Contract for a WIOA Program Serving Low-Income In-School Youth Age 14 –21 in Southwest Alabama

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 hereinafter referred to by name or called SWAPTE University of South Alabama 307 University Blvd., AD 200 Mobile, AL 36688-0002

Contract #: 97703881

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 - <u>General Provisions</u>; SECTION B - <u>Special Provisions</u>; SECTION C - <u>Performance Standards</u>; SECTION D - <u>Budget</u>; SECTION E - <u>Statement of Work</u>.

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 youths served by this contract shall not exceed 20 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 \$91,790.

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:		BY:	
	Carol Statter, Chair		W. Mathew Reichert, Vice President
	Southwest Alabama Partnership for		Research Comm., Development & Learning
	Training and Employment		University of South Alabama
	Signatory Official		CONTRACTOR Signatory Official
BY:		BY:	
	Commissioner Connie Hudson, Chair		Sydney G. Raine, President
	Chief Elected Officials Council		Southwest Alabama Partnership for
	Southwest Alabama Partnership for		Training and Employment
	Training and Employment		Signatory Official
	Signatory Official		

WIOA Service Provider Agreement University of South Alabama

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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 will 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 its 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 there under 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: W. Mathew Reichert, V.P. for Research Communication, Development and Learning.

4. Renewal/Extension Options:

SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT reserves the right to extend/renew its initial contract for services for up 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 <u>APPEALS</u>

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 180days of the alleged violation or submit a letter to either of the following addresses:

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

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 noncompliance 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 <u>Governor's Employment and Training Directives</u> (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 University of South Alabama

This project is designed to serve up to 20 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 20 without explicit prior approval from the Southwest Alabama Partnership for Training and Employment.

All enrollments will be complete by March 31, 2020.

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 partied 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

- 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 SWAPTE 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		
	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.		
Rent			
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.

Proposed LINE ITEM Budget for Youth Programs

Service Provider:	University of South	Alabama	
Program Title"	Paid Work Experien	ces for Students	s in PASSAGE USA
Line Item Cost Staff Compens		Program Ser \$	vices
Staff Fringe Be	enefits	\$	
Travel/Transp	oortation	\$	
Facility Costs		\$	
Communicati	ons	\$	
Supplies		\$ <u>1,000</u>	
Equipment		\$	
Contractual		\$	
Other Direct C	Costs	\$ <u>66,000</u>	
Indirect Costs	;	\$ <u>24,790</u>	
TOTAL COS	5 T:	<u>\$91,790</u>	[sum of 1thru 10]

Budget Narrative

Staff Compensation

For Staff Compensation and Staff Fringe Benefits we are not requesting any fund. Our current PASSAGE USA project staff, who are paid by a Federal grant, will provide services to this program.

Travel/Transportation

\$0

\$0

For Travel/Transportation we also are not requesting additional funds since this has been previously funded with our PASSAGE USA grant.

Facility Costs \$0

Facility Costs are part of the University's negotiated Indirect Cost Rate so they will not be no charges in this category

Communications \$0

The University is also providing Communications equipment as part of the Indirect Cost Rate so there will not be any additional charges for this line item.

Supplies \$1,000

We are requesting \$1,000 in supplies. This may include notebooks, jump drives, uniforms, and other supplies students might need for their specific job sites.

Other Direct Costs \$66,000

The bulk of our request falls under the "Other Direct Costs" line. This amounts to wages for up to 10 first-year PASSAGE USA participants who are eligible for the program, for 10 hours of employment per week for the 15 weeks of each the Fall and Spring semesters at \$8.00 per hour. This totals \$24,000. In addition, we have included money for up to 10 second-year students in PASSAGE for 15 hours of employment per week for the 15 weeks of each Fall and Spring terms at \$8.00 per hour. This totals an additional \$36,000.

We have budgeted \$6,000 for work incentive payments for student participants. Five work-related incentives of \$30 each will be available to students each semester. The Work-Related Incentives that will be available to students each semester are listed below:

First month in work experience: on time all work days	\$30.00
First month in work experience: no absences	\$30.00
Mastery of one work-related AEP goal in semester	\$30.00
Mastery of one Job Internship Learning Agreement goal in semester	\$30.00
Peer Mentor ratings of work self-initiation in semester	\$30.00

Students will be able earn a \$30 incentive in each of these five areas each semester, fall and spring. This totals \$300 per student for 20 students or \$6,000

Sub-total for Direct Costs \$67,000 Indirect Costs \$24,790

The University's indirect (Facilities and Administration) cost rate with the Federal government for "other sponsored activities" not research or instruction is 37%. We used the sub-total for

direct costs (\$67,000) times this percentage to calculate indirect costs.

