

**Contract for a WIOA Program
Serving Low-Income Out-of-School Youth Age 16 –24
in Southwest Alabama**

Contract #: 94707470

Made and Entered into BY and BETWEEN

The WIOA Administrative Entity

AND

the CONTRACTOR

**Southwest Alabama Partnership for
Training and Employment, Inc. (SWAPTE)**
515 Springhill Plaza Court
Mobile, AL 36608

Reid State Technical College
100 Hwy 83
P.O. Box 588
Evergreen, AL 36401

hereinafter referred to by name
or called **SWAPTE**

hereinafter referred to by name
or called the **CONTRACTOR**

This agreement is comprised of this Signature Sheet, a Table of Contents and these five (5) Sections, each an integral part of the whole:

SECTION A - General Provisions; SECTION B - Special Provisions; SECTION C - Performance Standards; SECTION D - Budget; SECTION E - Statement of Work.

By signatures below, the parties hereto agree to comply with all terms and conditions as set forth within the whole. Changes shall be incorporated behind this sheet, as needed.

Notwithstanding the rights reserved by **SWAPTE** to unilaterally modify the amount and/or duration of this agreement for cause:

- A) The duration of this agreement shall be from the effective date of: **July 1st, 2019 until June 30th, 2020.**
- B) The total number of youth served by this contract shall not exceed 35 without prior approval.
- C) The amount paid to the **CONTRACTOR** for work performed under this agreement shall be in accordance with the Budget section herein, and in no event shall exceed a total of **\$279,818.84.**

The parties hereto agree that validation of this agreement by the respective Signatory Officials shall be considered a complete mutual assent to each and every aspect of this agreement. The Signatory Officials also hereby certify that each possesses legal authority to contractually bind their respective entities in their capacities as signatories hereto.

BY:

Carol Statter, Chair
Southwest Alabama Partnership for
Training and Employment
Signatory Official

BY:

Dr. Coretta L. Boykin, Dean
Instruction & Workforce Development
Reid State Technical College
CONTRACTOR Signatory Official

BY:

Connie Hudson, Chair
Chief Elected Officials Council
Southwest Alabama Partnership for
Training and Employment
Signatory Official

BY:

Sydney G. Raine, President
Southwest Alabama Partnership for
Training and Employment
Signatory Official

**WIOA Service Provider Agreement
Reid State Technical College**

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Section A – GENERAL PROVISIONS ASSURANCES AND CERTIFICATIONS

The **CONTRACTOR** assures and certifies to the **SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT** that:

#1 Compliance with Applicable Law and Regulation

It will comply with the requirements of the Workforce Innovation and Opportunity Act of 2015 and with all applicable federal regulations as these may pertain to this agreement. The Contractor further acknowledges that it will comply with all other applicable laws, orders and codes of the Federal, State and local governments as any of these may pertain to this agreement.

#2 Amendments to Applicable Law and Regulation

It will comply with any amendment to law, regulation or policy promulgated subsequent to the execution of this agreement. Any source document, law, regulation, rule or the equivalent which is referred to, attached hereto, or incorporated herein by reference shall be deemed to be amended or modified as required by any law, rule or regulation enacted subsequent to the execution of this agreement.

It further acknowledges the right of Southwest Alabama Partnership for Training and Employment to issue a change to this agreement to assure that it complies with any such amendments. If the Contractor is unable to comply with any such change issued by Southwest Alabama Partnership for Training (SWAPTE) and Employment it shall notify SWAPTE of its inability to so comply within ten (10) days of its receipt of the change.

#3 Entirety of Agreement

The Contract Signature Sheet, General Provisions, Special Provisions, Performance Standards, Budget and the Narrative Statement-of-Work sections form this agreement. This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral; provided, however, the warranty given by the Contractor, with respect to all representations, statements, writings and proposals, which form the basis for negotiations or considerations resulting in this agreement, shall remain valid and binding.

#4 Legal Authority to Enter this Agreement

It possesses the legal authority to enter this agreement; that the Contractor's governing body has, via a resolution, motion or similar official action, duly authorized its Signatory Official to bind the Contractor to the terms of this agreement and any subsequent changes thereto.

#5 Definitions

All terms used in this agreement shall have the meanings assigned thereto in the rules and regulations and such other Federal and State regulations, directives, policies and procedures as may be promulgated thereunder from time to time, or if not so defined, such terms shall have their ordinary meanings.

#6 **Independent Contractor**

Its entry to this agreement and performance of the work authorized hereunder does not change the independent status of the Contractor. No provision herein, or act of SWAPTE pursuant to this agreement, shall be construed as making the Contractor the agent, servant or employee of SWAPTE. Employees of the Contractor are not employees of Southwest Alabama Partnership for Training and Employment and are subject to the Contractor's supervision and control. The Contractor is solely responsible for its employee payroll and any claims arising therefrom.

#7 **Contingency**

It acknowledges and understands that all funding for its work and services under this agreement is contingent upon the continued availability of federal dollars to SWAPTE, and the continued federal authorization of activities. It understands, therefore, that this agreement is subject to change or termination due to lack of funds or a change in WIA authorization.

8 **Modifications to this Agreement**

It acknowledges that Southwest Alabama Partnership for Training and Employment or the Contractor may, from time to time, request modifications to various provisions of this agreement. Such modifications, which are mutually agreed upon by SWAPTE and the Contractor, must be incorporated as written modifications to this agreement and approved by all signatory authorities prior to implementation.

SWAPTE may make unilateral modifications to this agreement at any time so long as such modifications do not terminate this agreement. The Contractor shall comply with any unilateral modifications or otherwise notify the Southwest Alabama Partnership for Training and Employment in writing if it is unable to comply.

For any modification, any necessary alterations, additions or deletions to the written documents comprising the pages of this agreement shall be undertaken only by Southwest Alabama Partnership for Training and Employment.

#9 **Audits and Other Reviews**

It will comply with audit requirements for programs as promulgated by the United States Department of Labor and the Governor of Alabama, as expressed through the Alabama Department of Economic and Community Affairs (ADECA) *Audit Policy*. Pursuant to Act 94-414 of the Alabama Legislature. A copy of any **audit report** issued on the Contractor as a result of this agreement shall be forwarded by the Contractor to:

Department of Examiners of Public Accounts
P. O. Box 302251
Montgomery, AL 36130-2251
ATTN: Audit Report Repository

10 **Rights of Access**

It will give the Southwest Alabama Partnership for Training and Employment, The Governor of Alabama, the Comptroller General of the United States, the United States Department of Labor (including its Office of the Inspector General), or any of their authorized representatives, the right of access to its records, personnel and premises for the purposes of examinations, inspections, audits, monitoring, investigations, evaluations or other reviews in connection with activities pursuant to this agreement.

Access to records shall include the right to make excerpts, transcripts and photocopies, as appropriate, of any books, documents, papers, computer records or other records pertaining to this agreement. Access to personnel shall include making available **Contractor** personnel and/or participants for interviews and discussions related to this agreement. Access to premises shall include authority to inspect facilities or observe activities or to obtain access to records or personnel located at the **Contractor's** home office, branch office(s), training/services site(s) or other location where the purposes of this agreement are being advanced.

11 **Termination for Convenience**

It acknowledges the right of the Southwest Alabama Partnership for Training and Employment to terminate this agreement, in whole or in part, for the convenience of SWAPTE. Southwest Alabama Partnership for Training and Employment shall provide no less than thirty (30) calendar days advance written notice to the Contractor of the effective date of such a convenience termination. In the event of such a termination SWAPTE shall be liable for payment only for work or services performed by the Contractor to the satisfaction of SWAPTE prior to the effective date of termination, provided, however, that such services were performed in accordance with the provisions and authorizations of this agreement.

The parties to this agreement may agree to a mutual termination, whole or in part, when both agree that the continuation of this agreement would not produce beneficial results commensurate with the goals and objectives of this agreement. Such termination shall be effective when agreed to in writing by both parties.

12 **Termination for Cause/Default**

Should the Contractor default in the performance of any of its obligations under this agreement, as determined by Southwest Alabama Partnership for Training and Employment, SWAPTE may at its option take any or all of the following actions:

- a) Establish a corrective action plan to be agreed to by the Contractor and complied with within the time frame(s) established within said corrective action plan;
- b) Withhold payment for invoices properly submitted to SWAPTE until such time that a determination is made by SWAPTE on the acceptability of the Contractor's corrective action plan relative to the cause/default.
- c) Seek specific performance of this agreement under any other remedy that may be available at law, in equity, or under this agreement.
- d) Terminate this agreement immediately upon receipt of written notice by the Contractor for fraud, misrepresentation, criminal acts, misappropriation of funds, compliance with law, substantial breach of contract, violation of conflict-of-interest/program integrity codes, or failure to respond to a corrective action plan.
- e) Terminate this agreement when it has determined that the Contractor has, through any cause, failed to fulfill its obligations under this agreement; failed to comply with the provisions of this agreement; or failed to comply with any law or regulations applicable to this agreement.
- f) Disqualify the Contractor from the award of contracts under future procurement actions of SWAPTE for such period and under such conditions for requalification as may be determined by SWAPTE. Southwest Alabama Partnership for Training and Employment shall provide written notice to the Contractor of any termination under this provision, specifying an effective date of termination. In the event of termination SWAPTE shall be liable for payment only for work or services performed by the

Contractor to the satisfaction of SWAPTE prior to the effective date of termination, provided, however, that such work or services were performed in accordance with the provisions and authorizations of this agreement.

Notwithstanding the above, the Contractor shall not be relieved of liability for damages sustained by Southwest Alabama Partnership for Training and Employment, including costs and expenses of suit and reasonable attorney's fees, by virtue of the Contractor's breach of this agreement. SWAPTE may withhold payment for the purpose of offset until a determination is made of the amount of damages due SWAPTE.

13 Conflict of Interest

It will comply with regulations regarding any real or apparent Conflict of Interest in its performance under this agreement. Pursuant to regulations and other applicable administrative requirements, it further assures that it will maintain a written code of standards of conduct governing the performance of all persons engaged in the administration of this agreement.

14 Establishment and Retention of Records

It shall establish and maintain records of its activities pursuant to this agreement, including records regarding financial accounting, personnel, property and participant/applicant data. Such records shall be sufficient to permit preparation of required reports and to trace funds to a level of expenditure adequate to establish that funds have not been misused or misexpended in violation of applicable requirements.

It will retain all its financial, personnel and participant/applicant records--except for records of non-consumable personal property--for a period of six (6) years from the date of Mobile Work's final annual report to USDOL showing full expenditure of the program year funding allotment applicable to this agreement. It will retain any records regarding non-consumable personal property for a period of three (3) years from the date of the final disposition of said property. If any litigation, audit, investigation, claim or other action is initiated involving its records, it shall retain the records until a final resolution is established, or the six year period has elapsed, whichever is *later*.

15 Sectarian and Political Activities

No programs conducted pursuant to this agreement shall involve religious activities and participants shall not be employed on the construction, operation or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place of religious worship. No programs conducted pursuant to this agreement shall involve political activities and the Contractor's employees shall observe the provisions of the Hatch Act regarding partisan political activities.

16 Reports

It will submit all programmatic and financial reports as required by SWAPTE. It will abide by the reporting formats and schedules SWAPTE establishes. It further acknowledges the right of SWAPTE to modify reporting requirements from time to time during the life of this agreement

17 Acceptability

It is understood by both parties that the Southwest Alabama Partnership for Training and Employment or its designee shall: 1) be the determiner of whether the performance of the Contractor is satisfactory; 2) shall interpret all reports and decide the acceptability and/or progress of the work performed; 3) decide upon the amount, classification and quality of kinds of work to be performed and the amounts to be paid

under this agreement; 4) be the sole judge of the validity of claims, if any, made by the Contractor for payment, and that SWAPTE decisions will be final, conclusive and binding on the parties concerned.

18 Program Integrity

Its performance under this agreement shall be free from incidents of fraud, abuse or other criminal activity. Persons with knowledge or suspicion of such activities shall not be impeded or obstructed by the Contractor in reporting such activities pursuant to procedures established by the Secretary of Labor, the Governor or Southwest Alabama Partnership for Training and Employment.

19 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SWAPTE, Inc. the Counties of Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington and Wilcox, and their officers, agents employees and representatives from and against liability, claims, damages, losses, costs and expenses, including but not limited to attorney's fees, for or on account of any claims, suits, or damages of any character whatsoever, which result from injuries, actual or perceived, by or to any person or property, which are attributable in whole or in part to any negligent or willful act or omission of any officer, employee, agent or representative of the Contractor.

20 Disputes

It will attempt to resolve any disputes arising from this agreement by administrative processes or by negotiations in lieu of litigation, and further assures it will continue with diligent performance under this agreement during all disputes.

