student's career pathway portfolio, monitoring both designated timeline and goals.

8.7.7 Program, fiscal and operational records will be monitored and maintained through the Broward County Public Schools grants office, budget office and the CTACE department.

8.7.8 Contractor shall meet with CSBD monthly to review files, youth progress and data entry.



- 8.7.9 Contractor shall be responsible for timely data entry, which is defined to mean within fifteen (15) days of any entry requiring a date to be entered into the Employ Florida Tracking System.
- 8.7.10 Contractor shall use tickler dates prior to the future critical dates to assure data entry occurs on or before the effective dates. Staff shall enter case notes within three (3) days of a recordable event and ensure that case files are properly maintained. All case files will be routinely reviewed to assure that they are accurate, complete and up to date. Checklists must be put in place to verify that all essential information is in the case file.
- 8.7.11 Mistakes made in reporting student information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.
- 8.7.12 Contractor shall maintain only one (1) file for each youth in accordance with the model file to be provided by the CSBD Youth Program Manager.
- 8.7.13 Documents to be maintained / scanned into DMS include:
- a. Eligibility documents including, picture ID, social security card, family income when required, documentation of barrier when required, public assistance when required, selective service for all males, school status, citizenship, and assessment which must all be part of each youth's participant file.
  - b. Teacher case notes, referral forms, transportation vouchers, progress reports, financial aid reports, monthly evaluations, timesheets, pre and post-tests, all of which should be entered into ~~EFM~~ Employ Florida and shall be maintained in the youth file.
  - c. All case notes should reflect the activity, program and services provided to the youth.
  - d. WIOA Career Plan/ISS.
  - e. Career Pathways Plan.
    - a. Newsletters, Career Flyers, Workshop Agendas, Sign-In Sheets, Employment Verification Forms, Employer Contact Forms, Certificate of Completion and Licensure Documentation.

8.7.14 Contractor shall maintain participant time and attendance records, which shall consist of daily time sheets indicating the hours per day and type of activity and shall be signed by the participant and the supervisor.

8.7.15 All absenteeism and tardiness shall be documented in the counselor's case notes.

8.7.16 Contractor shall maintain a separation of duties so that staff assigning youth to worksites shall not be same as staff approving participant time and attendance. Staff who collects time and attendance documentation may not be the same staff as those approving/certifying participant time and attendance.

## 8.8 Program Staffing

8.8.1 Contractor shall hire the requisite staff necessary to meet the project objectives and in accordance with the budgets attached as Exhibit A and B.

8.8.2 Program staff will possess Florida Department of Education Teacher Certification or a similar certification in counseling, social work.

8.8.3 All staff hired shall meet the hiring requirements and clearance procedures of the School Board of Broward County, Florida.

8.8.4 Contractor shall hire staff in a timely manner in order to assure that the program is fully staffed at the inception of the program. Contractor shall ensure that positions that become vacant during the program year are advertised and filled within forty five (45) days of the vacancy occurring to assure the case manager to caseload ratio remains constant. The filling of vacancies for positions funded by this Agreement shall not be affected by hiring freezes applicable to other staff positions.

8.8.5 The Director of CTACE will provide oversight and guidance to the program coordinators.

8.8.6 Program staff shall be state certified and/or trained in all assessments or curriculum provided to students.

8.8.7 Contractor shall provide a copy of the Agreement work statement to all program staff and a copy of the Agreement fiscal requirements to all fiscal staff. Contractor shall require all staff to sign a statement indicating that they have received the applicable sections of the Agreement and have reviewed and understand the Agreement objectives and requirements.

8.8.8 All teacher facilitators funded under this Agreement shall be assigned a caseload. The caseload shall be evenly distributed among the facilitator teachers hired under this Agreement.

## 8.9 General Program Requirements

8.9.1 Contractor shall utilize facilities which are visually and acoustically appropriate for learning and which makes use of space in a manner that facilitates the on-going activities of the instructional program.

8.9.2 Youth enrolled under this Agreement shall be adequately supervised during training hours and be provided with safe training conditions, which at a minimum, shall conform to the health and safety regulations established by the State of Florida.

8.9.3 If disclosure of youth records is requested by the public, State of Florida confidentiality standards and WIOA requirements pertaining to records of participants in WIOA programs shall apply.

8.9.4 All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

8.9.5 All program sites shall be accessible to people with disabilities.

### 8.9.6 Self-Monitoring

a. Contractor shall develop a protocol and process for self-monitoring their fiscal and program operations and deliverables under this Agreement. Contractor shall conduct monthly monitoring of its program in accordance with a schedule approved by their CSBD Youth Program Manager. Contractor shall submit their monitoring schedule to their CSBD Program Manager by August 31, of each year this contract is in effect. Contractor shall monitor files utilizing the monitoring tool provided to them by the Youth Program Manager.

b. Program fiscal and operational records shall be monitored and maintained through the Broward County Public Schools' grant office and the CTACE department. The Teacher on Task Assignment overseeing the program compliance will prepare a monthly fiscal report. This fiscal report will be reviewed by the CTACE Director, Curriculum Supervisor, Grant Program staff and clerical and shared with CSBD.