Total Costs \$91,790

Program Narrative

I) Summary:

This program, Paid Work Experiences for Students in PASSAGE USA, will serve young adults (ages 18-21 at program start) with intellectual disabilities enrolled in PASSAGE USA. The services will be available at the University of South Alabama campus as well as in community-based competitive employment settings. This program will provide students in PASSAGE USA with pay associated with the work experiences that are a required component of the PASSAGE USA program. For each hour they are working at a Work Practicum site they will receive an hourly wage of \$8.00. Work Practicum experiences will occur on the USA campus as well as in the community. Students will use an electronic app to sign in and out at the Work Practicum site. In addition, they will complete electronic time sheets for their Work Practicum experiences on a biweekly basis just as other employees at USA do. These timesheets will generate the wages. In addition, we have budgeted for work-related incentives of up to \$300 per student per year. Students will be able to earn up to 5-\$30 incentives each semester for attendance, punctuality, goal mastery, and self-initiation.

As a result of participation in this program, students in PASSAGE USA will be better prepared to be employed. They will have had experience learning job skills in many different employment settings while receiving compensation for their time. In addition to gaining specific employment skills and discerning preferred employment paths, students will develop a concrete understanding of work, pay, taxes, saving, and budgeting. Thus, student have a fuller complement of the skills needed for success in employment and independent adult living.

PASSAGE USA is a 2-year (4 semester) postsecondary education program for young adults with intellectual disabilities housed at the University of South Alabama. All students in the program completed their K-12 education and while in school met state requirements for an "intellectual disability" (IQ and Adaptive Behavior scores ≤ 70) and were eligible to receive special education and related services under the Individuals with Disabilities Education Improvement Act of 2004. Students enter the program through an application and interview process. Cohorts of up to 10 students begin the program each Fall semester and at any one time, there can be a maximum of 20 students in the program. PASSAGE USA is applying to the US Department of Education to be a Comprehensive Transition Program.

PASSAGE USA provides students with academic, social, independent living, and employment/career instruction and experiences. The goals of PASSAGE USA include competitive, gainful employment as well as maximization of the skills needed to live as independently as possible. PASSAGE USA includes specialized coursework focused on the independent living (Adult Development Seminar I-IV) and employment needs (Internship/Work Experience I-IV) of students with intellectual disabilities, inclusive coursework with other undergraduate students at USA (inclusive-elective coursework), inclusive work/practicum experiences (Work Practicum I-IV), and community engagement. This is the PASSAGE USA curriculum progression and associated

minimum contact hours:

PASSAGE USA Minimum Contact Hours in Specialized Courses, Inclusive-elective Courses, and Work Practica

Term	Specialized	Inclusive -	Work/
	Courses	Elective	Practicum
	Minimum	Courses	Minimum
	Contact	Minimum	Contact
	hrs/semester	Contact	hrs/semester
		hrs/semester	
Semester 1			
Adult Development Seminar I	37.5		
Internship/Work Experience I	37.5		
At least 2 inclusive-elective courses		52.5	
Work Practicum I			90
Total Semester 1	75	52.5	90
Semester 2			
Adult Development Seminar II	37.5		
Internship/Work Experience II	37.5		
At least 2 inclusive-elective courses		52.5	
Work Practicum II			90
Total Semester 2	75	52.5	90
Semester 3			
Adult Development Seminar III	37.5		
Internship/Work Experience III	37.5		
At least 2 inclusive-elective courses		52.5	
Work Practicum III			150
Total Semester 3	75	52.5	150
Semester 4			
Adult Development Seminar IV	37.5		
Internship/Work Experience IV	37.5		
At least 2 inclusive-elective courses		52.5	
Work Practicum IV			150
Total Semester 4	75	52.5	150
PASSAGE USA Program Total	300	210	480

For PASSAGE USA, Satisfactory Academic Progress procedures are in place. Minimum requirements for completion of the program include:

- 1. Satisfactory grades in Adult Development Seminar I-IV (160 contact hours)
- 2. Satisfactory grades in of Internship/Work Experience I-IV (160 contact hours).
- 3. Satisfactory grades in at least 8 inclusive-elective courses that are part of the USA

- undergraduate curriculum (minimum 224 contact hours).
- 4. Progress toward attainment of 75% of Adult Education Program goals.
- 5. Satisfactory completion, as rated by PASSAGE USA staff and the on-site work/practicum supervisor, of a minimum of four (4) supervised job-training/internship/work practicum experiences related to career goal. Internships can be paid or non-paid.
- 6. Development and presentation of a student portfolio of PASSAGE USA accomplishments including examples of assignments or projects for specialized and inclusive-elective courses; examples of skills obtained through job-training/internship/work practicum experiences; and examples of leadership or service learning activities on campus or in the community, extracurricular involvement, etc.

Students who meet or exceed these minimum requirements receive the PASSAGE USA Postsecondary Education Completion Credential.