In connection with any dispute, the Contractor shall be afforded an opportunity to be heard and to present evidence in support of its position. Any dispute over a question of fact not resolved through informal means as cited in the preceding paragraph shall be decided by Southwest Alabama Partnership for Training and Employment. SWAPTE will render a written decision and furnish a copy to the Contractor, who shall then continue performance under this agreement in accordance with the decision of the Southwest Alabama Partnership for Training and Employment.

Nothing within this provision shall imply that the Contractor is prevented from pursuing an appeal of any SWAPTE decision in accordance with applicable policies and procedures.

21 Grievance Procedures

It will comply with the Grievance and Complaint procedures promulgated by the Southwest Alabama Partnership for Training and Employment pursuant to the requirements of Section 181[C] of .

22 Cost of Contract

The Contractor shall only use funds provided under this agreement for expenditures as authorized and detailed in the Budget Section of this agreement. Expenditures by the Contractor in excess of the amounts authorized in the Budget and/or Terms of Payment in this agreement will not be reimbursed by Southwest Alabama Partnership for Training and Employment. Unless otherwise specifically provided for elsewhere in this agreement, no funds provided under this agreement shall be used to pay for any costs or other obligations incurred by the Contractor outside of the beginning and ending dates of this agreement.

23 Cost Documentation

It shall submit expenditure reports and requests for reimbursement in accordance with the schedules and formats as specified by Southwest Alabama Partnership for Training and Employment. It shall submit copies of such expenditure documentation as SWAPTE may require, retaining the original documents in its records.

24 Repayment of Disallowed Payments

It shall repay any payments it may receive under this agreement when any such payments are determined by audit, or any other review, to be disallowed by reason of being unlawful, unauthorized, improper or otherwise not allowable due to misexpenditure or misapplication of funds. The Contractor shall repay any such disallowed payments in accordance with policies and procedures established by the Governor or Southwest Alabama Partnership for Training and Employment. It further acknowledges that SWAPTE has the right to withhold pending payments to the Contractor in order to recoup prior disallowed payments.

25 Reduction for Defective Cost of Pricing Data

If any price, including profit or fee, negotiated in connection with this agreement, or any cost reimbursable under this agreement was increased by any significant amount because a) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate and current as certified in its Certification of Current Cost or Pricing Data, b) an actual or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate and current as certified in its Certification of Current Cost or Pricing Data, or c) any of the parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and this agreement shall be modified to reflect the reduction.

If Southwest Alabama Partnership for Training and Employment determines that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

- a) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the cost/price would not have been modified even if complete, accurate and current cost or pricing data had been submitted.
- b) Southwest Alabama Partnership for Training and Employment should have known that the cost or pricing data at issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of SWAPTE.
- c) This agreement was based upon an understanding about its total cost and there was no understanding about the cost of each item procured under this agreement.
- d) The Contractor or subcontractor did not submit a Certification of Current Cost or Pricing Data.

26 Deobligation of Funds

It acknowledges the rights of the Southwest Alabama Partnership for Training and Employment to, at any time during the life of this agreement, remove from the total funds obligated to this agreement a proportional share of such funds as SWAPTE determines will remain unexpended upon the expiration of this agreement and such funds may be reallocated to other proper purposes by Southwest Alabama Partnership for Training and Employment. Any and all funds unexpended or otherwise unearned by the Contractor at the expiration or termination of this agreement shall revert to SWAPTE.

27 Suspension of Payments

It acknowledges that payments under this agreement may be suspended or otherwise held in abeyance should there be any questioned cost, disallowed cost, audit exception or other determination of any dollar amounts owed by the Contractor to Southwest Alabama Partnership for Training and Employment or the State or Federal Government that is not resolved in a reasonable and timely fashion.

28 Procurement and Property

It shall maintain written procedures for the procurement of supplies, materials, services or equipment pursuant to the authorizations within this agreement. It assures Southwest Alabama Partnership for Training and Employment that such procedures will be consistent with requirements as established by the Department of Labor, the Governor of Alabama and Southwest Alabama Partnership for Training and Employment. It shall comply with SWAPTE specifications, as may be outlined elsewhere within this agreement, regarding any procurement of non-consumable personal property having an acquisition cost of \$500 or more per unit, and a useful life of one year or more. It shall comply with all requirements regarding all property purchased with funds with respect to property control, management, inventory, maintenance, safeguarding and disposition.

The Contractor acknowledges that title/ownership of all property purchased under this agreement with funds rests with Southwest Alabama Partnership for Training and Employment. The Contractor has custody of such property only during the life of this agreement in order to carry out the activities this agreement authorizes. Upon termination of this agreement, the Contractor shall surrender to SWAPTE all property purchased under this agreement, including unconsumed supplies and materials, in accordance with SWAPTE instructions. Southwest Alabama Partnership for Training and Employment reserves the right to take custody of any property prior to the termination of this agreement if the property is no longer needed to fulfill the purposes of this agreement, or if the Contractor has used the property for unauthorized purposes.

29 Subcontracting and Assignments

None of the work or services the Contractor is obliged to perform under this agreement shall be subcontracted to any person or entity without prior written approval from Southwest Alabama Partnership for Training and Employment. In the event of approval, the Contractor shall assure by written contract that the subcontractor is bound by the applicable terms of this agreement and assumes toward the Contractor the same obligations and responsibilities the Contractor assumes toward Southwest Alabama Partnership for Training and Employment via this agreement. No subcontract shall impair the rights of SWAPTE with respect to the work or services to be performed by the Contractor under this agreement. A copy of any subcontract shall be provided to SWAPTE.

In any approved subcontracting, the Contractor shall not subcontract beyond the life of this agreement; nor shall it make any substitution of subcontracting persons or entities without additional prior approval from Southwest Alabama Partnership for Training and Employment.

The Contractor shall not assign any rights or interests in this agreement to any other party without prior approval from SWAPTE.

30 Environmental and Energy Efficiency Standards

If this agreement budget is \$100,000 or more, then the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to Section 306 of the Clean Air Act, Section 506 of the Clean Water Act and other applicable regulations of the Environmental Protection Agency (EPA). The Contractor shall comply with the mandatory standards and policies relating to energy efficiency as contained in the Energy Policy and Conservation Act, Public Law 94-163.

31 Labor Standards

In appropriate circumstances, it shall comply with all applicable standards, orders of regulations issued pursuant to the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland Anti-Kickback Act, the Immigration Reform and Naturalization Act and the Drug Free Workplace Act. It acknowledges that SWAPTE may include elsewhere within this agreement specific provisions with respect to the aforementioned standards, orders or regulations.

32 Conditions of Employment and Training

Conditions of employment and/or training pursuant to this agreement shall be appropriate and reasonable in the light of such factors as the type of work or training, the geographical region and the proficiency of the participants.

33 Safety and Health of Participants

It will comply with standards established by the Occupational Safety and Health Act of 1970 (OSHA), as amended, to the extent that OSHA standards applicable to the working conditions of employees shall be equally applicable to the working conditions of participants. Where participants may be engaged in activities not covered under OSHA, the Contractor assures no participant shall be required or permitted to work, be trained, or receive services in buildings, or surroundings, or under conditions which are unsanitary, hazardous or dangerous to a participant's health or safety.

34 Selection of Participants

It has final responsibility for the selection of participant to be enrolled in the program funded by this agreement from among individuals certified by the Southwest Alabama Partnership for Training and Employment, or its designee, to be eligible in accord with eligibility criteria. The Contractor acknowledges that intentional noncompliance with this provision on its part will result in disallowed costs to this agreement which shall be borne by the Contractor.

35 Patents, Copyrights and Rights to Data

It acknowledges and understands that matters regarding the rights to any inventions and materials generated under this agreement are subject to the requirements of the Office of Management and Budget, the Department of Labor and the patent and copyright laws of the United States.

Subject to the above cited requirements, the Contractor further acknowledges that any and all products or materials generated pursuant to this agreement (whether in the form of reports, analyses, interviews, raw data, records, research findings, camera products, working papers or other items) are the property of SWAPTE and shall not be used by any other entity for any other purpose(s) unless authorized in writing by SWAPTE. Upon demand by the Southwest Alabama Partnership for Training and Employment, the Contractor shall convey title and possession of all aforementioned items to SWAPTE.

Unless otherwise provided for herein, if any copyrightable material is developed pursuant to this agreement, the author or Contractor is free to copyright the material. However, it shall be understood that SWAPTE and/or the Department of Labor shall have a royalty-free, nonexclusive and irrevocable right to reproduce, publish and/or otherwise use, and authorize others to use, the material for Government purposes.

36 Debarment and Suspension

It certifies, by signing this agreement, that neither it nor its principals are presently debarred, suspended, declared ineligible, voluntarily excluded or otherwise excluded from participation in this transaction by an act of any Federal Department or Agency. It further assures that it will comply with applicable provisions of the Debarment and Suspension regulations issued pursuant to the President's Executive Order # 12549, as amended, in connection with any subcontract(s) that may be authorized under this agreement.

37 Lobbying Activities

It will comply with applicable requirements concerning lobbying activities, in that federal WIOA funds shall not be used to lobby a Federal Department or Agency or the Congress. Further, that if the Contractor uses funds other than federal WIO funds to pursue any lobbying activities in connection with this agreement it shall disclose such activities to the Southwest Alabama Partnership for Training and Employment in accordance with applicable WIOA disclosure requirements.

38 Nondiscrimination and Equal Opportunity

It will fully comply with the nondiscrimination and equal opportunity provisions applicable to this - funded agreement; including but not limited to: Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; the Americans With Disabilities Act of 1990, as amended; Equal Employment Opportunity requirements pursuant to the President's Executive Order 11246, as amended; and all other regulations implementing the laws cited within this paragraph. The Contractor acknowledges that the United States has the right to seek judicial enforcement of this assurance.

39 Funds Not to Supplant Other Funds

The funds authorized under this agreement shall be used only to pay for activities and services that are in addition to those which would otherwise be available in the area in the absence of funding.

40 Beneficiaries of Expenditures Under This Agreement

Funds provided under this agreement shall only be expended by the Contractor in order to provide benefits to participants being trained and/or otherwise receiving services *only during the specified life of this agreement*. No funds authorized herein shall be expended to purchase goods or services intended for consumption or delivery after the termination/completion date of this agreement.

41 Acknowledgment of Funding Source

With respect to any public statements or other publicity which may occur, it shall acknowledge that its activities pursuant to this agreement are made possible by federal funding. The Contractor further agrees that the manner and form of such acknowledgment(s) may be specified by the Department of Labor, the Governor of Alabama or SWAPTE, and it shall abide by any such specifications.

42 **Insurance**

It will follow its normal insurance procedures, except as otherwise indicated by administrative requirements promulgated pursuant to law and regulation. It acknowledges that, unless otherwise provided for elsewhere within this agreement, it will assure that participants are covered by Worker's Compensation or other equivalent medical and accident insurance.

43 **Conduct of Business**

The Contractor shall obtain and maintain in force and effect during the term of this agreement any and all licenses, accreditations and approvals required by any duly authorized regulatory authority for the conduct of the services to be provided under this agreement.

44 **Venue**

Both the Contractor and SWAPTE agree that any legal action brought as a result of alleged breach of contract shall be brought in Mobile County in the State of Alabama.

45 **Warranty**

The Contractor warrants to SWAPTE that all representations, statements, writing and proposals which form the basis for negotiations and considerations resulting in this agreement are true and correct to the Contractor's best knowledge and belief.

46 **Representation**

By executing this agreement, the Contractor represents that it has read and understood the provisions contained herein.

47 **Successors**

The Contractor and the Southwest Alabama Partnership for Training and Employment each binds itself, its successors and legal representatives to the other party hereto with respect to all covenants, provisions, agreements and obligations contained within this agreement.

Section B...SPECIAL PROVISIONS

The parties hereto agree to abide by the following SPECIAL PROVISIONS:

1. Reporting Requirements:

Pursuant to items #1, #10 & #16 of the General Provisions, the **CONTRACTOR** shall comply with administrative standards and reporting requirements as outlined within the pages of this agreement.

2. Grievance Procedures:

Pursuant to item #21 of the General Provisions, the **CONTRACTOR** shall observe and comply with the WIOA Grievance Procedures promulgated by **SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT**, and included within this section.

3. Authorized Representative:

Pursuant to item #8 of the General Provisions, the **CONTRACTOR** represents that its authorized representative is: **Kimberly Harrison, WIOA Youth Program Coordinator.**

4. Renewal/Extension Options:

SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT reserves the right to extend/renew its initial contract for services for up to 12 additional months. The **CONTRACTOR** acknowledges that the decision to extend/renew services will be based on **SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT** determination of:

- The availability of WIOA funds
- The continued need for the particular service
- Satisfactory performance by the service provider during the initial period
- Negotiation of a satisfactory budget for the renewal/extension period

5. Pre-agreement Costs:

Any costs incurred by the **CONTRACTOR** associated with the planning and development of this Youth Project, which may be incurred prior to the effective date of this agreement, are hereby deemed to be unallowable.

