



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

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July 2, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW.*

RE: Office for Career & Technical Education
Training Agent Agreement
Goodwill Industries-Suncoast, Inc. and Career Central, Inc.

Per the attached memo from Mr. Rob Aguis, Director, Office for Career & Technical Education (CTE), the District currently acts as a training agent for Career Central, Inc. and its fiscal agent, Goodwill Industries-Suncoast, Inc. Through the Agreement, these companies provide funding for training programs needed by eligible adult students in Pasco County for Postsecondary Adult Vocational programs. No District funds are required for this Agreement.

The Agreement's terms and conditions have been reviewed and approved by Ms. Nancy Alfonso, Board Attorney on June 20, 2013. We request Board approval of the terms and conditions at this time, for the 2013-2014 school year.

Should you have any questions regarding this matter, please contact me at your earliest convenience.

MJW/dam

Attachments

Date/Time: June 25, 2013 08:46:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

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7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Career and Technical Education

Rob Aguis, Director

(813) 794-2204

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MEMORANDUM

CTE-168-12/13

July 2, 2013

To: Michael Woodall, Purchasing Agent

From: Rob Aguis, Director, Office for Career & Technical Education *RA*

Subject: **Training Agent Agreement with Goodwill Industries-Suncoast, Inc. and Career Central, Inc.**

Introduction:

The District School Board of Pasco County currently participates as a Training Agent with Career Central, Inc., and its fiscal agent, Goodwill Industries-Suncoast, Inc., through a Training Agent Agreement.

Description:

The purpose of a Training Agent Agreement is to set forth the general conditions by which Goodwill Industries-Suncoast, Inc., serving as the Career Central service provider, which makes funding available for certain training of eligible individuals.

Action Requested:

The staff requests Board approval of the Training Agent Agreement with Goodwill Industries-Suncoast, Inc. and Career Central, Inc. to provide funding for training programs needed by eligible adult students in Postsecondary Adult Vocational programs.

Recommendations:

The staff requests School Board approval of the Training Agent Agreement with Goodwill Industries-Suncoast, Inc. and Career Central, Inc. for the 2013-2014 school year.

RA:rmh

Attachment(s)



TRAINING AGENT AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT

This Agreement is by and between the Goodwill Industries-Suncoast, Inc. hereinafter referred to as GOODWILL-SUNCOAST, acting as the fiscal agent on behalf of and under contract with Career Central, Inc. and the District School Board of Pasco County, hereinafter referred to as the Training Agent.

Table Of Contents

Attachment A Individual Training Account Voucher
Attachment B Attendance/Progress Report

Whereas, GOODWILL-SUNCOAST has available funding for certain training of eligible individuals under Title I of the Workforce Investment Act (WIA) and under Florida's Workforce Innovation Act of 2000 (WIA2000) legislation, Temporary Assistance for Needy Families (TANF), Trade Adjustment Act (TAA), Food Stamp Employment and Training (FSET), H1B Technical Skills and other special project training funds and;

Whereas, in response to the training needs of unskilled and/or dislocated workers in Pasco County, GOODWILL-SUNCOAST may request from time to time that Training Agent provide certain prescribed training to eligible individuals referred by Career Central staff, and;

Whereas, Training Agent agrees to provide the above referenced training, subject to the terms and conditions set forth hereinafter, and;

Whereas, this Agreement summarizes the agreement of GOODWILL-SUNCOAST and Training Agent as to be the training program(s) to be provided to those eligible individuals referred by Career Central staff and accepted by Training Agent and the operating procedures governing payment for that training program, and;

Whereas, Goodwill – Suncoast staff acting as the Career Central Service Provider for the Workforce Investment Act (WIA) and Florida's Workforce Innovation Act of 2000 (WIA2000), Temporary Assistance for Needy Families (TANF), Trade Adjustment Act (TAA), Food Stamp Employment and Training (FSET) programs acts as the referral agent for Career Central customers, and;

Whereas, the Service Provider is authorized as the contractor for payment of tuition, fees, materials, supplies, etc.

NOW, THEREFORE, the following General Provisions are HEREBY AGREED TO BY THE PARTIES:

A. STATEMENT OF WORK

1. Eligible individuals referred by Career Central staff to Training Agent shall be enrolled in the approved training course(s) specified on the GOODWILL-SUNCOAST Individual Training Account Voucher, Attachment A. The tuition charged shall be based on the tuition submitted with the Training Provider's Application, less applicable discounts for these courses. Goodwill – Suncoast cannot pay other fees that are not specified in this Agreement or on the Individual Training Account Voucher.
2. For individuals requiring a renewal of the Career Central Individual Training Account Voucher, such voucher shall not be issued until receipt of transcript or an acceptable form of progress report. Career Central students shall be eligible for program completion in accordance with the same standards as the general student population of Training Agent.
3. Training Agent shall provide the course(s) as specified in the Program Description/Statement of Work in Appendix A of the Training Provider Application. The Training Agent shall notify GOODWILL-SUNCOAST of any changes in the approved Program Descriptions/Statement of Work prior to the enrollment of any individual referred by Career Central staff.