II) Target

This project, *Paid Work Experiences for Students in PASSAGE USA*, will serve up to 20 participants each year. These students will be students admitted into the PASSAGE USA postsecondary education program. Students admitted to PASSAGE USA have completed high school and no longer receive special education services from the public schools. They must meet the school criteria for an intellectual disability. They must also have functional communication, math, and reading skills; use a smartphone for emails, texts, and calls; function independently; and be motivated to further their education, independent living, and employment skills. Perhaps the most important criteria for admission into PASSAGE USA is families' and student's goals of the adult student living as independently as possible and working to earn money like other adults without disabilities. All of these factors are considered before students are offered admission to the program. PASSAGE USA staff and other members of the USA community (e.g., faculty and staff) who participate in the interview process with students and their families make admission decisions.

In order to enroll students in the program we have linkages with public school districts in southwest Alabama, community agencies serving individuals with intellectual disabilities, and local advocacy groups. We actively recruit students throughout the year. We believe that this money will be a recruiting tool to help us attract more participants for the program. For many students with intellectual disabilities in our area, college was not a reality until 2017 when PASSAGE USA began. As a result, very few parents set aside money for their children to come to college and the program fee for PASSAGE USA puts a financial strain on many families. However, this funding will allow students to earn money through their work experiences in the program. This money will be a recruiting tool that will help students and families defray some of the costs of the program. In addition, this funding puts our program ahead of many programs similar to ours. Students will not only earn wages that they can spend on college-related expenses but they will also have real-world experiences with paid employment, taxes, banking, budgeting, etc.: all of the concepts and skills that are difficult to teach in an abstract manner to students with the cognitive limitations found with an

intellectual disability.

In order to ensure that we serve the number of participants intended to benefit from this program, we will advertise the availability of paid work experiences. We will also seek publicity about this partnership between PASSAGE USA/USA and the Southwest Alabama Partnership for Training and Employment. We think that this will help get the word out to families about the program as well as the many benefits that their adult children will reap. We will have our first graduates of the program this spring. This too should help us recruit and enroll students in the program.

III) Design

PASSAGE USA is a 2-year (4 semester) postsecondary education program for young adult with disabilities housed at the University of South Alabama. All students in the program completed their K-12 education and while in school met state requirements for an "intellectual disability". They were eligible to receive special education and related services under the Individuals with Disabilities Education Improvement Act (IDEIA) of 2004. Students enter the program through an application and interview process. Cohorts of up to 10 students begin the program each fall semester and at any one time, there can be a maximum of 20 students in the program. PASSAGE USA is applying to the US Department of Education to be a Comprehensive Transition Program.

Before beginning the program and again after 1 and 2 years in the program participants' functional reading and math skills will be assessed as will their employment preferences. Reading will be assessed using the Qualitative Reading Inventory (QRI, Leslie & Caldwell, 1990). The is an individually administered tool that provides information about students' ability to successfully identify and comprehend words as well as the conditions that lead to problems in word identification and/or comprehension. The QRI provides information on students' independent, instructional, and frustration levels as well as diagnostic information. Functional math skills that are assessed relate to handling money, time, grouping, directional terms, operations, and general number skills. This tool was developed by PASSAGE USA staff and can be found in Appendix A. To assess participants' employment choices we will use a database we have created that asks about work experiences and preferences. While students are in the program, their work products and grades in the Internship/Work Experience and Adult Development Seminar will also provide assessment information. When in a Work Practicum students will be accompanied by a Peer Mentor, have an on-site supervisor, and be observed by the Employment Coordinator all of whom will regularly rate the students' performance on both AEP employment-related goals as well as specific employment Learning Contract objectives. These data will be reviewed regularly during the semester and the Employment Coordinator will provide more supports if needed. In addition, summative assessments of the students' performance in each Work Practicum will be reviewed at the end of each semester. These assessments will provide data on students' progress during the semester.

Students will explore career options throughout the program. Initial assessment of preferences will occur during the program Orientation in the summer before enrollment. This

information will be used for the two settings used for Work Practicum in the first semester. As part of the Internship/Work Experience courses additional job and career exploration will occur. At the end of each semester, the Employment Coordinator and student will evaluate the Work Practicum or internship and make plans for the next semester.

These assessment information collected by PASSAGE USA staff throughout the program are used in a person-centered planning approach to define the students' individualized program. PASSAGE USA provides an individualized curriculum developed through a person-centered planning process. Based on the information collected during the person-centered planning process each semester, each student has an Adult Education Program (AEP, see Appendix B) for that particular semester. The AEP contains goals that the student has identified in the following areas: academic, technology, work/career, social, self-determination, self-advocacy, independent living, and community integration. Students and PASSAGE USA staff develop the AEP together. PASSAGE USA staff analyze students' progress toward AEP goals each semester. Using Goal Attainment Scaling (GAS), PASSAGE USA staff determine if there is evidence of progress demonstrated for each goal. GAS specifies measurable benchmarks for each AEP goal and is rated using the following scale: no progress (1); some progress (2); mastered the goal (3); and progressed beyond goal (4). Progress toward AEP goals is a program expectation and is monitored for program completion. A copy of the rubric to rate AEP goals is included in Appendix B.