**Southwest Alabama Partnership for Training and Employment (SWAPTE)
Workforce Innovation and Opportunity Act (WIOA)
GRIEVANCE PROCEDURES**

SCOPE and PURPOSE.....

These procedures are established for resolving complaints and grievances arising in connection with programs operated by Southwest Alabama Partnership for Training and Employment and its sub-contractors. Any Southwest Alabama Partnership for Training and Employment applicant, participant, employee, applicant for employment, subcontractor or other interested person may utilize these procedures.

These procedures are not applicable to criminal complaints or to WIOA staff complaints related to terms and conditions of employment. All information and complaints of fraud, abuse, or criminal activity (criminal complaints) shall be reported in accordance with the Governor's Incident Report Procedures. Sub-contractor staff complaints related to terms and conditions of employment shall be resolved in accordance with the sub-contractor's personnel grievance procedures.

GENERAL PROVISIONS.....

I. WHERE TO FILE

Complaints, except those alleging discrimination, must be filed with SWAPTE within one year of the alleged act at the following address:

Southwest Alabama Partnership for Training and Employment
515 Springhill Plaza Court
Mobile, AL 36608

Discrimination complaints must be filed with either the Department of Labor Civil Rights Center or the Workforce Development Division EO Officer, at the address in Section V, within 180 days of the alleged violation, unless the time for filing is extended by the Secretary of Labor for good cause shown.

Complaints by SWAPTE participants, which relate to terms and conditions of employment, shall be filed initially with the employer. The Southwest Alabama Partnership for Training and Employment upon request shall review decisions rendered by the employer regarding the Southwest Alabama Partnership for Training and Employment participant. In the absence of an employer's grievance procedures, the Southwest Alabama Partnership for Training and Employment participant may file the complaint with Southwest Alabama Partnership for Training and Employment at the address in Section I.

Complaints alleging labor standards violations may be filed with Southwest Alabama Partnership for Training and Employment at the address in Section I, or as an alternative, may be submitted to a binding arbitration procedure, if a collective bargaining agreement covering the parties to the grievance so provides.

If an election is made to have labor standards violations processed under binding arbitration provisions, the complainant shall choose binding arbitration before, and in lieu of filing the complaint with Southwest Alabama Partnership for Training and Employment. Binding arbitration may not be elected for a complaint that has been processed or is currently being processed under SWAPTE grievance procedures. Binding arbitration decisions are not review-able by the Secretary of Labor.

II. COMPLAINT FORM

Any person wishing to utilize the SWAPTE grievance procedures may do so by contacting Southwest Alabama Partnership for Training and Employment Executive Secretary at 432-0909 Extension 121. A complaint form will be made available for completion. Southwest Alabama Partnership for Training and Employment will accept written complaints which shall include the complainant's (1) name, address and telephone number; (2) name and address of the person/agency against whom/which the complaint is filed; (3) brief statement of the complaint including specific violations of WIOA if known; and (4) signature and date.

III. REVIEW PROCESS

Upon receipt by SWAPTE of a written complaint, a review will be done to ascertain the facts and attempt informal resolution. If informal resolution fails, the complainant will be provided:

- A. A hearing within sixty (60) days of the complaint;
- B. Written notice of the date, time and place of the hearing;
- C. An opportunity to present evidence;
- D. A written decision within sixty (60) days of filing the complaint; and
- E. Notice of appeal rights.

IV. APPEALS

If either party to this complaint receives an unsatisfactory decision or no decision is issued by Southwest Alabama Partnership for Training and Employment within sixty (60) days of filing the complaint either party may appeal to the Director, Workforce Development Division, Alabama Department of Economic & Community Affairs, 401 Adams Avenue, P. O. Box 5690, Montgomery, Alabama 36103-5690. The appeal for review shall be in writing and shall be filed within ten (10) days of an unsatisfactory decision or fifteen (15) days from the date a decision should have been rendered.

V. FOR COMPLAINTS OF DISCRIMINATION BASED ON RACE, COLOR, NATIONAL ORIGIN, DISABILITY, SEX, AGE, RELIGION, POLITICAL BELIEFS, AND FOR BENEFICIARIES ONLY, CITIZENSHIP, OR SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT PARTICIPATION

Complainant may obtain a Complaint Form from SWAPTE and submit it within 180 days of the alleged violation or submit a letter to either of the following addresses:

Director
U.S. Department of Labor
Civil Rights Center
200 Constitution Avenue N.W.,
Room N-4123
Washington, D.C. 20210

Or

EO Officer
Alabama Department of Commerce
Workforce Development Division
401 Adams Avenue
P.O. Box 304106
Montgomery, Alabama 36130-4106

VI. RECORD KEEPING

A complaint log and files shall be maintained by SWAPTE which will include:

- A. The name and address of the aggrieved or complainant.
- B. A brief statement of the alleged violation.
- C. Date filed
- D. Brief statement of the decision with the date of the final decision.

The log and file shall be maintained for a period of not less than three (3) years. Information on complaints and all actions taken shall be kept confidential except as is necessary to ensure a fair determination.

VII. PROHIBITION AGAINST RETALIATION

It shall be the policy of SWAPTE that no person who files a complaint, institutes or causes to be instituted any proceeding, or testifies in any investigation under or related to WIOA shall be discharged, discriminated against, or denied any benefits because of such complaint. This policy is applicable to all SWAPTE sub-contractors.

XI. CORRECTIVE ACTIONS AND SANCTIONS.....

Where a monitoring review or complaint investigation results in a finding of non-compliance with the nondiscrimination and equal opportunity provisions of WIOA, SWAPTE shall require the sub-recipient to take appropriate corrective actions within a specified time frame to secure compliance. Such actions will include, but not be limited to:

- A. Actions to end and/or redress the violation;
- B. Actions to provide those benefits and/or services that were determined to be discriminatorily denied including, but not limited to, enrollment, reinstatement and/or monetary relief, as appropriate; and
- C. Actions to take any other remedial or affirmative action deemed appropriate to ensure equal opportunity.

If a sub-recipient fails to take corrective actions as directed, a hearing will be scheduled for the sub-recipient to show cause why funding should not be terminated. The hearing will be conducted in accordance with established WIOA Grievance Procedures.

REPORTING REQUIREMENTS Pursuant to Special Provision #1

The **CONTRACTOR** hereby agrees that it will comply with the following administrative standards and reporting requirements as these may pertain to this agreement:

- 1) All applicable Governor's Employment and Training Directives (GETD) that may be promulgated through the offices of the Workforce Development Division (WDD) of the Alabama Department of Commerce.
- 2) The Alabama Technical Assistance Guide for Workforce Innovation and Opportunity Act
- 3) The Statewide WIOA Fiscal Procedures Manual
- 4) The Statewide WIOA Procurement Standards
- 5) The Statewide WIOA Glossary of Terms
- 6) OTHER(S):

Further, in instances where, from time to time, any of the above cited standards may be changed during the life of this agreement by its issuing authority(ies) through revisions or supersessions, the **CONTRACTOR** agrees that it shall comply with any and all such changes as they may pertain to this agreement.

The **CONTRACTOR** agrees that it shall comply with reporting formats, policies, procedures, and schedules promulgated by the **Southwest Alabama Partnership for Training and Employment** pertaining to:

- a) WIOA Applicant/Participant Information and Reporting
- b) WIOA Financial Management Information and Reporting
- c) WIOA Program/Project Management Information and Reporting

The **CONTRACTOR** further acknowledges the right of the **Southwest Alabama Partnership for Training and Employment** to, from time to time, promulgate revised and/or additional reporting standards, and agrees to comply with any such revised or added reporting standards.

Performance Schedule – Service to Participants
Reid State Technical College

This project is designed to serve up to 35 WIOA eligible Youth participants in accordance with the *Target* and *Entry* criteria included in the Statement of Work section of this agreement.

Enrollments into this project shall not exceed 35 without explicit prior approval from the Southwest Alabama Partnership for Training and Employment.

Enrollment and eligibility determination of participants will begin on or about July 1st, 2019. See the detail provided in the statement of work section of this contract for program schedule. No program activity will occur after June 30, 2020.

Performance Goals 2019-2020

The **CONTRACTOR** and **Southwest Alabama Partnership for Training and Employment** agree that the following goals and objectives for WIOA Youth outcomes constitute the minimum acceptable performance standards for the success of this activity:

WIOA YOUTH COMMON MEASURES:

| | |
|--|-------|
| Employment Rate 2 nd Qtr. after Exit | 58.7% |
| Employment Rate 4th Qtr. after Exit | 67% |
| Credential Attainment within 4 Quarters after exit | 39.3% |

The **CONTRACTOR** agrees to comply with guidelines provided for outcome measurement and data collection relating to these Performance Levels in compliance with the Performance Accountability System, and to provide documentation consistent with these guidelines to **Southwest Alabama Partnership for Training and Employment** as requested.

The **CONTRACTOR** acknowledges that changes to these outcomes may occur during the contract period. In the event such changes are required, Southwest Alabama Partnership for Training and Employment will provide the revised goals to the **CONTRACTOR** via a contract modification. At that time the **CONTRACTOR** will be allowed to revise their implementation plan if needed to enhance the probability for success.

OBLIGATION TO PERFORM

The parties hereto agree that this SECTION C establishes certain Performance Standards for the **CONTRACTOR's** activities pursuant to its work to be performed under this agreement. Specifically, this section contains schedules, goals and objectives related to the **CONTRACTOR's** provision of services(s) to Applicants/Participants in this WIOA program/project, and the **CONTRACTOR's** achievement of certain expected outcomes, at specified levels, with regard to WIOA Applicant/Participants it shall serve pursuant to this agreement.

Pursuant to item #17 of the General Provisions, the **CONTRACTOR** acknowledges and agrees that its performance in a manner satisfactory to the **Southwest Alabama Partnership for Training and Employment (SWAPTE)** is essential to the continued life of this agreement. The **CONTRACTOR** assures that it shall perform with due diligence to uphold and adhere to the expressed terms and conditions within this agreement.

The **CONTRACTOR** acknowledges and understands that, during the life of this agreement, **SWAPTE** may at some point(s) in time deem the **CONTRACTOR's** performance to be unsatisfactory due to circumstances, which include, but may not be limited to:

- a) **CONTRACTOR's** failure to adhere to performance schedules within established parameters or to achieve established performance outcomes, goals, and objectives.
- b) **CONTRACTOR's** failure to perform according to the terms and conditions as expressed within this agreement, either technical or financial or both.

In the event of a determination of unsatisfactory performance by the **Southwest Alabama Partnership for Training and Employment**, the parties hereto acknowledge that **SWAPTE** may act in its own best interests to seek corrective actions(s) from the **CONTRACTOR** and/or limit the damages that may be sustained by the **Southwest Alabama Partnership for Training and Employment** as a result of the **CONTRACTOR's** unsatisfactory performance. Such acts by **SWAPTE** include, but may not be limited to:

- 1) Requiring the **CONTRACTOR** to develop and implement specific corrective action(s) within specified time frames.
- 2) Withholding of payments to the **CONTRACTOR** until progress toward satisfactory performance is evident.
- 3) Requiring additional reporting, prior approvals, or designating the **CONTRACTOR** as "high risk".
- 4) Disallowing inappropriate and/or unauthorized claims for payment from the **CONTRACTOR**.
- 5) Deobligation of funds from the budget of this agreement.
- 6) Issuing a unilateral change order(s) to this agreement.
- 7) Issuing a Stop Work order.
- 8) Terminating this agreement.

PARTICIPANT REFERRAL AND SELECTION

The **CONTRACTOR** acknowledges that the WIOA participants it is to serve will come into this project in accordance with these guidelines.

- A. The **CONTRACTOR** is responsible for outreach and recruitment to identify WIOA Youth Program eligible individuals appropriate for this project in accordance with its Target and Entry criteria in the manner explained in the statement of work. It will work closely with **Southwest Alabama Partnership for Training and Employment** staff in this endeavor.
- B. The **CONTRACTOR** acknowledges that **Southwest Alabama Partnership for Training and Employment** is the eligibility determination services provider for this program. The **CONTRACTOR** assures that it will cooperate in good faith with **Southwest Alabama Partnership for Training and Employment** staff with regard to the scheduling of eligibility determination and certification appointments for the individuals the **CONTRACTOR** selects for this project.
- C. The **CONTRACTOR** is responsible for the conduct of an appropriate Assessment of each project participant and the development of an appropriate Individual Service Strategy for each project Participant. Assessments and Service Strategies must be conducted and formatted in accordance with applicable WIOA requirements.
- D. The **CONTRACTOR** has the final responsibility for providing the training and services authorized in this agreement's Statement on Work and for assuring successful participant outcomes pursuant to the Performance Standards in this agreement.

