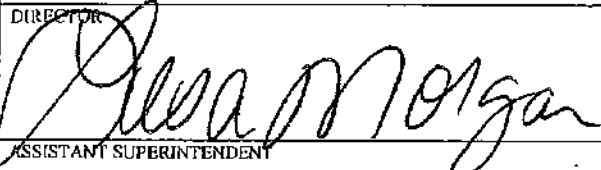



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Curriculum & Instruction/Human Resource Services/ Risk Management		SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
TITLE  WORKFORCE ESCAROSA, INC. INDIVIDUAL TRAINING ACCOUNT AGREEMENT		SUBMITTED BY:  PAUL FETSKO ASSISTANT SUPERINTENDENT CURRICULUM AND INSTRUCTION	
PERIOD OF GRANT/CONTRACT/REQUEST  Dates signed by all parties through June 30, 2012	FUNDING SOURCE  Workforce Escarosa, Inc.	PROJECT COORDINATOR AND DEPARTMENT  LESA MORGAN, DIRECTOR WORKFORCE EDUCATION Dan Busse, Principal - George Stone Technical Center Ed Simpkins - WIA Coordinator	
AMOUNT OF FUNDING REQUEST - <i>Is amount more, less or same as last year?</i> <i>(Explain differences at end of Purpose section if additional space is required)</i>  N/A		TOTAL PROJECT - <i>Is amount more, less or same as last year?</i>  N/A	
PURPOSE  Through this agreement, conditions/procedures are established whereas Workforce Escarosa, Inc. provides revenue for expenses of Workforce Investment Act (WIA) clients enrolled in George Stone for occupational skills training. In addition, the agreement establishes a performance fee paid to George Stone for WIA clients who successfully complete their occupational skills training program.			
IMPLEMENTATION PLAN  <ul style="list-style-type: none"> <li>Identify WIA eligible clients enrolled in George Stone occupational skills training programs.</li> <li>Establish Individual Training Accounts for WIA Clients according to agreement terms.</li> <li>Invoice Workforce Escarosa, Inc. for approved cost and performance fees.</li> </ul>			
PARTICIPATING SCHOOLS/AGENCIES George Stone Technical Center and Workforce Escarosa, Inc.			
ACTION REQUIRED School Board Approval			
STRATEGIC ALIGNMENT - <i>Include number and definition of Pillar, Goal and Measurable Objective.</i>  PILLAR: Service  GOAL: S.1: To interact with students, parents, district employees, visitors, and community stakeholders to achieve efficiency, effectiveness, and courtesy.  MEASURABLE OBJECTIVE: S.1.3. Provide and deliver excellent customer service within established guidelines of law, board policy, and procedures as measured by the climate survey.			
DIRECTOR 		DATE 7/19/11	
ASSISTANT SUPERINTENDENT 		DATE 8-3-11	DATE OF BOARD APPROVAL

**INDIVIDUAL TRAINING ACCOUNT AGREEMENT BETWEEN THE SCHOOL BOARD OF  
ESCAMBIA COUNTY, FLORIDA, AND WORKFORCE ESCAROSA, INC.  
2011-2012**

**WORKFORCE ESCAROSA, INC.  
INDIVIDUAL TRAINING ACCOUNT AGREEMENT**

This Agreement is made and executed in duplicate by and between Workforce Escarosa, Inc., whose address is 9111 Sturdevant Drive, Pensacola, Florida, 32514, hereinafter called Escarosa, and the Eligible Training Provider, whose name is The School Board of Escambia County, Florida, whose address is 75 North Pace Boulevard, Pensacola, Florida, 32505, on behalf of George Stone Technical Center, whose address is 2400 Longleaf Drive, Pensacola, Florida, 32526, hereinafter called the Training Institution.