To further students' *academic* instruction each semester students enroll in at least four courses (the equivalent of 12 semester hours). At least two of these courses are part of the general education undergraduate curriculum at USA and two additional courses are exclusively for students in the PASSAGE USA program (Adult Development Seminar I-IV, and Internship/Work Experience I-IV). Students also participate in a Work Practicum each semester (Work Practicum I-IV).

Each semester students select at least two inclusive-elective courses from the traditional undergraduate curriculum based on the interests they express during the person-centered planning process. Students enroll in non-credit sections of the inclusive-elective courses that meet in the same classroom and at the same time as the traditional university course. These courses enroll students without disabilities, appear on the course schedule each semester, and are described in the University *Bulletin*. Students choose these courses based upon interests as expressed in the person-centered planning process. While PASSAGE USA students do not receive academic credit for taking these inclusive-elective classes, they participate in all class activities. These non-credit sections are co-listed in the University's student registration system. They meet at the same time and in the same classroom as the sections for which traditional students receive academic credit. Instead of credit hours, contact hours are associated with each inclusive-elective course students take. Students pay all tuition and fees associated with the courses. They attend all class meetings, participate in all activities and complete all assignments with their individualized accommodations as specified in the Learning Contract. For each inclusive-elective course, PASSAGE USA staff, the course instructor, and the student develop a Learning Contract (an example is included in Appendix

D) that specifies individualized learning outcomes for the student in the specific course. Inclusiveelective courses available include physical education activity, art, job exploration, freshmen experience, hospitality and tourism management, computer skills and applications, and media applications courses. Students have access to courses in the College of Education and Professional Studies, the College of Arts and Sciences, the Mitchell College of Business, and the School of Computing. As the program grows, we anticipate that there will be a broader array of inclusive courses accessible to students in PASSAGE USA. Students receive accommodations in these courses. Course instructors have access to program staff and training on universal design to help the student be successful in the course. Program staff will work with course instructors to modify course assignments for the students in PASSAGE USA so that course instructors will not have additional responsibilities due to the PASSAGE USA students being in their courses. They are semester-long (15 weeks) courses. Typically, one or two students in PASSAGE USA enroll in a course with a larger population of undergraduate students. Peer Mentors accompany students to courses and sometimes are taking the course for credit. Students' performance in these courses will be included when determining if students are making satisfactory academic progress (SAP, see description below).

Students in PASSAGE USA receive mid-term and semester grades in every inclusiveelective course. Their performance receives a grade of Satisfactory or Unsatisfactory at both midterm and the end of the semester. Course instructors assign grades based upon the individualized learning goals identified for each course at the beginning of the semester. Mid-term grades notify students of their progress and final semester grades are a summative assessment reported on their transcript. The end of the semester grade is included on their transcript in addition to the contact hours associated with the course.

The two specialized courses, Adult Development Seminar I-IV and Internship/Work I-IV contain specific global objectives as well as individualized objectives based on students' AEP goals. Students in PASSAGE USA take an Adult Development Seminar course each semester of the program. These courses focus on individualized AEP goal and the *independent living* and soft skills they will need to be successful in the workplace and live as independently as possible in their community. Each Adult Development Seminar course (I-IV) is composed of modules related to personal safety, cooking, cleaning, shopping, budgeting, meal planning, and time management. Students work with PASSAGE USA staff and Peer Mentors to accomplish the objectives in the modules that are associated with their AEP goals. The scope and sequence for Adult Development Seminar I-IV is in Appendix E. Students receive mid-term and final semester grades of "S" or "U". Mid-term grades notify students of their progress and final semester grades are a summative assessment reported on their transcript.

To further students' career and technical development PASSAGE USA provides coursework as well as job/employment experience. Students in PASSAGE USA enroll in an Internship/Work Experience I-IV and a Work Practicum course each semester. These courses provide the students with classroom instruction as well as work experience in the field of their choosing. Thus students

gain real-world experience, have opportunities for feedback regarding strengths and weaknesses from an actual employer, develop contacts and networking within the field, and gain experience in such areas as interacting with co-workers, arranging transportation and other work-related issues. The Internship/Work Experience courses also include modules. The curriculum for this course includes modules such as developing a resume, finding job opportunities, filling out job applications, writing business letters, interviewing for jobs, and skills needed to remain employed. The scope and sequence for Internship/Work Experience I-IV are summarized in Appendix E. As in other courses, students' performance is assessed as satisfactory "S" or unsatisfactory "U" at midterm and the end of the semester.