TERMS OF PAYMENT

The parties agree to the following:

A. Pursuant to the Payment Methodology on the Budget Summary page, in consideration for the work to be performed by the **Contractor, Southwest Alabama Partnership for Training and Employment** will reimburse the **Contractor** the lesser of:

- 1) The actual cost of delivering this program in accordance with the expenditure authorizations in each line item and cost category within this Budget; ...OR...
- 2) The maximum dollar amount that has been authorized for the delivery of this budget program in accordance with the line items and cost categories within this Budget.

The **Contractor** understands and acknowledges that it may receive the full amount authorized within this budget only if it reports fully expending all funds authorized under every line item and cost category for the delivery of this program.

The **Contractor** shall only be reimbursed for expenditures that are:

- authorized under the terms of this agreement;
- necessary and reasonable to carry out the program;
- allowable costs in accord with WIOA guidelines
- allocated to the appropriate WIOA cost category based upon benefits received, and;
- established in accordance with Generally Accepted Accounting Principles.

The expenditures and activities of the **Contractor** pursuant to this agreement shall be subject to detailed financial and compliance audit and /or other review or oversight as provided for in the General and Special Provisions. Accordingly, the **Contractor** acknowledges and agrees that it shall repay to the **Southwest Alabama Partnership for Training and Employment** any reimbursement(s) that it receives hereunder that may subsequently be cited as disallowed costs by an audit and or other review or oversight.

During the life of this agreement the **Contractor** shall adhere to the individual budget line item maximums authorized within this section. Expenditure reports and requests for reimbursement from the **Contractor** that indicate any over expenditure(s) of any line item will not be processed by the **Southwest Alabama Partnership for Training and Employment** but instead will be returned to the **Contractor** with instructions that the **Contractor** must request a budget amendment in accordance with the *Changes to Contract* clause in the General Provisions. Over expenditures of up to 10% total during a contract period in non-salary line items will be allowed without prior approval. In the event such an overage is incurred, a letter should be sent to the **Southwest Alabama Partnership for Training and Employment** indicating the line item that the **Contractor** is reducing to offset such an overage.

To allow for some budget flexibility following the termination/completion of this agreement, the **Contractor's** final Expenditure Report and Request for Reimbursement may indicate expenditures in excess of authorized maximums of some individual budget line items within a given cost category *provided* these excesses are *offset* by corresponding under expenditures in other individual budget line items *within the same cost category*.

This flexibility is limited to an allowable over expenditure of **no more than ten (10%) percent** of the amount authorized in any line item. Cost Category maximums may only be waived with written approval by Southwest Alabama Partnership for Training and Employment. Unexpended funds in one WIOA cost category must be available within the original budget to offset over expenditure in any other WIOA cost category.

The **Contractor** shall establish and maintain documentary evidence of costs incurred under this agreement in accordance with applicable WIOA administrative and financial standards as referenced in the General and Special Provisions. Such evidence includes but may not be limited to: canceled checks, bank statements, purchase orders, material receipts, invoices, vouchers, leases, subcontracts, payroll records, records of accounts payable and receivable, ledgers, journals, other books of accounts and other evidence of costs incurred.

The **Contractor**, is required to submit facsimile copies of its documentary evidence of costs incurred to the **Southwest Alabama Partnership for Training and Employment** as an attachment to its expenditure Reports and Requests for Reimbursement. The **Contractor** should refer to Section D, Attachment A for further details regarding documentation of costs.

The **Contractor** shall submit Expenditure Reports and Requests for Reimbursement on at least a monthly basis in accordance with schedules and report/request formats as stipulated by the **Southwest Alabama Partnership for Training and Employment** pursuant to applicable WIOA administrative and financial standards.

Unless otherwise authorized in writing by the **Southwest Alabama Partnership for Training and Employment** the **Contractor** shall submit its FINAL Expenditure Report and Request for Reimbursement, along with any other required contract closeout documents to the **Southwest Alabama Partnership for Training and Employment** no later than thirty (30) calendar days following the termination/completion date of this agreement. The final submission must be accompanied by a check payable to the **Southwest Alabama Partnership for Training and Employment** for the full amount of any WIOA funds that may have been received by the **Contractor** but for which there have been no authorized expenditures reported.

SECTION D – ATTACHMENT A

Personnel

1. Salaries must be accompanied by a signed time sheet. Allocated expenses for staff members must include a signed timesheet indicating the hours worked. We also must be provided with the individual's total salary, not just the amount charged under WIOA. We will not approve wage reimbursement requests unless accompanied by a signed time sheet indicating the number of hours spent on WIOA activities, regardless of whether or not the position is funded 100% by WIOA.
2. Payroll services - space utilization is not appropriate method for applying cost of the payroll, fringes or fees.

Travel

1. This category should be reserved for staff travel line item reporting. Participant travel costs should be budgeted with "Other direct costs" and listed as "Participant Supportive Services."
2. Requisition for travel reimbursement must show destination and purpose of the trip. It should indicate locations of start and end location. (Some individuals may be leaving from their homes and that could potentially add 40-50 miles to the trip - remember, we are documenting for the purpose of explaining to someone what occurred in the past. When an auditor or monitor picks this up a year from now, they should be able to see the story of what occurred - "paper trail" - should not be relying on individual's to remember this at a later date or expect the auditor to guess).

Facility Costs

1. Copy of Lease must be provided
2. Cost allocation plan must be provided if you do not have an indirect cost rate.

Other Direct Costs

1. For childcare, a sign in/out log must be provided if requesting reimbursement for childcare expenses.
2. Bus Passes should be billed as "Other Direct Costs- Participant Support"; you will need to provide a log with the signatures of participants who were issued passes.
3. GED tests cannot be billed in advance. You must submit documentation that substantiates that the individual took the test in order for the expense to be submitted for reimbursement.

SECTION D – ATTACHMENT A

4. If a field trip is taken, the trip details must be provided. Movie costs are viewed as entertainment costs by DOL and deemed unallowable.
5. If it is an incentive, you must provide an incentive log that shows what the individual accomplished to earn the incentive. Internships should not be billed under “Staff Salaries”. They should be billed as “Internships” under “Other Direct Costs” (include wage and tax data cumulative).

Contractual

1. What Procurement process used? Is there anything to document? I.e. copy of surveys or responses or evaluation report? Should have something to substantiate activity.
2. For all consultant or contractors being reimbursed under WIOA, we must have a copy of the consultant’s contract, reports, etc. An invoice from the consultant will no longer be sufficient

Office Supplies

1. If calendars, computers, tablets, printers are ordered, we must know to whom the items were assigned.
2. Office supplies utilized for participants must be separated from operation supplies when cash requests are submitted. All participant cost should be listed under “Other Direct Costs”.
3. We will no longer be approving the reimbursement of supply invoices dated after April 30.

Internal Procedures

1. All invoice receipts should be approved for payment by the supervisor and the date paid, check number and amount paid should be visible on the documentation.
2. We will not reimburse for late fees. If you submit an invoice with a “past” due notice including a prior amount being unpaid, we must be provided with documentation that the invoice has been paid.
3. Requests for reimbursements must be received on a monthly basis.
4. Audit reports must be provided to Mobile Works on an annual basis.

SECTION D – ATTACHMENT A

The following methods should be utilized when charging costs to WIOA:

| Elements of Cost | Valuation Method |
|----------------------------------|--|
| | |
| Salaries and wages | Actual hours worked |
| Fringes | Actual amount applicable to employee |
| Contractual | Actual usage |
| Other Direct Costs | Actual usage |
| Incentives, Stipends | Actual usage |
| GED Tests | Actual usage |
| Bus Passes/Gas Vouchers | Actual usage |
| Travel | Actual usage-separate staff travel from participants |
| Contracts-program related | Actual usage-must provide contract and deliverables |
| Supplies | Actual usage-Separate operations from participants |
| Communications | Actual usage |
| Equipment rental | Actual usage |
| Copy Use | Actual usage |
| Computer repairs and maintenance | Actual Usage-Only applicable to computers used by WIOA activities |
| Phone | Actual usage |
| Facility Costs | Allocated-WIOA Program space square footage divided by total building square footage |
| Rent | Allocated, however; You cannot charge rent to the WIOA program if you own the building. You are only allowed to charge allocated depreciation expense based on square footage. If you are in a rent free building, you cannot charge rent to WIOA. We must have a current copy of the lease on file. |
| Pest Control | Actual Usage-Only applicable to space utilized by WIOA |
| Security | Actual Usage-Only applicable to space used by WIOA activities |
| Utilities | Allocated based on square footage |

NOTE: Types of costs mentioned in this attachment can only be charged if they were part of your approved budget.

**BUDGET SECTION
COVER SHEET**

SUBRECIPIENT'S NAME AND ADDRESS:

Reid State Technical College

100 HWY 83/PO Box 588

Evergreen, AL 36401

AGREEMENT NO: _____

MODIFICATION NO: _____

(if applicable)

FEDERAL ID NO: 630510731

NAME/ADDRESS OF FISCAL AGENT (IF DIFFERENT)

BEGINNING DATE: 7/1/2019

ENDING DATE: 6/30/2020

MOD. EFFECTIVE DATE na

| | <u>Amount Approved</u> | <u>Adjustment</u> | | <u>Revised Amount</u> |
|-----------------------|------------------------|-------------------|-----------------|-----------------------|
| | | <u>Increase</u> | <u>Decrease</u> | |
| Administration | \$ - | | | \$ - |
| Program | \$ 197,024.39 | | | \$ 197,024.39 |
| Rapid Response | | | | \$ - |
| Other: _____ | | | | \$ - |
| Other: _____ | | | | \$ - |
| Other: _____ | | | | \$ - |
| Other: _____ | | | | \$ - |
| TOTAL CONTRACT | \$ 197,024.39 | \$ - | \$ - | \$ 197,024.39 |

BUDGET

Agreement/Project No. _____

(Indicate as appropriate)

Modification No.: 0
(If applicable)Program XX
Rapid Response _____
Other Cost Category _____

| B. | Program Costs (Items 1-14) | AMOUNT APPROVED | ADJUSTMENT | | REVISED AMOUNT |
|-------|--|--------------------|------------|----------|-------------------|
| | | | INCREASE | DECREASE | |
| B.1. | TOTAL SALARIES: | \$ 87,065.93 | | | \$ 87,065.93 |
| B.2. | Total Staff Fringe Benefits (Indicate the ____% of salaries per itemized list on the backup) | \$ 38,188.06 | \$ | \$ | \$ 38,188.06 |
| B.3. | Staff Travel (Itemize on backup) | | | | |
| | In-State | 17,330.40 | | | 17,330.40 |
| | Out-of-State | 1,740.00 | | | 1,740.00 |
| | TOTAL TRAVEL | \$ 19,070.40 | \$ | \$ | \$ 19,070.40 |
| B.4. | Facilities (Include rent, utilities, maint. for rental space and show cost per square ft. on backup) | \$ - | \$ | \$ | \$ - |
| B.5. | Communications (telephone, internet, etc.) | \$ - | \$ | \$ | \$ - |
| B.6. | Office Supplies (include postage, software, desktop supplies, etc.) | \$ 5,000.00 | \$ | \$ | \$ 5,000.00 |
| B.7. | Books & Training/Teaching Aids | \$ 2,000.00 | \$ | \$ | \$ 2,000.00 |
| B.8. | Equipment (Itemize on backup) | \$ 3,000.00 | \$ | \$ | \$ 3,000.00 |
| B.9. | Other: (Itemize on backup) | \$ 12,500.00 | \$ | \$ | \$ 12,500.00 |
| B.10. | Payment of ITA's | \$ 13,800.00 | \$ | \$ | \$ 13,800.00 |
| B.11. | Work Base Learning (Only) | \$ | \$ | \$ | \$ - |
| B.12. | Work Experience Wages | \$ | \$ | \$ | \$ - |
| B.13. | Work Experience FICA | \$ | \$ | \$ | \$ - |
| B.14. | TOTAL SUPPORTIVE SERVICES (Itemize on backup) | \$ 16,400.00 | \$ | \$ | \$ 16,400.00 |
| B.15. | TOTAL DIRECT COSTS | \$ 197,024.39 | \$ | \$ - | \$ 197,024.39 |
| B.16. | TOTAL INDIRECT COSTS | \$ | \$ | \$ | \$ - |
| B.17. | TOTAL COSTS | \$ 197,024.39 | \$ - | \$ - | \$ 197,024.39 |

**BUDGET SECTION
COVER SHEET**

SUBRECIPIENT'S NAME AND ADDRESS:

Reid State Technical College

100 HWY 83/PO Box 588

Evergreen, AL 36401

AGREEMENT NO: _____

MODIFICATION NO: _____

(if applicable)

FEDERAL ID NO: 630510731

NAME/ADDRESS OF FISCAL AGENT (IF DIFFERENT)