CONTRACT REVIEWED
AND APPROVED:

MW/Jan

It is understood and agreed that WIA customers will receive a comprehensive objective assessment and individual service strategy by the Service Provider to determine the most appropriate training for each individual. Only those customers determined to be in need of training through this objective assessment will be referred to Training Agent by the Service

Provider. Neither the Training Agent nor the customer is authorized to enroll the customer into additional training courses or programs without prior written consent of Career Central staff.

5. Students eligible for WIA or welfare transition assistance shall not be discriminated against in receipt of such financial aid solely on their status as WIA or welfare transition customers. WIA/welfare transition customers shall be afforded all the rights, privileges, and benefits available to the general student population of the Training Agent. Training Agent agrees that each individual referred by the Career Central staff for training will be evaluated for all financial aid eligibility normally available to other students.

The Training Agent shall adhere to the Workforce Investment Act as to the disposition of the Pell Grant for individual customers. Pell Grant dollars must be used to pay tuition for WIA customers in training. A WIA customer may enroll in WIA-funded training while his/her application for a Pell Grant is pending as long as Career Central staff has made arrangements with the Training Agent and the WIA customer regarding allocation of the Pell Grant, if it is subsequently awarded. In that case, the Training Agent must reimburse Goodwill - Suncoast the funds used to underwrite the training for the amount the Pell Grant covers. Reimbursement is not required from the portion of Pell Grant assistance disbursed directly to the customer for education-related expenses.

6. Training Agent will seek and coordinate other funding sources for WIA student. Training Agent agrees to notify the Career Central staff in writing on a quarterly basis of any financial aid provided to students. It is the responsibility of the Training Agent to provide sufficient oversight to prevent misapplication of funds, which results in double payment of any charges or the utilization of Federal funds when other funds could have been used for the same purpose. The Individual Training Account Voucher will specify the expenses that will be paid for by Career Central funds.
7. Training Agent acknowledges and understands that remuneration to attract WIA/welfare transition students is prohibited.

B. FETPIP REPORTING

Effective July 1, 1999, training agents must supply performance information to the Florida Education and Training Placement Information Program (FETPIP). Reporting to FETPIP is a requirement of this Agreement. The Training Agent shall understand that subsequent eligibility will be based, in part, on data reflecting favorable outcomes as verified by FETPIP.

As a requirement to maintain subsequent eligibility, the Training Agent is responsible for making arrangements and providing FETPIP with the information that FETPIP requires in a timely manner. The FETPIP's phone number is: 850-487-0900.

The required performance information will be:

Required performance information for all students:

- Program completion rates
- Percentage who obtained unsubsidized employment
- Wages at placement in employment

Required performance information for students who are Career Central supported:

- Percentage who completed the program
- Retention rates for completers at six months
- Wages for completers at six months
- Rates of licensure, degree attainment or certification

C. AGREEMENT PERIOD

This Agreement will become effective on the date on which both parties have signed it. It will remain in effect until June 30, 2016, unless cancelled by either party as stipulated below. Thereafter, the Agreement may be renewed annually, at the mutual agreement of the parties.

Renewal of this Agreement each year will be based upon reported performance and updated cost and program information. Training Agent must meet established levels of performance.

This Agreement may be cancelled at any time by either party with thirty (30) days written notice. In the event of such cancellation, there shall be no interruption in services for customers already enrolled in training.

CONTRACT REVIEWED
AND APPROVED:

MJW/Dan

D. PAYMENT AND DELIVERY

1. Tuition payments will be considered only for those individuals referred to Training Agent by the Service Provider as evidenced by a valid Career Central Individual Training Account Voucher. Tuition or other payments will be made to Training Agent only for those individuals enrolled in and receiving training.
2. Training Agent shall forward to the Service Provider at Career Central an original, signed and embossed Individual Training Account Voucher and written invoice for this tuition/fee at the time a student referred begins training and become eligible for invoicing. This invoice is payable to Training Agent upon receipt in accordance with payment procedures listed below.
3. Training Agent shall, in conformity with the general refund policies of Training Agent, refund to the Service Provider such tuition/fees, which are paid by Goodwill - Suncoast for individuals who enroll in and begin training, but drop out of courses. Refund payment shall never be made to the student for funds received by the Training Agent from Goodwill-Suncoast under this agreement.
4. Training Agent agrees **not** to enroll students prior to receipt of a voucher which bears the signature of authorized personnel working on behalf of GOODWILL-SUNCOAST and Career Central and is embossed with the Goodwill seal. No verbal authorizations for enrollment into training will ever occur under this agreement.
5. Goodwill – Suncoast will make all payments for authorized enrollments prior to the termination of this Agreement.
6. Any changes in the Training Agent's tuition and fees must be submitted in writing with justification to GOODWILL-SUNCOAST for approval. Changes must be reviewed and accepted by GOODWILL-SUNCOAST prior to implementation. Submit changes to: **Kris Rawson**, Goodwill Industries-Suncoast, Inc., 10596 Gandy Blvd. St. Petersburg, FL 33702
7. With the executed copy of this Agreement, the Training Agent will supply GOODWILL-SUNCOAST with a copy of its written policies concerning refunds, cancellations, and withdrawals. These policies must be applied to the Career Central students the same as they would apply to any other student. The Training Agent agrees not to accept a voucher that was transferred to any other student.
8. The Training Agent acknowledges and understands that under no circumstance can it hold the student accountable for any program costs that are attributable to this Agreement.
9. Payment Procedure
 - a) The Training Agent will receive funds based on the information contained on the Individual Training Account Voucher and from the coordination of other funding sources available to the student.
 - b) To receive reimbursement, the Training Agent must submit to Goodwill - Suncoast an official Individual Training Account Voucher and invoice supported by back up documentation on costs. The payment request should be addressed to the Lead Bookkeeper at Goodwill Industries – Suncoast, Inc., address specified below.
 - c) Individual Training Account Vouchers and invoices accepted for payment will generally be paid within thirty (30) days of receipt.
 - d) Individual Training Account Vouchers and invoiced not accepted for payment will be returned to the Training Agent with an explanation.