- c. Within five (5) business days following the completion of the self-monitoring protocol, Contractor shall submit a copy of any findings identified and the proposed corrective action to their CSBD Youth Program Manager who shall respond with respect to acceptance of the proposed corrective action or shall provide Contractor with additional instructions resolution of any findings.
- d. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the CSBD Youth Program Manager, or the CSBD external monitors. Self-monitoring shall include a one hundred percent (100%) file review. The file review shall be coordinated to occur thirty (30) days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.
- e. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Contractor's performance.
- f. Contractor shall use the CSBD monitoring tool and receive the CSBD Youth Program Manager's sign off prior to closing any file.
- g. All exits must first be approved by the Youth Program Manager prior to exiting the youth from the system.

8.9.7 Contractor shall perform quarterly student customer satisfaction surveys. Copies of the surveys must be submitted to the CSBD Youth Program Manager.

8.9.8 Contractor shall measure customer satisfaction through focus groups.

## 8.10 Performance

8.10.1 Contractor shall be required to meet all the performance elements described below to be considered as having met performance:

- a. Zero Error Monitoring Findings

Contractor shall make all corrective actions, as a result of findings identified by (1) Contractor through their own required internal monitoring, (2) the CSBD Program Manager or (3) the CSBD external monitors, including the state within thirty (30) days of the issuance of the monitoring report. The corrective action must be accepted in writing by CSBD. Findings may not exceed five percent (5%) of the files monitored, or of funds received, and no more than five percent (5%) of the Contractor's data entry may be untimely or incorrect as determined by the CSBD Youth Program Manager.

- b. Enrollment Goals—A minimum of seventy-five (75) out of school youth must be enrolled by December 1, 2017, and sixty (60) by February 1. Contractor shall maintain a caseload of 135 youth backfilling up to a maximum of 193 youth served through the end of the program year
- c. Seventy-five percent (75%) of the youth scoring below an 8.9 grade level on their TABE or other approved basic skills assessment shall attain a functional grade gain as described herein within twelve (12) months of their enrollment into WIOA. Youth shall attain a functional grade gain until reaching 9<sup>th</sup> grade functionality in English literacy and/or computing (math) during each twelve (12) month period they are enrolled in the program if they participate for longer than twelve (12) months. This goal is subject to CSBD and state negotiation of the performance standards.
- d. 75% percent of the program participants who, during a program year, are in an education or training program leading to a recognized postsecondary credential, including GED, or employment must achieve a measurable skill gains. This shall be defined as documented academic, technical, occupational, or other forms of progress, towards the credential or employment. Documented progress shall be defined as one of the following:
  - i. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards which for postsecondary education, is at least 12 hours per semester and that shows a participant is achieving the State unit's academic standards (or the equivalent for other than credit hour program
  - ii. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training
  - iii. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.
- e. Seventy-five percent (75%) of the youth enrolled in Contractor's program must complete their GED and obtain a High School credential.
- f. Ninety percent (90%) of the youth enrolled shall be exited from the program by being placed in the military or post-secondary education or unsubsidized employment at the time of their exit from the WIOA program

and shall be retained in the military or post-secondary education or unsubsidized employment through the second (2<sup>nd</sup>) quarter after exit from the program so as to be considered as having met the "employment measure." Youth placed into employment shall earn a minimum of \$9.00 an hour.

- g. Ninety percent (90%) of the youth employment, including the military in the second (2<sup>nd</sup>) quarter after exit shall be retained in employment including the military through the fourth (4<sup>th</sup>) quarter after exit.
  - h. Of youth who exit into a post-secondary program, ninety percent (90%) of the youth must either be retained (still attending training) in the fourth quarter after exit from the program or in the alternative be employed or in the military in the fourth quarter after exit and earning a minimum of \$9.00 an hour.
  - i. At such time as State of Florida determines the median wage required to meet the "youth median wage" measure, CSBD will inform Contractor and may request an adjustment to paragraph f above for youth who have not yet exited the program. Contractor shall then be required to place youth in employment at a wage rate that will result in Contractor's attainment of the measure.
  - j. Verification of employment must be signed by employers and/or include the source used as proof of income and a copy of the document.
  - k. Contractor's performance calculation shall include all youth entered into the state's data system. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Contractor's performance.
6. All provisions of said Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
7. This Amendment and all its attachments are made a part of said Agreement.
8. The effective date of this Amendment shall be the date on which it has been signed by all the parties.

EXECUTION PAGE

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

THE BROWARD COUNTY PUBLIC SCHOOLS by and through their BOARD CHAIR following Board Action on the \_\_\_\_ day of \_\_\_\_\_, 2018 and CAREERSOURCE BROWARD signing by and through its President/CEO following Board Action on the 24<sup>th</sup> day of May, 2018.

AS TO CAREERSOURCE BROWARD:

WITNESSED BY:

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

Approved as to form by the CareerSource Broward  
General Counsel  
2610 Oakland Park Blvd.  
Oakland Park, FL 33311

BY: \_\_\_\_\_  
Rochelle J. Daniels  
General Counsel

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE BROWARD COUNTY PUBLIC  
SCHOOLS

ATTEST:

By: \_\_\_\_\_  
Nora Rupert, Chair

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

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams, Esq. -  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: Careersource Broward - 5th Amendment -  
2014-2015-CR-2335-ICON  
Date: 2018.07.24 15:37:50 -04'00'

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