**I. PROVISIONS OF THE AGREEMENT**

The two parties to this Agreement do hereby agree to the following:

1. This Agreement is effective as of the date signed by all parties concerned and shall remain in effect unless either party terminates the agreement by giving the other party a thirty (30) day written notice of such termination.
2. This Agreement may be terminated by either party upon thirty (30) days written notice. In the event of termination for convenience, the Training Institution will be entitled to receive payment for delivery of all services incurred prior to the termination date. Termination of this Agreement shall not result in any interruption of training services for the referred individuals. Modification to this Agreement shall be in writing and agreed to by both parties.
3. The Training Institution agrees to honor an approved Individual Training Account (ITA) Voucher issued by or on behalf of Escarosa. The Training Institution agrees to provide the education and training services as indicated on the ITA and to invoice Escarosa for the training and services delivered. Escarosa will make payment for the invoiced costs for all ITAs issued by its designated Service Provider in accordance with the agreed upon ITA amount. Payment will be made to the Training Institution within thirty (30) days of receipt of invoice.
4. Issuance of an ITA will be based upon eligibility of the participant, customer choice, and appropriateness of training based on a comprehensive assessment of the participant. All services are contingent upon funding availability.
5. An ITA will specify the name of the Escarosa approved participant and the specific occupational skills training (OST) program for which enrollment is authorized. The ITA will itemize the ITA and other financial caps and balances, indicate semester/term tuition costs, and estimate other training-related expenses. A copy of the ITA voucher is attached to this agreement (Attachment D).
6. Eligible individuals referred to the Training Institution may only be enrolled in the approved OST program as specified on the ITA. The Training Institution shall deliver OST in accordance with the approved training program as included in the vendor application. The Training Institution shall notify Escarosa of any changes in the required courses, costs of the program, length of the training program, or licensing requirements within ten (10) working days of said changes.

**INDIVIDUAL TRAINING ACCOUNT AGREEMENT BETWEEN THE SCHOOL BOARD OF  
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7. All applicable add/drop deadlines and requirements of the Training Institution will also apply to the ITA. The Training Institution shall, in conformity with the general refund policies of the institution, refund any tuition and fees which have been paid for individuals who drop out of courses prior to the deadline for drops and withdrawals. Refunds will be made directly to Escarosa.
8. If the Escarosa participant is eligible for PELL grant funds, PELL grant funds may be paid to the participant to assist him/her with everyday expenses so that the participant's ability to attend training is enhanced. Escarosa will provide a thirty (30) day notice to the Training Institution prior to changing this special provision regarding the use of PELL grant funds. In addition, the Training Institution shall evaluate the individual for other financial aid normally available to other students, in a manner consistent with all other students. Students eligible under The Workforce Investment Act (WIA) may not be discriminated against based solely on their eligibility for WIA when being considered for other financial assistance. This shall include financial assistance programs under Title IV of the Higher Education Act (HEA). The Training Institution shall ensure that WIA funds provided are in addition to other funds. It is the responsibility of the Training Institution to provide internal controls to prevent any duplicative payments of tuition with federal funds.
9. ITA's will be issued for a specific time period (normally, one semester or quarter) and will be capped at up to \$4,000 per fiscal year (July 1 – June 30). Each ITA will specify the cap amount for the specific program in which the individual will enroll.
10. Each WIA applicant interested in an OST program that costs more than Escarosa's ITA financial cap will be referred to the training institution for financial information, advice, and assistance. The training provider and applicant will jointly develop and sign a financial plan that covers the full cost of the training – especially that portion exceeding the ITA's \$4,000 per year cap. All possible funding sources (e.g., PELL Grant, other federal/state educational grants, scholarships, etc.) should be considered. Student loans should be the exception to the rule and then applied only as a last resort. The training provider must ensure that each Escarosa participant is fully advised of his/her obligations towards all grants, scholarships, loans, etc. and the impact of his/her not meeting those obligations. The Escarosa participant will then provide a copy of the financial plan to his/her WIA career manager for final approval prior to an ITA being issued.
11. The Training Institution shall refer any individual who is unable to continue the training specified back to Escarosa for other services.
12. The Training Institution agrees to make available for review during normal business hours any records pertaining to this agreement to any duly authorized monitor, auditor, or other representative of USDOL, Workforce Florida, The Florida Agency for Workforce Innovation, and Escarosa.
13. Escarosa will notify the Training Institution of any changes in legislation, regulations, or state directives that may impact this Agreement.