BEGINNING DATE: 7/1/2019

ENDING DATE: 6/30/2020

MOD. EFFECTIVE DATE na

| | <u>Amount Approved</u> | <u>Adjustment</u> | | <u>Revised Amount</u> |
|-----------------------|------------------------|-------------------|-----------------|-----------------------|
| | | <u>Increase</u> | <u>Decrease</u> | |
| Administration | \$ - | | | \$ - |
| Program | \$ 82,794.45 | | | \$ 82,794.45 |
| Rapid Response | | | | \$ - |
| Other: _____ | | | | \$ - |
| Other: _____ | | | | \$ - |
| Other: _____ | | | | \$ - |
| Other: _____ | | | | \$ - |
| TOTAL CONTRACT | \$ 82,794.45 | \$ - | \$ - | \$ 82,794.45 |

BUDGET BACKUP

Program Budget

Agreement/Project No: _____

Modification No.: _____

COST CATEGORY: AdministrationProgram Costs X

Rapid Response _____

| Line Item No: | B.1 Salaries | AMOUNT APPROVED | ADJUSTMENT INCREASE | ADJUSTMENT DECREASE | REVISED AMOUNT |
|--|--------------|--------------------|------------------------|------------------------|-------------------|
| Program Coordinator | | 30,186.00 | | | 30,186.00 |
| \$19.35/hour x 30hrs/week x 52 weeks | | | | | |
| Case Manager 1 | | 26,832.00 | | | 26,832.00 |
| \$17.20/hour x 30hrs/week x 52 weeks | | | | | |
| Case Manager 2 | | 20,280.00 | | | 20,280.00 |
| \$13.00/hour x 30hrs/ week x 52 weeks | | | | | |
| Part-Time Clerical assistant | | 9,767.93 | | | 9,767.93 |
| \$9.98/hour x 21.75hrs/week x 45 weeks | | | | | |
| SALARY TOTALS | | 87,065.93 | - | - | 87,065.93 |

| Line Item No: | B2. Fringe Benefits | AMOUNT APPROVED | ADJUSTMENT INCREASE | ADJUSTMENT DECREASE | REVISED AMOUNT |
|--|---------------------|--------------------|------------------------|------------------------|-------------------|
| FICA 7.65% of salaries for all staff | | 4,995.41 | | | 4,995.41 |
| Health Ins 800.00/mo for full-time staff | | 21,600.00 | | | 21,600.00 |
| Health Ins 400.00/mo for part-time staff | | 3,600.00 | | | 3,600.00 |
| Retirement 12.24% for all staff | | 7,992.65 | | | 7,992.65 |
| HEALTH AND RETIREMENT TOTALS | | 38,188.06 | - | - | 38,188.06 |

Totals: 75% for all staff dedicated to program budget

| Line Item No: | B3. Travel | AMOUNT APPROVED | ADJUSTMENT INCREASE | ADJUSTMENT DECREASE | REVISED AMOUNT |
|--|------------|--------------------|------------------------|------------------------|-------------------|
| In-state Travel (0.58/mile x 29,880 miles) | | 17,330.40 | | | 17,330.40 |
| Out-of State Travel (0.58/mile x3,000 miles) | | 1,740.00 | | | 1,740.00 |
| TRAVEL TOTALS | | 19,070.40 | - | - | 19,070.40 |

| Line Item No: | B6. Office Supplies | AMOUNT APPROVED | ADJUSTMENT INCREASE | ADJUSTMENT DECREASE | REVISED AMOUNT |
|------------------|---------------------|--------------------|------------------------|------------------------|-------------------|
| General supplies | | 5,000.00 | | | 5,000.00 |

| Line Item No: | B10. ITAs | AMOUNT APPROVED | ADJUSTMENT INCREASE | ADJUSTMENT DECREASE | REVISED AMOUNT |
|---------------------------|-----------|--------------------|------------------------|------------------------|-------------------|
| Forklift, CNA, MOS, Misc. | | 13,800.00 | - | | 13,800.00 |

Certification Fees are based on 35 students

BUDGET

Agreement/Project No. _____

(Indicate as appropriate)

Modification No.: _____
(if applicable)Program XX
Rapid Response _____
Other Cost Category _____

| B. | Program Costs (Items 1-14) | AMOUNT APPROVED | ADJUSTMENT | | REVISED AMOUNT |
|-------|--|--------------------|------------|----------|-------------------|
| | | | INCREASE | DECREASE | |
| B.1. | TOTAL SALARIES: | \$ 29,021.98 | | | \$ 29,021.98 |
| B.2. | Total Staff Fringe Benefits (Indicate the ____% of salaries per itemized list on the backup) | \$ 14,172.47 | \$ | \$ | \$ 14,172.47 |
| B.3. | Staff Travel (Itemize on backup) | | | | |
| | In-State | - | | | - |
| | Out-of-State | | | | - |
| | TOTAL TRAVEL | \$ - | \$ | \$ | \$ - |
| B.4. | Facilities (Include rent, utilities, maint. for rental space and show cost per square ft. on backup) | \$ - | \$ | \$ | \$ - |
| B.5. | Communications (telephone, internet, etc.) | \$ - | \$ | \$ | \$ - |
| B.6. | Office Supplies (include postage, software, desktop supplies, etc.) | \$ - | \$ | \$ | \$ - |
| B.7. | Books & Training/Teaching Aids | \$ - | \$ | \$ | \$ - |
| B.8. | Equipment (Itemize on backup) | \$ | \$ | \$ | \$ - |
| B.9. | Other: (Itemize on backup) | \$ 9,150.00 | \$ | \$ | \$ 9,150.00 |
| B.10. | Payment of ITA's | \$ | \$ | \$ | \$ - |
| B.11. | On-the-Job Training (Only) | \$ | \$ | \$ | \$ - |
| B.12. | Work Experience Wages | \$ 30,450.00 | \$ | \$ | \$ 30,450.00 |
| B.13. | Work Experience FICA | \$ | \$ | \$ | \$ - |
| B.14. | TOTAL SUPPORTIVE SERVICES (Itemize on backup)) | \$ | \$ | \$ | \$ - |
| B.15. | TOTAL DIRECT COSTS | \$ 82,794.45 | \$ - | \$ - | \$ 82,794.45 |
| B.16. | TOTAL INDIRECT COSTS | \$ | \$ | \$ | \$ - |
| B.17. | TOTAL COSTS | \$ 82,794.45 | \$ - | \$ - | \$ 82,794.45 |

BUDGET BACKUP

Agreement/Project No: _____

Modification No.: _____

COST CATEGORY: Administration

Program Costs X

Rapid Response _____

| Line Item No: | AMOUNT | ADJUSTMENT | | REVISED |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|
| | <u>APPROVED</u> | <u>INCREASE</u> | <u>DECREASE</u> | <u>AMOUNT</u> |
| <u>B7. Books & Training</u> | | | | |
| <u>Training Materials</u> | <u>2,000.00</u> | | | <u>2,000.00</u> |

| Line Item No: | AMOUNT | ADJUSTMENT | | REVISED |
|---|------------------|-----------------|-----------------|------------------|
| | <u>APPROVED</u> | <u>INCREASE</u> | <u>DECREASE</u> | <u>AMOUNT</u> |
| <u>B9. Other</u> | | | | |
| <u>Incentives (\$300 per participant) (300x35)</u> | <u>10,500.00</u> | | | <u>10,500.00</u> |
| <u>\$5 card for perfect attendance/ community service</u> | | | | <u>-</u> |
| <u>\$150 for passing GED</u> | <u>-</u> | | | <u>-</u> |
| <u>GED/Accuplacer/ACT/TEAS Fee Voucher</u> | | | | <u>-</u> |
| <u>\$50 for TABE goal</u> | | | | <u>-</u> |
| <u>\$50 Certification Attainment Award</u> | | | | |
| <u>\$50 for 2nd quarter performance</u> | | | | |
| <u>\$50 for 4th quarter performance</u> | | | | |
| <u>Program Advertisements</u> | <u>2,000.00</u> | | | <u>2,000.00</u> |
| <u>OTHER TOTALS</u> | <u>12,500.00</u> | <u>-</u> | <u>-</u> | <u>12,500.00</u> |

| Incentive totals are based on 25 participants | AMOUNT | ADJUSTMENT | | REVISED |
|---|------------------|-----------------|-----------------|------------------|
| Line Item No: | <u>APPROVED</u> | <u>INCREASE</u> | <u>DECREASE</u> | <u>AMOUNT</u> |
| <u>B14. Supportive Service</u> | | | | |
| <u>Childcare Fees</u> | <u>2,000.00</u> | | | <u>2,000.00</u> |
| <u>Transportation Assistance/Gas Cards</u> | <u>8,400.00</u> | | | <u>8,400.00</u> |
| <u>Start Up Assistance</u> | <u>6,000.00</u> | | | <u>6,000.00</u> |
| <u>OTHER TOTALS</u> | <u>16,400.00</u> | <u>-</u> | <u>-</u> | <u>16,400.00</u> |

| Line Item No: | <u>APPROVED</u> | <u>INCREASE</u> | <u>DECREASE</u> | <u>AMOUNT</u> |
|-----------------------|-----------------|-----------------|-----------------|-----------------|
| <u>B8. Technology</u> | | | | |
| <u>Computers</u> | <u>3,000.00</u> | | | <u>3,000.00</u> |

BUDGET BACKUP

Work-Based Learning Budget

Agreement/Project No: _____

Modification No.: _____

COST CATEGORY: Administration

Program Costs

X

Rapid Response

| Line Item No: | B.1 Salaries | AMOUNT | ADJUSTMENT | | REVISED |
|---------------|---------------------------------------|------------------|-----------------|-----------------|------------------|
| | | <u>APPROVED</u> | <u>INCREASE</u> | <u>DECREASE</u> | <u>AMOUNT</u> |
| | Program Coordinator | 10,062.00 | | | 10,062.00 |
| | \$19.35/hour x 10hrs/week x 52 weeks | | | | |
| | Case Manager 1 | 8,944.00 | | | 8,944.00 |
| | \$17.20/hour x 10hrs/week x 52 weeks | | | | |
| | Case Manager 2 | 6,760.00 | | | 6,760.00 |
| | \$13.00/hour x 10hrs/week x 52 weeks | | | | |
| | Part-time Clerical Assistant | 3,255.98 | | | 3,255.98 |
| | \$9.98/hour x 7.25hrs/week x 45 weeks | | | | |
| | SALARY TOTALS | 29,021.98 | - | - | 29,021.98 |

| Line Item No: | B2. Fringe Benefits | AMOUNT | ADJUSTMENT | | REVISED |
|---------------|--|------------------|-----------------|-----------------|------------------|
| | | <u>APPROVED</u> | <u>INCREASE</u> | <u>DECREASE</u> | <u>AMOUNT</u> |
| | FICA 7.65% of salaries for all staff | 2,220.18 | | | 2,220.18 |
| | Health Ins 800.00/mo for full-time staff | 7,200.00 | | | 7,200.00 |
| | Health Ins 400.00/mo for full-time staff | 1,200.00 | | | 1,200.00 |
| | Retirement 12.24% for all staff | 3,552.29 | | | 3,552.29 |
| | HEALTH AND RETIREMENT TOTALS | 14,172.47 | - | - | 14,172.47 |

25% for all staff dedicated to Work-Based Learning budget

| Line Item No: | B9. Other | AMOUNT | ADJUSTMENT | | REVISED |
|---------------|-----------------------------------|-----------------|-----------------|-----------------|---------------|
| | | <u>APPROVED</u> | <u>INCREASE</u> | <u>DECREASE</u> | <u>AMOUNT</u> |
| | Kelly Personnel Services Contract | 9,150.00 | | | 9,150.00 |

(amount includes: FUTA, SUTA, and Workman's Compensation Insurance)

| Line Item No: | B.12 | AMOUNT | ADJUSTMENT | | REVISED |
|---------------|-----------------------|-----------------|-----------------|-----------------|---------------|
| | | <u>APPROVED</u> | <u>INCREASE</u> | <u>DECREASE</u> | <u>AMOUNT</u> |
| | Work Experience Wages | 30,450.00 | | | 30,450.00 |

35 participants: \$7.25/hr x 15 hr/week x 8 weeks

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REID STATE TECHNICAL COLLEGE

Budget Narrative

B.1. Salary – Total: \$116,087.91

Program Coordinator will provide direct services to the participants, serve as liaison to referral sources and work experience partners, oversee marketing and recruitment, travel to all workshop locations periodically to oversee activities, proctor tests, manage program staff, manage participant work experience assignments and payroll, oversee program purchasing and inventory. **Annual salary: \$40,248.00**

Case Manager 1 will provide direct services to participants, assist with marketing and recruitment, travel to assigned workshop locations weekly to serve participants, maintain case notes and documentation. **Annual Salary: \$35,776.00**

Case Manager 2 will provide direct services to participants, assist with marketing and recruitment, travel to assigned workshop locations weekly to serve participants, maintain case notes and documentation. **Annual Salary: \$27,040.00**

Part-Time Clerical Assistant will serve as point-of-contact in program office, answer phones, file, proctor tests, maintain incentive record books and spreadsheets, distribute incentive cards, keep accurate list of incentives owed/ received. **Annual Salary: \$13,023.90**

B.2. Fringes – Total: \$52,360.53

FICA will be paid for all salaries: $\$116,087.91 \times .0765 = \$8,880.73$

Health Insurance for full-time employees: $\$800.00 \times 3 = \$2,400/\text{month} \times 12 \text{ months} = \$28,800.00$

Health Insurance for part-time employees: $\$400.00 \times 1 = \$400.00/\text{month} \times 12 \text{ months} = \$4,800.00$

Retirement for all employees: $\$116,087.91 \times .1224 = \$14,209.16$

B.3. Travel- Total: \$19,070.40

Coordinator and each Case Manager will be expected to travel to multiple workshop locations throughout the month to provide services to participants. Travel will also be expected in order to recruit, market, and build partnerships. There will also be travel expected for meetings and conferences throughout the year.