In concert with the person-centered planning and AEP development, each semester students have a Work Practicum I-IV course, which are placements in job/internship settings to develop employment skills. All of these settings used for the Work Practicum experiences are competitive employment settings with individuals without disabilities. At the beginning of the semester. PASSAGE USA staff, students, and on-site job supervisors meet and identify learning objectives for the work experience, internship, or paid employment. These are specified in the Job Internship Learning Agreement (See Appendix F). PASSAGE USA staff and on-site supervisors rate students' work behaviors and attainment of employment skills each semester using the Job Internship Evaluation (see Appendix G). During the first two semesters, students explore different employment settings in the university and larger communities. Students spend a minimum of 6 hours a week in these placements during the first year in the program. During the first two semesters in the program, all students participate in Work Practicum placements that are available at the University of South Alabama, although they may also have community-based employment experiences. These experiences allow students to explore different job possibilities and try out some of the jobs they expressed interest in on their person-centered plan. Many of these on-campus positions are positions typically filled by students without disabilities and coworkers are USA students not in the PASSAGE USA program and university staff. The community-based positions are in competitive employment settings. The experiences may be paid and/or unpaid. Examples of available first-year work practicum settings include: food service, offices, law enforcement, recreation centers/gyms, library, and athletics. Based on students' evaluations of these different settings, during the final two semesters students' work practicum will consist of work experiences, internship, or jobs (minimum 10 hours per week) within the university and/or larger communities In their final two semesters in the program, students are involved in paid or non-paid internships for their Work Practicum. These internships may be at University or off-campus sites. The internships are in settings without individuals with disabilities and are similar to internships experienced by USA students without disabilities. During this last year, some students receive competitive wages. For those with internships, there is the potential that internships will turn into jobs upon completion of the program because students have the experience doing the job in these settings. Typically, Peer Mentors support students in PASSAGE USA in all Work Practicum sites. However if PASSAGE USA staff, the student in PASSAGE USA, and the supervisor from the employment setting agree that Peer

Mentor support is no longer needed, it will be withdrawn. In addition, if the employment-setting supervisor prefers to use other employees to provide natural supports, the Peer Mentors will not accompany students in PASSAGE USA to the Work Practicum. The PASSAGE USA Employment Coordinator regularly visits each student in his or her Work Practicum setting and provides job coaching, resources, and additional instruction as needed. The WIOA money requested from Southwest Alabama Partnership for Training and Employment will be used to pay students wages during non-paid work experiences or internships that are part of the PASSAGE USA program. In addition, financial incentives will be available for punctuality, attendance, self-initiation, and development of work-related AEP and specific employment learning objectives. As in other courses, students' performance is assessed as satisfactory "S" or unsatisfactory "U" at mid-term and the end of the semester in the Work Practicum courses.

Upon Completion of PASSAGE USA, students will be better prepared to enter the world of work. The students have learned work readiness skills, employability skills, social skills, self-advocacy skills and will have received actual work experience. By being prepared for gainful employment, the student will have the opportunity for an improved quality of life. Work can provide people with a sense of purpose, an identity that extends beyond their disability, a chance for increased independent living, and financial independence.

In PASSAGE USA Peer Mentors are utilized as natural supports in academic, social, employment, and independent living situations. Peer Mentors are USA undergraduate and graduate students who choose to work with the students in PASSAGE USA. The support they provide vary in in form including that of an academic tutor, a study buddy, a work-out partner, a class peer, a coworker, or just a friend. PASSAGE USA program staff facilitate the process and pairing of peer mentors, as well as provide continual training and support to Peer Mentors. Through this process, PASSAGE USA students develop meaningful peer relationships and expand their natural supports beyond the assigned partnership. This helps to better prepare students in the PASSAGE USA program to engage with their community as they are living and working as independently as possible.

PASSAGE USA provides students with academic, social, independent living, employment/career instruction and experiences. The goals of PASSAGE USA include competitive, gainful employment as well as maximization of the skills needed to live as independently as possible. PASSAGE USA includes specialized coursework focused on the independent living (Adult Development Seminar I-IV) and employment needs (Internship/Work Experience I-IV) of students with intellectual disabilities, inclusive coursework with other undergraduate students at USA (inclusive-elective coursework), inclusive work/practicum experiences (Work Practicum I-IV), and community engagement.

PASSAGE USA follows a traditional semester schedule, which includes 15 weeks of instructional time. Each student will typically enroll in at least four courses per semester and this is equivalent to at least 12 credit hours. While students in PASSAGE USA do not take any courses for academic credit, the credit hours associated with the inclusive-elective courses are the same for students in PASSAGE USA and degree-seeking students. The two individualized courses (Adult Development Seminar I-IV and Internship/Work

Experience I-IV) meet for the same amount of time as 3 credit hour courses. While we do not report credit hours because students are not taking courses for credit the contact hours associated with each course taken by students is the same as its credit hours. The number of contact hours reflects the amount of time that the course meets. This does not include the time needed to complete course assignments nor study. At the end of the program, the number of contact hours for courses for students in PASSAGE USA only is 300. By the end of the program, students will have a minimum of 210 contact hours in inclusive-elective courses with traditional USA students. In addition to contact hours in courses, students will have had a minimum of 480 contact hours in inclusive-elective employment settings. Thus at program completion, students in PASSAGE USA will have 300 contact hours in specialized coursework and a minimum of 690 contact hours of inclusive-elective coursework and competitive work practicum experience. The entire program has a minimum of 990 in classes and work/employment settings contact hours.