**INDIVIDUAL TRAINING ACCOUNT AGREEMENT BETWEEN THE SCHOOL BOARD OF  
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**II. PERFORMANCE PAYMENTS**

**Florida law** calls for Workforce Development Regions to establish a performance payment system for educational institutions that train adult and dislocated workers in OST through the WIA. The Training Institution is eligible to receive a performance-incentive payment upon evidence of performance of specific performance benchmarks as approved by Escarosa. This payment is in addition to the costs incurred through an ITA to cover tuition. The performance incentive payment will only be made upon documented evidence of performance of the benchmarks.

**All approved Eligible Training Providers are required to be licensed by the Commission for Independent Education (CIE). CIE can be contacted at (850) 245-3200 or online at <http://www.fldoe.org/cie/>. In addition, the Training Institution must agree to provide student-based information on performance and students outcomes to the Florida Education Training and Placement Information Program (FETPIP), through CIE. Failure to do so will result in the Training Institution being removed from the Eligible Training Provider List (ETPL) for Escarosa. Performance reports as required by FETPIP must also be provided to Escarosa annually (no later than June 30 of any year). (See Attachment II).**

1. Training providers are eligible for a \$50.00 payment for each WIA participant who completes at least fifty (50) percent of his/her training program and enters into training related, unsubsidized employment. An Entered Employment performance outcome is credited when a participant is documented as working in the calendar quarter after the quarter in which he/she was placed to employment (e.g., a participant is placed to employment on April 21, 2011, must be found working for at least one day during the July 1 - September 30, 2011, quarter).
2. WIA Career Managers and Training Institution staff must coordinate WIA participant successes to ensure that performance outcomes are properly documented.
3. The incentive performance payment is contingent on funding. If Escarosa determines that funding is not available, the Training Institution will be notified in writing with an effective date for termination of these payments. All performance achieved up to the effective date will be paid by Escarosa.

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

**IN WITNESS WHEREOF, the agents of the Training Institution and Workforce Escarosa hereby certify that they have full authority to, and in accordance therewith on behalf of their respective principals, have executed this Individual Training Account Agreement.**

INDIVIDUAL TRAINING ACCOUNT AGREEMENT BETWEEN THE SCHOOL BOARD OF  
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IN WITNESS WHEREOF, said parties have entered into this agreement as of the date signed  
by all parties concerned.

THE SCHOOL BOARD OF  
ESCAMBIA COUNTY, FLORIDA

WORKFORCE ESCAROSA, INC.

By: \_\_\_\_\_  
Gerald W. Boone, Chair

By: \_\_\_\_\_  
Susan B. Nelms, Executive Director

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

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

Attest:

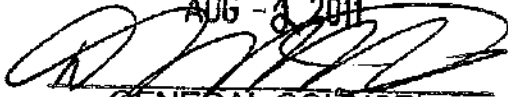
By: \_\_\_\_\_  
Malcolm Thomas, Superintendent

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

APPROVED FOR LEGAL CONTENT

FOR August 2011 AGENDA

AUG - 3, 2011

  
GENERAL COUNSEL  
ESCAMBIA COUNTY SCHOOL BOARD

INDIVIDUAL TRAINING ACCOUNT AGREEMENT BETWEEN THE SCHOOL BOARD OF  
ESCAMBIA COUNTY, FLORIDA, AND WORKFORCE ESCAROSA, INC.  
2011-2012

Attachment I

WORKFORCE ESCAROSA  
CLASSROOM TRAINING REFERRAL FORM

TO: Linda Pope/George Stone Center- FAX Number (850) 941-6215

FROM: \_\_\_\_\_/WIA Career Advisor

DATE: \_\_\_\_\_/20\_\_\_\_

SUBJ: DW/ADULT/OLDER YOUTH/TAA

Participant's Name: \_\_\_\_\_

SSN: XXX-XX-XXXX

Comments: Workforce Escarosa Fax Number (850) 607-8700

The above participant has been certified for the WIA Training Program and has been approved for the following:

( \_\_\_\_\_ )

Term

\_\_\_\_\_ Training Program

**\*\*\* PROGRAM CHANGE IS APPROVED\*\*\***

The WIA program will issue an ITA to pay school tuition. WIA will pay for required books, fees and other training-related supplies.