B.6. Office Supplies- Total: \$5,000.00

Price is estimated for total amount that will be spent on general office supplies throughout the year, including: folders, notebooks, pencils, ink, copier paper, etc.

B.7. Training Materials- Total: \$2,000.00

Price is estimated for purchasing any needed digital training programs or hard copies; this might also include testing materials or test prep guides

B.8. Equipment- Total: \$3,000.00

Price is estimated to purchase new computers in the event that older ones need to be replaced or workshop size outgrows our current classroom

B.9. Other- Total: \$21,650.00

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Will contract with Kelly Personnel Services to issue pay to Work-Based Learning participants throughout the year

Will provide the following incentives to each participant if qualified: Gift cards for perfect attendance or TABE Score/EFL Reward, Perfect Attendance reward, GED Pass Reward, Testing Fee covered, reward for achieving certification, reward for 2nd and 4th quarter employment or training enrollment.

B.10. ITAs- Total: \$13,800.00

Will provide every participant with stackable credential and certification options including: OSHA, Forklift, NCCER, MOS, ServSafe

B.12. Work Experience Wages- Total: \$30,450.00

Amount is estimated to provide each of 25 participants with a paid work experience:
($\$7.25/\text{hour} \times 15 \text{ hours/week} \times 8 \text{ weeks}$)

B.14. Supportive Services- Total: \$16,400.00

Childcare assistance will be provided if needed. Participants will be eligible for a total of 12 weeks

of assistance. ($\$25.00/\text{day}$ per child (up to 2 children), up to 2 days per week, for 12 weeks.)

$\$25.00/\text{day} \times 2 \text{ days} \times 12 \text{ weeks} = \600.00 .

Transportation assistance/gas cards will be provided for no more than $\$15.00/\text{week}$ for 12 weeks.

Start up assistance for post-secondary, training, or employment is also offered if a participant is otherwise ineligible for financial assistance or the financial assistance that is available is not sufficient.

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I) Program Summary

The WIOA Youth Program at Reid State Technical College will serve 35 (thirty-five) out-of-school individuals, ages 16-24, in Conecuh, Escambia, Monroe, and Wilcox Counties. The mission of the program is to educate and empower the future of the workforce by assisting participants in overcoming barriers to attaining their educational, training, immediate employment, and long-term career goals. Participants are eligible to receive tutoring for GED or HSDO and will have the opportunity to earn at least one industry-recognized credential, such as forklift training, Microsoft Office Specialist (MOS), and Certified Nursing Assistant (CNA). Through partnerships fostered with community organizations and business and industry members, the WIOA Youth Program aims to reach the most in-need and at-risk individuals and provide them with opportunities to gain work experience in their intended career field through paid Work-Based Learning. Participants will also earn the Career Readiness Certificate and Alabama Certified Worker certification by completing WorkKeys and the Ready to Work soft skills training program. Support services are provided to aid with transportation and childcare expenses.

II) Target

Number of youth to be served: 35

The WIOA Youth Program will collaborate with each county's Department of Human Resources, the Juvenile Court Systems (including judges, probation officers, and jails), Adult Education departments, and local school boards to identify and enroll participants who fit the WIOA Youth criteria.

- Departments of Human Resources refer individuals who are within the appropriate age range for WIOA Youth Program eligibility screening.

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- Probation officers and judges require certain offenders within the appropriate age range to enroll and complete the WIOA Youth Program as a condition of their probation.
- Adult Education departments at Coastal Alabama Community College and Reid State Technical College within the WIOA Youth Program service area refer students within the appropriate age range for eligibility screening.
- School guidance counselors provide information regarding the WIOA Youth Program to parents and students during the exit interview process when they withdraw prior to completing school. For those students whose parents give proper consent, counselors will also provide to the WIOA Youth Program staff a list of names and contact numbers of potential participants after they have completed their exit interview. This will usually occur once per semester.

In order to meet the criteria for enrollment, participants must complete a probationary period of two weeks. During this time, class attendance, punctuality, and participation will be evaluated to determine suitability for the program prior to enrollment. Participants must attend all classes (which are held twice a week for three hours each) and earn a total of twelve contact hours during their probationary period in order to be enrolled.

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The WIOA Youth Program will serve the following four low-income counties: Conecuh, Escambia, Monroe, and Wilcox. Please refer to the following chart to view population, poverty, drop out, and unemployment statistics for each county.

| County | Population 2017 | Poverty Rate 2017 | Drop Out Rate by 9 th Grade 2017 | Drop Out Rate Overall 2017 | Unemployment Rate Jan-19 <i>Projected</i> |
|-----------------|--------------------|----------------------|---|----------------------------------|---|
| <i>Conecuh</i> | 12,469 | 23.7% | 8.20% | 22.7% | 5.6% |
| <i>Escambia</i> | 37,447 | 23.3% | 8.70% | 23.8% | 5.0% |
| <i>Monroe</i> | 21,327 | 23.8% | 7.30% | 23.9% | 7.1% |
| <i>Wilcox</i> | 10, 719 | 32.0% | 10.60% | 23.9% | 10.5% |

(All data is obtained from the United States Census Bureau and The Alabama Department of Labor).

III) Design

The WIOA Youth Program will utilize the TABE 11/12 to determine grade equivalency and basic skills deficiencies, as well as to track measurable skill (MSG) and educational functioning level (EFL) gains. TABE 11/12 scores may be accepted from other entities such as Adult Education, but the program will retain the ability to administer the test independently.

Participants are expected to attain at least one EFL gain on a post-test, per the Data Recognition Corporation's (DRC) National Reporting System (NRS) level chart for TABE 11/12. The only exception would be if a participant's scale score on their initial test falls in the highest level on the chart (level 6).

Pre-tests are typically given within the probationary period (first two weeks) and post-tests cannot be given until a participant is officially enrolled. Post-testing can occur up to the last day prior to exit if that amount of time should be needed for the participant to show appropriate improvement. There will be no limit to the number

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of post-test opportunities offered. There will be at least two weeks between test dates.

The program will consist of **FIVE** areas of focus:

- **Credentials**
GED, HSDO, Industry-Recognized
- **Certifications**
Career Readiness and Alabama Certified Worker's
- **Work-Based Learning**
8-week placement completed and/ or performance-based job offer
- **Measurable Skill/ EFL Gains**
Gaining one EFL on TABE, satisfactory Work-Based Learning evaluation, credential attainment, etc.
- **Enrollment/Employment**
Enrollment into post-secondary or training and/or gaining employment

Upon eligibility determination, each participant will work with WIOA Youth Program staff to create their Individualized Service Plan. Each plan will include an achievement in each of the five focus areas listed above with the ultimate goal of entering into post-secondary school or another career-training program, or gaining long-term employment by the time of exit into follow up.

Incentives/ Support Services

Participants will be eligible for up to \$300.00 in incentives for meeting certain milestones or achieving certain goals. They will also be eligible for support services to assist with overcoming barriers to class attendance, enrollment into post-secondary or training, and beginning employment. Support services do not count toward the \$300.00 incentive limit.

Please refer to the chart on the following page to see a complete list of incentives and support services offered.

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| INCENTIVE | CRITERIA | FREQUENCY |
|---|--|---------------------------|
| \$5 gift card | Maintain perfect attendance for one month | Monthly |
| \$5 gift card | Participate in approved (discretion of staff) community service activity or event | As needed |
| \$150.00 GED/Diploma Award | Obtain GED or H.S. diploma | Once |
| \$50.00 TABE Award | Score 11.0 EFL in both Reading and Math on initial TABE OR Achieve at least ONE EFL gain in Math or Reading on a Post-TABE | Once |
| \$50.00 Certification Attainment Award | Attain 1 industry-approved certification | Once |
| \$50.00 2 nd Quarter Post-Sec/Training/Employment Award | Must be enrolled in post-secondary or training OR employed (unsubsidized) in 2 nd quarter after exit. | Once |
| \$50.00 4 th Quarter Post-Sec/Training/ Employment Award | Must be enrolled in post-secondary or training OR employed (unsubsidized) in 4 th quarter after exit. | Once |
| SUPPORT SERVICES | | |
| Testing Fee Voucher | Register for GED, TEAS, ACT, or Accuplacer Test (fees paid) | As needed |
| \$15 gas card/ Transit cost covered | Must participate in 2 weeks (12 contact hours) of classes** to begin receiving | Once weekly for 16 weeks |
| Childcare assistance (up to 2 children) | Must participate in 2 weeks (12 contact hours) of classes** to begin receiving Must provide proof of parent/legal guardian status to child(ren) to be enrolled | 2 days/ week for 16 weeks |
| Post-Secondary/ Training/ Employment Start Up Assistance (\$200.00 limit) | Must be ineligible for an ITA and must have a need directly related to the cost of beginning post-secondary or employment training or employment that is not covered by financial aid. (Can include books, uniforms, etc.) | Once |

*Testing fees, gas cards, childcare assistance, and start up assistance are considered **support services** and will not count against the \$300.00 incentive limit.*

IV) Services

The WIOA Youth Program will offer to each participant the following:

- 1) Individualized and group tutoring for GED, HSDO, EFL gains, college placement testing, certification testing (Career Readiness and Alabama Certified Worker's), etc.

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- 2) Collaboration with Adult Education Departments to ensure that every participant has access to in-depth and individualized GED and HSDO programs as needed in addition to tutoring provided directly by WIOA Youth Program staff.
- 3) Work-Based Learning opportunities for participants in a variety of career fields, including, but not limited to, the following:
manufacturing, medical, auto mechanic, construction, cosmetology, law enforcement, welding, electronics, computer science, and office administration.
The WIOA Youth Program has established and will maintain Work-Based Learning partnerships with business and industry members within the program's service areas, including but not limited to the following:
TPI, Inc., Guyoung, Angie's Stylistics, Interstate Tire and Towing, MPG, TR Miller, Weyerhaeuser, Atmore Police Department, Barnes Family Healthcare, Roberts Family Practice, Evergreen Medical Center, Monroe County Hospital, Conecuh County Sheriff's Office, Conecuh County Board of Education, Reid State Technical College, Homestead Hospice, Outreach Thrift Store, and Faith Builders Construction.
- 4) Participants will gain exposure to and be encouraged to participate in campus and community-wide service events, including but not limited to: blood drives, donation drives, children's events, fundraising activities, services for the homeless or the elderly, etc.
- 5) Mentoring sessions to ensure that participants are on track to complete their Individualized Service Plans and discuss any other personal or education-related issues that might arise. WIOA Youth Program staff members are familiar with community-based resources and refer individuals for additional, professional intervention when needed.
- 6) Basic presentations by staff, as well as guest speakers, on drug, alcohol, and tobacco use. The WIOA Youth Program staff members are knowledgeable on

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community-based resources and refer participants for additional, professional intervention when needed.

- 7) Participants will complete the FICA Module as part of the Ready to Work curriculum, which provides basic financial literacy education. The WIOA Youth Program also collaborates with Regions Bank in all service areas to have guest speakers come to classes and provide financial literacy presentations each semester.
- 8) Campus tours, faculty meet-and-greets, College and Career exploration activities, industry visits, assistance with certain unmet financial needs prior to training or employment, and aptitude/interest evaluations are all used to ensure that participants are well-prepared for the transition to post-secondary education/training and employment upon exit to follow up.
- 9) Credentialing opportunities to earn Industry-Recognized certifications for the purposes of attaining gainful employment or upward mobility in entry-level positions of employment.
- 10) Transportation assistance for those participants who are unable to utilize the gas card incentive. The WIOA Youth Program is in the process of developing a transportation system in partnership with Reid State Technical College and community-based transit programs to ensure that all who want to are able to attend classes and participate in the program.

V) Outcomes

CREDENTIALS: Each participant is expected to earn at least one credential. This requirement may be satisfied with a GED, High School Diploma, or an industry recognized credential such as forklift training, Certified Nursing Assistant (CNA), or Microsoft Office Specialist (MOS).