This is the PASSAGE USA curriculum progression and associated minimum contact hours are summarized below.

PASSAGE USA Minimum Contact Hours in Specialized Courses, Inclusive-elective Courses, and Work Practica

Term Semester 1	Specialized Courses Minimum Contact hrs/semester	Inclusive – Elective Courses Minimum Contact hrs/semester	Work/ Practicum Minimum Contact hrs/semester		
At least 2 inclusive-elective courses		52.5			
	37.5	32.3			
Adult Development Seminar I	37.5				
Internship/Work Experience I Work Practicum I	31.3		90		
Total Semester 1	75	52.5	90		
Semester 2	//	32.3	90		
		52.5			
At least 2 inclusive-elective courses	27.5	32.3			
Adult Development Seminar II	37.5				
Internship/Work Experience II	37.5				
Work Practicum II			90		
Total Semester 2	75	52.5	90		
Semester 3					
At least 2 inclusive-elective courses		52.5			
Adult Development Seminar III	37.5				
Internship/Work Experience III	37.5				
Work Practicum III			150		
Total Semester 3	75	52.5	150		
Semester 4					
At least 2 inclusive-elective courses		52.5			
Adult Development Seminar IV	37.5				
Internship/Work Experience IV	37.5				
Work Practicum IV			150		
Total Semester 4	75	52.5	150		
PASSAGE USA Program Total	300	210	480		

At the end of the program, students develop and present a portfolio of accomplishments. This PASSAGE USA Portfolio is a capstone project and is required for completion of the program and awarding of the PASSAGE USA Postsecondary Education Completion Credential. The portfolio will include, at a minimum, examples of assignments or projects that the student created for courses; examples of skills obtained through internships; examples of leadership or service learning activities engaged in on campus or in the community, and extra-curricular involvement.

The Portfolio will also include students' resumés that they have built while in PASSAGE USA.

In addition to the PASSAGE USA Postsecondary Education Completion Credential and Portfolio, students will also receive a transcript from USA that delineates their coursework, the number of contact hours they had in each of their specialized and inclusive-elective courses as well as their grades in those courses (i.e., Satisfactory or Unsatisfactory).

To ensure that students in PASSAGE USA are making progress and developing skills, Satisfactory Academic Progress (SAP) procedures are in place. Students in the PASSAGE USA must maintain SAP. Evaluations of SAP occur each semester. Similar to traditional USA students, SAP for students in PASSAGE USA focuses on three factors:

- Academic success: 75% or more of students' final course grades must be "S" or Satisfactory.
- Each semester students should be enrolled in and complete at least four courses.
- Students must complete the four semesters within a 6 semester time period.

After grades are submitted each semester, PASSAGE USA staff meet to discuss all of these data and determine if students have met SAP. If students are not making SAP they are notified before the beginning of the next semester and given one semester to improve their performance. Students have the option to appeal the SAP warning by documenting that their performance was due to extenuating circumstances (examples: a significant injury or illness of the student or the death of an immediate family member). Students must attach documentation to support their appeal letter and be sure to explain what change has occurred in their situation allowing them to demonstrate SAP in the next evaluation. If the appeal is approved and minimum requirements can be met in one additional term, the student will be placed on Probation. If it will require more than one additional term to meet SAP requirements, a student whose appeal has been approved will be placed on an Academic Plan where such a plan will make it possible for the student to meet the institution's SAP requirements within a reasonable timeframe. As part of any Probation status or Academic Plan, a student is required to complete a Probation Agreement which must be signed by the student and their academic advisor.

Minimum requirements for completion of the PASSAGE USA program include:

- 1. Satisfactory grades in Adult Development Seminar I-IV (160 contact hours)
- 2. Satisfactory grades in of Internship/Work Experience I-IV (160 contact hours).
- 3. Satisfactory grades in at least 8 inclusive-elective courses that are part of the USA undergraduate curriculum (minimum 224 contact hours).
- 4. Progress toward attainment of 75% of Adult Education Program goals.
- 5. Satisfactory completion, as rated by PASSAGE USA staff and the on-site work/practicum supervisor, of a minimum of four (4) supervised job-training/internship/work practicum experiences related to career goal. Internships can be paid or non-paid.
- 6. Development and presentation of a student portfolio of PASSAGE USA accomplishments including examples of assignments or projects for specialized and inclusive-elective courses; examples of skills obtained through job-training/internship/work practicum experiences; and examples of leadership or service learning activities on campus or in the community, extra-

curricular involvement, etc.