In addition, I request that you keep me advised of any difficulties concerning this participant, discrepancies in attendance, or inability to successfully complete the training program. The participant will be responsible for providing monthly attendance sheets. Please contact me if you have any questions

**Please submit bills as they occur to:**

**Carol Bilon**  
Workforce Escarosa  
9111 Sturdevant Street  
Pensacola, FL 32514

Career Advisor

WIA Career Advisor  
850-607-8721 (office)  
850-607-8849 (fax)  
[jhawthome@escarosa.org](mailto:jhawthome@escarosa.org)

**INDIVIDUAL TRAINING ACCOUNT AGREEMENT BETWEEN THE SCHOOL BOARD OF  
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**Attachment II**

**WORKFORCE ESCAROSA, INC.  
 &**

**(APPROVED TRAINING PROVIDER)  
 WORKFORCE INVESTMENT ACT (WIA)  
 INDIVIDUAL TRAINING ACCOUNT (ITA)**

**APPLICABLE SCHOOL SEMESTERS/QUARTERS:** \_\_\_\_\_ - \_\_\_\_\_  
 (Month/Year) (Month/Year)

**WIA PARTICIPANT'S NAME:** \_\_\_\_\_ **SSN:** XXX-XX-\_\_\_\_\_

**WIA PROGRAM: (Check One):** \_\_\_ 1 – Adult \_\_\_ 2 – Adult/Older Youth \_\_\_ 3 – Dislocated Worker

**TRAINING PROGRAM:** \_\_\_\_\_

**TRAINING START DATE:** \_\_\_\_\_ - \_\_\_\_\_ **PROJECTED COMPLETION DATE:** \_\_\_\_\_ - \_\_\_\_\_  
 (Month/Year) (Month/Year)

<b>Beginning ITA Amount</b>		<b>Beginning Pell Grant Amount</b>	
		Other Financial Sources	
Semester/Term Tuition		Semester/Term Tuition	
Books		Books	
Fees		Fees	
Tools		Tools	
Uniforms		Uniforms	
Other: Specify		Other: Specify	
<b>*Total Training Expenses</b>		<b>*Total Training Expenses</b>	
<b>ITA Used for Semester/Term</b>		<b>Pell Used for Semester/Term</b>	
<b>ITA Balance</b>		<b>Pell Balance</b>	

\*Does not include support services.

**NOTE:** CAREER MANAGERS MUST COORDINATE CLOSELY WITH TRAINING PROVIDER FINANCE STAFF AND THE ESCAROSA SUPPORTIVE SERVICES SPECIALIST TO ENSURE THAT ALL FINANCIAL SUPPORT BALANCES ARE ACCURATE AND THAT ALL TRAINING COSTS ARE PROPERLY IDENTIFIED, DOCUMENTED, AND PROCESSED FOR PAYMENT. PELL GRANT DOLLARS MUST BE EXHAUSTED BEFORE ITA DOLLARS ARE APPLIED TO TUITION.

\_\_\_\_\_  
 WIA Participant Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Career Advisor Signature

\_\_\_\_\_  
 Date

**INDIVIDUAL TRAINING ACCOUNT AGREEMENT BETWEEN THE SCHOOL BOARD OF  
ESCAMBIA COUNTY, FLORIDA, AND WORKFORCE ESCAROSA, INC.  
2011-2012**

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

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

A. **HOLD HARMLESS/INDEMNIFICATION AGREEMENT:**

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


B. **REQUIRED INSURANCE:**

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

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

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

Approved: \_\_\_\_\_ Initials of each  
Signer: \_\_\_\_\_

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



**INDIVIDUAL TRAINING ACCOUNT AGREEMENT BETWEEN THE SCHOOL BOARD OF  
ESCAMBIA COUNTY, FLORIDA, AND WORKFORCE ESCAROSA, INC.  
2011-2012**

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

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with

which this transaction originated

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**INDIVIDUAL TRAINING ACCOUNT AGREEMENT BETWEEN THE SCHOOL BOARD OF  
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**Certification**

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


EO 89-00014, UNCL (Replaces GCHQ's (REV. 12-88), which is obsolete)