- To satisfy the forklift requirement, participants will attend a one-day training program that is offered up to twice per semester by OSG Consultants.

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Training will be conducted onsite at a WIOA Youth Program class location, using equipment provided by Reid State Technical College. Forklift training will consist of in-class instruction and testing, followed by hands-on skill demonstration on the forklift by each participant. Certification will not be awarded to a participant who does not satisfactorily complete both the in-class written exam and the hands-on skills check off.

- To satisfy the MOS requirement, participants will be required to pass at least two of the following three subjects: Microsoft Office Word, Microsoft Office Excel, and Microsoft Office PowerPoint. Microsoft and employers recognize any one section of the MOS training as a stand-alone credential. For example, an individual may be a Microsoft Office Word Specialist, specifically. Therefore, by requiring participants who are completing the MOS certification to complete at least two subjects, they will actually be certified specialists in each of those two separate areas.
- To satisfy the CNA requirement, participants will be required to complete the 6-weeks long CNA training program offered through Reid State Technical College and be ineligible to receive ITA funding.
- Other industry-recognized credentials are considered on a case-by-case basis.

CERTIFICATIONS: Each participant is expected to complete both the WorkKeys and the Ready to Work curricula and testing, earning the Career Readiness and Alabama Certified Worker certifications respectively.

WORK-BASED LEARNING: Each participant will be observed and the worksite supervisor will document their progress over the course of their placement. At the end of the eight-week placement, a final evaluation will be submitted to program staff. Satisfactory or better evaluations will be used as an outcome (MSG). Documents used for evaluating Work-Based Learning participation are attached.

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MEASURABLE SKILL/ EFL GAINS: Gaining at least one Educational Functioning Level, per the DRC's NRS chart for TABE 11/12, will be counted as a measurable skill gain (MSG). Credential attainment, satisfactory Work-Based Learning evaluations, and Industry recognized achievements such as obtaining a Forklift certification, CNA certification, or a CDL permit will also be counted as an MSG.

ENROLLMENT/ EMPLOYMENT: Each participant is expected to be enrolled into post-secondary or another recognized training program by the time they exit to follow up. If not, they are expected to have gained employment with long-term potential. They are expected to maintain post-secondary enrollment until completion of their certification or degree and to retain employment indefinitely, specifically to be documented in the second and the fourth quarter after exit to follow up.

VI) Format

The WIOA Youth Program will operate out of seven locations (see VIII). At most locations, there will be a requirement of attending twice weekly classes for a total of six contact hours per week, with the exception of the Prince Arnold Detention Center in Wilcox County. That class will be once weekly for a shorter time to meet the requirements of the facility. Those students will be filtered into the Wilcox Works class upon their release from the detention center.

Please refer to the chart on the following page for a full list of class locations and schedules.

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| Class Location | Days | Times |
|---|----------------------|---|
| Reid State Technical College- Evergreen | Monday & Wednesday | 9:00 a.m. – 12:00 p.m. 1:00 p.m. – 4:00 p.m. |
| Reid State Technical College-Atmore | Monday & Wednesday | 1:00 p.m. – 4:00 p.m. |
| Coastal Alabama Community College-Monroeville | Tuesday & Thursday | 9:00 a.m. – 12:00 p.m. |
| Coastal Alabama Community College- Atmore | Monday & Wednesday | 9:00 a.m. - 12:00 p.m. |
| Wilcox Works- Camden | Tuesday Wednesday | 1:00 p.m. – 4:00 p.m. 9:00 a.m. – 12:00 p.m. |
| Prince Arnold Detention Center-Camden | Wednesday | 2:00 p.m. – 3:30 p.m. |
| New Beginnings Restoration Center-Brewton | Thursday | 9:00 a.m. – 12:00 p.m. 1:00 p.m. – 4:00 p.m. |

Participants are welcome to complete additional, independent lab hours and to work from home to complete the online curricula for WorkKeys and Ready to Work in a shorter timeframe, but they must still attend weekly classes. All testing must be done in the class setting with a staff member acting as facilitator.

Participants are expected to complete the program in about the length of a semester (sixteen weeks), with satisfactory or better attendance.

Some of the instruction can be provided on a group basis, but much of the WIOA Youth Program is structured around an individualized approach to meeting the needs of each participant.

Each quarter, the WIOA Youth Program should enroll approximately ten-fifteen new participants and should exit five or more. Enrollment is open and ongoing, however, and this is merely a guideline. Enrollments and exits will be addressed on a monthly basis with the Career Center. The WIOA Youth Program will strive to have all

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enrollments for the year completed by April 1 to ensure that participants will have time to meet the requirements of the program prior to June 30. This deadline helps reduce the number of participants carried over from one grant year to the next.

Upon exit, participants receive once monthly follow up contact so that those who are struggling with post-secondary or other training, or those who are struggling to find and retain employment, will have assistance in doing so.

VII) Personnel

The WIOA Youth Program staff will consist of:

- One Coordinator
- Two Case Managers
- One Clerical Assistant

The **coordinator** is responsible for building the network of referral sources, Work-Based Learning partners, and other community organizations that play a part in the overall success of the Youth Program. Other responsibilities include: managing program activities, visiting all class locations at least once monthly to ensure the consistency, productivity, and success of the program, evaluating effectiveness and implementing corrective action as needed, coordinating schedule of all employees and all class locations, recruiting prospective participants, advertising, preparing and maintaining the program budget and financial and program reports, keeping up-to-date on relevant legislation, policies, and procedures, acting as the liaison to career centers, maintaining Work-Based Learning records, conducting individualized mentoring sessions with participants, documenting monthly case notes in AJL; and any other duties that should arise.

Qualifications/ Requirements: Bachelor's Degree in Education, business, or related field from an accredited institution; one year of full-time work experience in the

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field; education/ youth/ young adult work experience; oral and written communication skills; proficient in Microsoft Office

The **case managers** are responsible for facilitating program activities, including weekly classes, certification training, tutoring and mentoring sessions, etc.; assisting in maintaining Work-Based Learning records, traveling to multiple locations to facilitate weekly classes, individual meetings with participants for mentoring and tracking participation and progress, maintaining supplies and equipment, assisting in providing documentation in a timely manner, proctoring tests, documenting monthly case notes in AJL; and any other duties that should arise.

Qualifications/ Requirements: one year of post-secondary education with 15 semester hours in a related field; at least one year of full/part-time work experience; oral and written communication skills; experience with Microsoft Office

The **clerical assistant** is responsible for answering telephone calls, making calls to potential participants or community partners as needed, providing assistance and information to interested candidates in the absence of the coordinator and case managers, maintaining filing system, copying/scanning/faxing/filing, sending emails, maintaining participant records for incentives and support services, conducting monthly follow up with exited participants and weekly follow up with absent students, documenting monthly follow up with exited participants in AJL; and any other duties that should arise.

Qualifications/ Requirements: high school diploma required/ associates degree preferred; one year full/part-time work experience; oral and written communication skills; experience with Microsoft Office

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VIII) Locations

The WIOA Youth Program will operate classes out of the following locations, adhering to the specified schedule.

| Class Location | Days | Times |
|---|----------------------|---|
| Reid State Technical College- Evergreen | Monday & Wednesday | 9:00 a.m. – 12:00 p.m. 1:00 p.m. – 4:00 p.m. |
| Reid State Technical College-Atmore | Monday & Wednesday | 1:00 p.m. – 4:00 p.m. |
| Coastal Alabama Community College-Monroeville | Tuesday & Thursday | 9:00 a.m. – 12:00 p.m. |
| Coastal Alabama Community College- Atmore | Monday & Wednesday | 9:00 a.m. - 12:00 p.m. |
| Wilcox Works- Camden | Tuesday Wednesday | 1:00 p.m. – 4:00 p.m. 9:00 a.m. – 12:00 p.m. |
| Prince Arnold Detention Center-Camden | Wednesday | 2:00 p.m. – 3:30 p.m. |
| New Beginnings Restoration Center-Brewton | Thursday | 9:00 a.m. – 12:00 p.m. 1:00 p.m. – 4:00 p.m. |

IX) Non-Duplication

The WIOA Youth Program at Reid State Technical College is the only of its kind in Conecuh and Wilcox Counties. In areas where there are other Youth Programs available, the WIOA Youth Program operates in ways alternative to those programs to provide opportunities to participants who might not otherwise be served. For example, there are no Adult Education classes offered in the afternoons in Escambia County-Atmore, so the establishment of the afternoon WIOA Youth Program class at Reid State in Atmore allows an option for those who cannot attend in the mornings. In Escambia County-Brewton at New Beginnings Restoration Center, per the center's request, the WIOA Youth Program comes to their location to provide services whereas other options in the area require participants to go to a pre-designated site to attend classes. Because of the circumstances of their participation in the

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rehabilitation program at New Beginnings, these individuals are unable to leave the premises to attend classes and programs offered elsewhere. Through WIOA Youth Program funding, we were able to purchase ten laptops in the last grant year to enable these individuals to have access to the resources offered through Reid State and the WIOA Youth Program. This mobility gives the WIOA Youth Program the distinct ability to bring services to those who are most in need and at-risk.

X) Experience

Reid State Technical College is already accustomed to assisting students from low income backgrounds with barriers to continuing their education. The staff of the WIOA Youth Program will have a background working with youth and young adults and will be trained to assist students appropriately depending upon their individual needs and barriers. The staff is willing to adapt the program when and as needed in order to best serve its participants, and has proven this in past years by making changes to program specifications on more than one occasion. The mission of the WIOA Youth Program is to educate and empower the future of the workforce by assisting participants in overcoming barriers to attaining their educational, training, immediate employment, and long-term career goals. Services do not end once a participant is exited to follow up. The WIOA Youth Program staff will still be available to assist in ensuring that participants go on to complete post-secondary school or training programs that they begin, and that they attain and retain employment long-term.

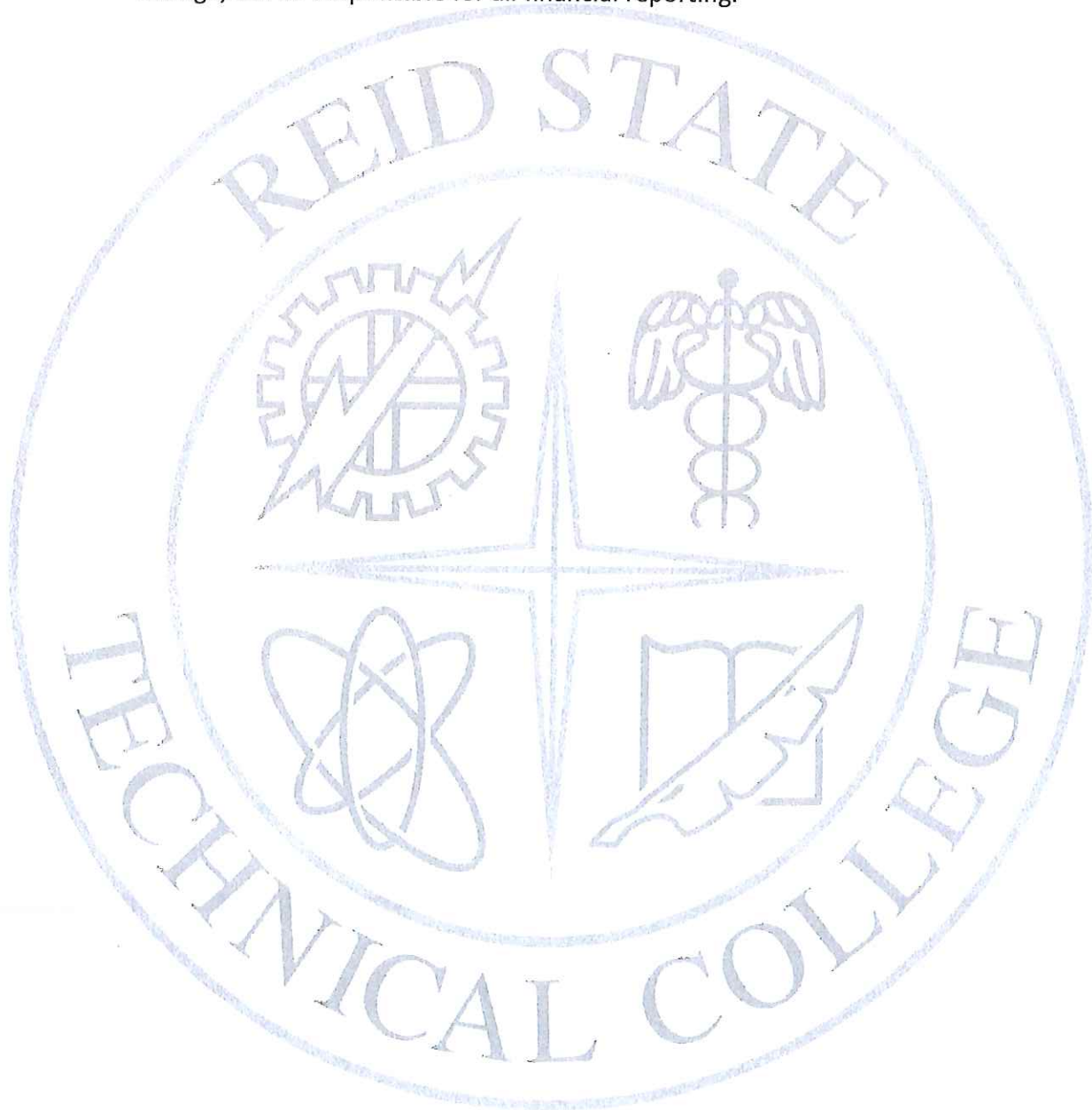
XI) Management

Dr. Coretta L. Boykin, Dean of Instruction and Workforce Development, will be the program Director and therefore will be responsible for oversight of the program in

WIOA YOUTH PROGRAM

REID STATE TECHNICAL COLLEGE

its entirety. The Program Coordinator will be responsible for overseeing the everyday execution of the program. Each staff member will have certain record-keeping duties. Sandra Smith, the Fiscal Office Accountant for Reid State Technical College, will be responsible for all financial reporting.