IV) Services:

PASSAGE USA offers many of the WIOA services that the Southwest Alabama Partnership for Training and Employment <u>must make available</u> to Youth program participants. While the WIOA funding will not support all of these activities, PASSAGE USA will provide them to participants. The services provided through PASSAGE USA include:

- Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a ... recognized post-secondary credential ... including dropout prevention strategies.
- Paid and unpaid work experiences that have as a component academic and occupational education which may include,

Summer employment opportunities and other employment opportunities available throughout the year

Pre-apprenticeship programs

Internships and job shadowing On-the-job training opportunities

Occupational skills training which shall include priority consideration for training programs that lead to recognized post-secondary credentials that are aligned with the in demand occupation in the local area.

- Leadership development opportunities which may include community service and peercentered activities encouraging responsibility and other positive social and civic behaviors as appropriate.
- Support services for participants
- Adult mentoring for the period of participation and a subsequent period for a total of 12 months after the completion of participant
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral as appropriate
- Financial literacy education entrepreneurial skills training; services that provide labor market and employment information about in demand industry sectors or occupations available in the local area, such as career awareness, career counseling and career exploration.
- Activities that help youth prepare for and transition to postsecondary education and training

Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a ... recognized post-secondary credential ... including dropout prevention strategies are key components of the PASSAGE USA program. Students attend classes at USA that are part of the general education curriculum in addition to the two specialized (Adult Development Seminar and Internship/Work Experience)

courses. Students fully participate in these classes and must make academic progress. While study skills are taught in the Adult Development Seminar course, they are also practiced regularly with the assistance of the Peer Mentors. Peer Mentors also spend part of each day tutoring students in PASSAGE USA for their inclusive-elective and specialized courses. Direct explicit instruction, focused on maintenance and generalization of skills, is used to prevent dropout and assist recovery efforts. Students must make satisfactory academic progress to remain in the program. Students successfully completing the program receive the PASSAGE USA Postsecondary Education Completion Credential, a locally recognized postsecondary education credential.

Paid and unpaid work experiences that have as a component academic and occupational education which may include,

Summer employment opportunities and other employment opportunities available throughout the year

Internships and job shadowing On-the-job training opportunities

Occupational skills training which shall include priority consideration for training programs that lead to recognized post-secondary credentials that are aligned with the in demand occupation in the local area.

Students participate in a multitude of paid and unpaid work experience as part of the PASSAGE USA postsecondary education program. As discussed above the program has academic and occupational education components in terms of both classwork and experiences. Students in PASSAGE USA spend between a minimum of 10 and 15 hours a week in work experience or internship sites in each of the 4 semesters they are enrolled. The bulk of these experiences are unpaid and the money from this WIOA project will help students receive wages during unpaid work experiences. WIOA funds will NOT be used for students in paid work experiences or internships. Internships, typically during the last year whether paid or unpaid provide the opportunity for job shadowing as well as on-the-job training opportunities. For students in PASSAGE USA who are interested in in-demand occupations in our local area, occupational skills training will be available. The Employment Coordinator will provide Job coaching and supports. The Peer Mentor and/or co-workers in Work Practicum will also provide Job and task supports. There will also be an on-site supervisor for each employment setting. The Employment Coordinator, Peer Mentors, co-workers, and on-site supervisor will all work with the students in the program to improve their skills. Finally, to date all students in PASSAGE USA have been able to attain paid summer employment opportunities in the summer between their first and second year in the program. We will continue to help students access these opportunities over their summer break.

Leadership development opportunities which may include community service and peer centered activities encouraging responsibility and other positive social and civic behaviors as appropriate are available to students in PASSAGE USA on many different levels. Students can participate in any University club so the ability to develop leadership skills within the club are available to them. In addition, a key component of the PASSAGE USA program is community

engagement and community service. Each semester students participate in at least on community service activity (e.g., Mobile International Festival, Down syndrome Buddy Walk, Bay Area Food Bank, Mobile County Public Schools Special Olympics) to work on leadership skills in these areas. Students also spend a great deal of time with their Peer Mentors, which fosters responsibility and other positive social and civic behaviors. All students are registered to vote and have been encouraged to participate in local, state, and national elections. Finally, USA has the only inclusive Campus Civitan Club in the nation. Many of the students are members of the Campus Civitan Club and have participated in activities that will improve the lives of individuals with disabilities in the Mobile community.

Students in PASSAGE USA have access to the same *support services* all other USA students have. They receiving academic advising from the First Year Advising Center in their first year in the program and by faculty advisors in the second year of the program. They have access to Student Health Services; the Campus Recreation Center; the Writing Center, the JagSuccess program that provides peer tutoring, success workshops, group study sessions, peer mentoring, and other programs to assist with student learning; and can be seen in Counseling and Testing Services. Ms.Perry works in the Office of Career Services so students in the program also have access to the supports offered by that office to all students.