E. RECORDS

1. Training Agent shall provide to the Career Central Specialist monthly progress reports indicating both the progress and attendance of the Career Central student and signed by student and instructor or qualified school representative.
2. Training Agent shall notify the Career Central Specialist within 5-10 days of Career Central student's completion or termination/drop from training program. In such an instance, information concerning Career Central student's date of employment, wage, job title, CIP code, if known, must also be indicated on the progress report.

CONTRACT REVIEWED
AND APPROVED:

MJW/Dam

F. AUDITS

If applicable, Training Agent shall provide for an independent certified audit conducted in accordance with generally accepted auditing standards as mandated by the provisions of the Office of Management and Budget (OMB) Circular A-133, Audits of Institutions of Higher Education and other Non-Profit Institutions, Audits of State and Local Governments, and any other specific requirements imposed by the Board.

G. ASSIGNMENTS AND SUBCONTRACTS

Training Agent shall not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the written approval by the GOODWILL-SUNCOAST, unless otherwise authorized by this Agreement. A written subcontract must be presented to the GOODWILL-SUNCOAST for consideration. In no case shall such consent relieve Training Agent from the obligation under or change the terms of this Agreement unless otherwise provided for.

H. TERMINATION FOR CONVENIENCE/DEFAULT

1. The GOODWILL-SUNCOAST or Training Agent may terminate this Agreement for convenience when it is in the best interest of the GOODWILL-SUNCOAST or Training Agent. GOODWILL-SUNCOAST may suspend this Agreement for the purpose of investigating irregularities under this Agreement. Any termination for convenience or suspension will be preceded by written notice setting forth the effective date of said termination or suspension. The termination/suspension shall be effective thirty (30) days after the notice is issued and the Training Agent has thirty (30) days after the effective date to bill for payment. The Training Agent shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension. In the event of termination for whatever reason, both parties agree to negotiate a plan to ensure an orderly transition for customers in training.

2. If the Training Agent fails to perform, in whole or part, or to make sufficient progress, so as to endanger performance, Career Central will notify the Training Agent of such unsatisfactory performance. If such unsatisfactory performance continues, Career Central will notify the Training Agent in writing. The Training Agent has ten (10) working days from receipt of notice in which to respond with a plan agreeable to the GOODWILL-SUNCOAST to correct said deficiencies.

Upon failure of the Training Agent to respond within the appointed time or failure of the Training Agent to respond with appropriate plans, the GOODWILL-SUNCOAST will advise the Service Provider to cease enrollments into the Training Agent's programs until the Training Agent responds with appropriate plans to correct its deficiencies. Should the Training Agent be unable or unwilling to correct its performance, the GOODWILL-SUNCOAST will serve a termination notice which shall become effective within fifteen (15) days after its issuance.

In the event of such termination, the GOODWILL-SUNCOAST or its Service Provider shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by the GOODWILL-SUNCOAST within thirty (30) days of termination date.

The Training Agent shall give the GOODWILL-SUNCOAST and its Service Provider written notice of any perceived breach, and it shall give the GOODWILL-SUNCOAST and its Service Provider ten (10) working days to cure any perceived breach under the Agreement.

3. All notices under this Agreement shall be given in writing to the parties at the following addresses:

If to Training Agent: Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County
20430 Gator Lane
Land O'Lakes, FL 34638

If to GOODWILL-SUNCOAST: Kris Rawson, Vice President, Workforce Development
Goodwill Industries-Suncoast, Inc.
10596 Gandy Blvd.
St. Petersburg, FL 33702

CONTRACT REVIEWED
AND APPROVED:
MTW/Alan

If to Career Central, Inc.: Brenda Gause, Director of Operations
Pasco-Hernando Workforce Board
15588 Aviation Loop Drive
Brooksville, FL 34604

If given by mail, notices shall be deemed given upon mailing as specified in this paragraph. Either party may change the persons or addresses to which future notices are to be sent as provided by this paragraph.

I. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below the respective signatures:

Goodwill Industries-Suncoast

Training Agent

Vice President, Workforce Development

Signature

Signature

Date

Date

Michael J. Woodall / Dam 6/24/13
Signature Date
Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County

Board Chairperson

Date