WIOA YOUTH PROGRAM PARTICIPANT COMPLETION TIMELINE

The WIOA Youth Program is designed to be completed within the length of a typical school semester (16 weeks). Depending on a participant's individual needs, the program may be adjusted to be completed in a shorter or longer period of time.

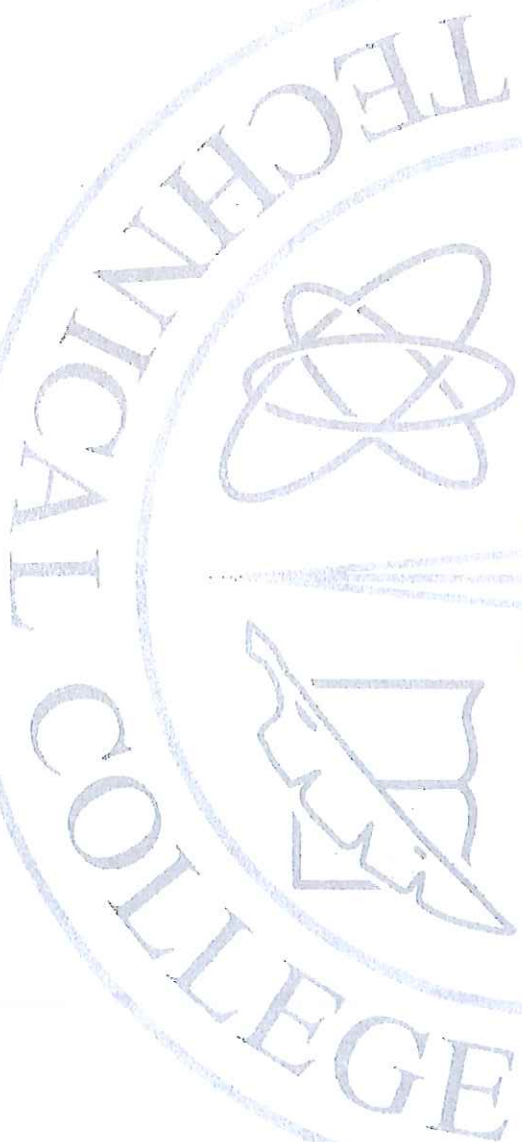
| | TIMEFRAME | TASKS TO BE COMPLETED |
|--------------------------------------|---|---|
| Probationary Period | 2 weeks | <ul style="list-style-type: none"> Minimum of 12 contact hours (equivalent of 4 classes) Pre-TABE My Next Move Orientation Paperwork Begin WorkKeys Curriculum Begin GED/HSDO Curriculum Obtain any needed documentation for eligibility determination |
| Eligibility Determination | End of probationary period | <ul style="list-style-type: none"> Meet with Career Center staff Provide all required enrollment documentation |
| Weeks 3-6 | 4 weeks | <ul style="list-style-type: none"> Continue WorkKeys Curriculum Continue GED/HSDO Curriculum Begin Ready To Work Curriculum Receive Work-Based Learning Assignment Meet with Work-Based Learning Workspace Supervisor Complete Work-Based Learning Paperwork Begin Testing for Career Readiness Certificate (WorkKeys) Begin Testing for GED Post-TABE |
| Work-Based Learning | 8 weeks Begins by week 6; ends by week 14 | <ul style="list-style-type: none"> Begin Working (15 hours per week for 8 weeks) Receive evaluation from worksite supervisor at the end of week 8. |
| Industry-Recognized Certification(s) | 1 day-16 weeks As scheduled between week 3 and week 16 | <ul style="list-style-type: none"> Complete training in chosen certification (forklift, MOS, etc.) Take and pass exam(s) for chosen certification |
| Weeks 7-10 | 4 weeks | <ul style="list-style-type: none"> Continue WorkKeys Curriculum Continue GED/HSDO Curriculum Continue Ready To Work Curriculum Continue Testing for Career Readiness Certificate (WorkKeys) Continue Testing for GED Begin Testing for Alabama Worker's Certification (Ready to Work) Post-TABE |

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| | | |
|-------------|-----------------|--|
| Weeks 11-14 | 4 weeks | <ul style="list-style-type: none"> • Complete WorkKeys Curriculum • Complete GED/HSDO Curriculum • Complete Ready To Work Curriculum • Complete Testing for Career Readiness Certificate (WorkKeys) • Complete Testing for GED • Continue Testing for Alabama Worker's Certification (Ready to Work) • Employment search • Enroll into post-secondary • Post-TABE |
| Weeks 15-16 | 2 weeks | <ul style="list-style-type: none"> • Complete Testing for Career Readiness Certificate (WorkKeys) • Complete Testing for GED • Complete Testing for Alabama Worker's Certification (Ready to Work) • Final Post-TABE |
| Weeks 17+ | 1 or more weeks | <ul style="list-style-type: none"> • Complete any testing or other tasks not finished by week 16 |



The Ready to Work core curriculum consists of 6 training modules and ACT WorkKeys. Each module is comprised of 3 to 6 lessons that build upon and reinforce common concepts. All curriculum modules, including ACT WorkKeys, are structured to reinforce the essential skills of reading, writing, listening, speaking and arithmetic.

RTW curriculum includes both online and classroom components. Assessments are used to measure mastery of skills presented through the curriculum. All assessments must be completed with a score of 70% or higher to receive credit.

Industry Specific Concentration (Optional) – COMING SOON

The Ready to Work program will soon offer industry specific training options. Participants will be able to choose an optional concentration that provides targeted training in the chosen industry. Selecting this option will require participants to take one additional training module to earn the industry specific concentration. The concentrations are designed to introduce participants to the basic skills required in the selected industry.

Learning Objectives:

- **ACT WorkKeys**
 - Perform basic mathematic operations relevant to the workplace.
 - Read and understand documents commonly found in the workplace.
 - Find information presented in common workplace graphics.
 - Set up and solve complex work-related math problems.
 - Determine the relevance of written information to work-related tasks.
 - Apply information derived from graphics to work-related problems
- **Computer Skills**
 - Use file management systems to manage and share documents.
 - Use popular internet browsers to curate information.
 - Use virtual team tools to collaborate online with a virtual team.
 - Use social media tools effectively, including using LinkedIn to create a professional network, and use social media etiquette both on and off the job
 - Use popular productivity tools for word processing, data/financial management, creating presentations, email, and time management.
 - Use email tools to communicate effectively.
 - Use scheduling tools to manage personal time and collaborate with others' schedules.
- **FDIC**
 - Effectively open, use, and manage a checking and savings account.
 - Develop spending plans/budgets.
 - Understand effective credit use.
 - Understand how to build and repair credit.

- Communications
 - Communicate positively.
 - Apply listening techniques.
 - Express nonverbal thoughts: written and body language.
 - Express verbal thoughts: face to face, phone, and virtually.
 - Apply verbal and nonverbal techniques in team environment.
- Workplace Behaviors
 - Recognize and respond appropriately to situations depicting:
 - Workplace violence
 - Diversity issues
 - Sexual harassment issues
 - Basic safety concerns
 - Workplace ethics: attendance/punctuality, attitude, performance/taking initiative
 - Problem Solving
 - Apply problem solving strategies and tools to solve common workplace problems.
 - Analyze problems using structured decision-making methodology.
 - Apply time management strategies to common life and workplace situations.
 - Use negotiation techniques to find common ground.
 - Apply conflict resolution techniques to common workplace situations.
- Job Prep
 - Gather information required to complete a job application.
 - Complete both online and written job applications.
 - Gather information to generate a resume.
 - Generate and maintain an accurate and current resume.
 - Apply appropriate communication skills improve interview techniques.

| ACT WORK KEYS | TECHNOLOGY BASICS | FDIC | COMMUNICATION | WORKPLACE BEHAVIORS | PROBLEM SOLVING | JOB PREP |
|---------------------|-------------------------------------|--------------------------------|------------------|---------------------|--------------------------------------|--------------------------|
| Applied Math | Document Management | Budgeting Fundamentals | Nonverbal Skills | Diversity | Six-Step Problem Solving | Career Exploration Tools |
| Workplace Documents | Information Curation/Working Online | Setting up a Checking Account | Verbal Skills | Workplace Violence | Problem Solving Strategies and Tools | Job Application |
| Graphic Literacy | Social Networking | Using a Checking Account | Working in Teams | Sexual Harassment | Structured Decision-Making | Resume Writing |
| | Virtual Team Tools | Maintaining a Checking Account | | Workplace Ethics | Time Management | Interviewing |
| | Productivity Tools | | | Safety | Negotiation | |
| | | | | | Conflict Resolution | |

**REQUEST FOR Dun & Bradstreet (D&B)
D-U-N-S Number**

When awarding subcontracts to area providers, we are required to obtain the "DUNS Number" for any agreements funded with WIOA funds. The number has to also be registered with Central Contractor Registration on their web site at <http://www.ccr.gov>.

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit number, for each physical location of your business.

D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants.

You may request your D-U-N-S Number via the Web. If one does not exist for your business location, it can be created within 1 business day.

You may also request your D-U-N-S Number by phone. U.S. and U.S. Virgin Islands: 1-866-705-5711 and Alaska and Puerto Rico: 1-800-234-3867 (Select Option 2, then Option 1)

If you do not have a DUNS Number for your business location, please go to <http://www.ccr.gov>, which includes a link to D&B in order to secure the number, which will then need to be registered by you as noted above.

Contractor Name / Address;

DUNS Number:

Certification: I hereby certify that the above DUNS Number is for our business location and it has been registered at <http://www.ccr.gov> and will remain current during the term of this award (2 CFR Part 176.50 (c)).

Signature

Title

Name (print)

Date

Certification Regarding a Drug Free Workplace

Pursuant to the Drug-Free Workplace Act of 1988 the Proposer/Contractor does hereby certify to Southwest Alabama Partnership for Training and Employment that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the proposer's/contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about--
 - a. The dangers of drug abuse in the workplace;
 - b. The proposer's/contractor's policy on maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of work under its proposal/contract with Southwest Alabama Partnership for Training and Employment be given a copy of the statement required by paragraph 1);
- 4) Notifying the employee in the statement required by paragraph 1) that, as a condition of employment under the proposal/contract, the employee will--
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5) Notifying the Southwest Alabama Partnership for Training and Employment in writing, within ten calendar days after receiving notice under paragraph 4 b., above, from an employee or otherwise receiving actual notice of such conviction;
- 6) Taking one of the following actions, within thirty calendar days of receiving notice under paragraph 4 b., above, with respect to any employee who is so convicted--
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with applicable law; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health law enforcement or other appropriate agency;
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1) through 6), above, at the site(s) for performance of work in connection with the applicable proposal/contract.

Name/Title of Authorized Representative

Organization

Signature

Date

CERTIFICATION REGARDING LOBBYING ACTIVITIES
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$ 10,000 and not more than \$100,000 for each such failure.

Name/Title of Authorized Representative

Organization

Signature

Date

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 those regulations.

5. The prospective recipient of Federal Assistance funds 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 DOL.

6. The prospective recipient of Federal Assistance funds 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, in 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 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 List of Parties Excluded from Procurement or Non-procurement Programs.

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 DOL may pursue available remedies, including suspension and/or debarment.

End of Instructions

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the 26 May 1988 Federal Register (pages 19160 -- 19211).

BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS, WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION.

- (1) The prospective recipient of Federal Assistance funds 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 recipient of Federal Assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name/Title of Authorized Representative

Organization

Signature

Date

Instructions for Certification
Items One (1) through Nine (9)

1. By signing and submitting this proposal, the prospective recipient of Federal Assistance funds is providing the certification as 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 recipient of Federal Assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal Assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal Assistance funds learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.