As previously mentioned all participants in PASSAGE USA receive mentoring from multiple adults. Mentors available to students in PASSAGE USA include over 70 Peer Mentors who are college students at USA. Peer Mentors accompany students to class, work experience practica, social events, computer labs, and many other events. In addition, our 3 full-time staff, 2 graduate assistants, and 2 part time staff members also serve as mentors to students in PASSAGE USA. Finally, if work experience or internship on-site supervisors approve co-workers at work experience and internship sites also serve as mentors to students in PASSAGE USA. We have noted several occasions where co-workers helped students to be more efficient at work than the Peer Mentors did! When students leave the program, we will work with their employers and/or Vocational Rehabilitation and/or Southwest Alabama Partnership for Training and Employment to provide graduates with adult mentoring a subsequent period for a total of 12 months after the program completion of the participant.

Comprehensive counseling, which may include drug and alcohol abuse counseling and referral as appropriate is available to all USA students through the USA Counseling and Testing Services office. Counseling and Testing Services offer a wide variety of services to USA students such as individual and group counseling, self-help workshops and handling mental health emergencies. To see a complete explanation of services offered by this office, please go to https://www.southalabama.edu/departments/counseling/.

Financial literacy education entrepreneurial skills training: services that provide labor market and employment information about in demand industry sectors or occupations available in the local area, such as career awareness, career counseling and career exploration are available through Career Services and the Employment Coordinator. In addition, many of these

topics can be found in the Adult Development Seminar and Internship/Work Experience courses' curricula. Additionally community resources, such as the Bank On South Alabama program, are used to ensure that students develop the financial literacy skills they will need.

Activities that help youth prepare for and transition to postsecondary education and training. For students who are interested in continuing to participate in postsecondary education and training we have engaged in several activities. One of our students is currently working to prepare to take his GED. He, along with some of his Peer Mentors and project staff, are working on developing the skills he will need to pass his GED. We have also helped him understand how "real college" may differ from PASSAGE USA.

These activities and services will help students achieve program goals. These services and activities will allow students to gain work experience a predictor of future employment that is often absent in students with intellectual disabilities. The activities and services will also afford students the opportunities to further develop specific employment skills as well as skills that are associated with employment such as scheduling, time management, budgeting money, banking skills. The Paid Work Experiences for Students in PASSAGE USA program will make many of the program components concrete which should help students be better prepared. For example, students will have to keep track of when they work complete timesheets for the hours they worked. They will submit the timesheets and receive a paycheck. They will see how much they were paid for how long they worked. They will learn about taxes taken out of their earnings. They will learn about banking because the paychecks will be deposited into a bank account. They will be able to check their bank balance regularly and make budgeting decisions based upon the money they have earned. This will help students learn about all of this so much better than when all of this is hypothetical. The paid work experience will allow us to link academic and occupational learning, preparation for employment, effective connections to intermediary organizations that provide strong links to the job market and employers and/or a direct link to employers.

For WIOA elements that we cannot provide, we will access available community resources. Through consultation with Southwest Alabama Partnership for Training and Employment we will link students to University and community resources that can meet students' needs.

V) Outcomes:

The program outcomes will be a subset of the proposed outcomes for PASSAGE USA. Outcomes for students for this program will center on attainment of employment-related goals. The specific outcomes for this project are listed below:

- 1. Students' successful completion of Work Practicum I-IV in competitive employment settings with people without disabilities.
- 2. Students' satisfactory completion, as rated by PASSAGE USA staff and the on-site work/practicum supervisor, of a minimum of two (2) supervised job-training/internship/work practicum experiences in the year related to career goal.

- 3. Students' satisfactory grades in of Internship/Work Experience I-IV in Fall 2019 and Spring 2020 semesters.
- 4. Academic skills students will develop functional academic skills related to technology use, financial management, time management, and independent living as determined by evaluating progress made toward achieving AEP goals.
- 5. Gainful Employment- Students who complete the PASSAGE USA program will be better prepared for the world of work through the development of work-related interpersonal skills, time management skills, self-regulation skills, and specific skills for specific jobs. They will have had extended experience (one semester or more) in a position that could lead or does lead to paid employment. All students completing PASSAGE USA in the Spring 2020 semester will have paid employment at the end of the program. Students continuing into their second years will attain paid summer employment in competitive settings.
- 6. Socialization- Students' involvement in courses, extracurricular activities, and community events will lead to the development of skills that will help them to be successful adults in home, community, and employment settings. This will be assessed by AEP goal mastery in these areas.
- 7. Self-determination and Self -Advocacy During PASSAGE USA students' choices of courses, AEP goals, employment settings, and extracurricular activities will help them develop self-determination and self-advocacy skills. These skills will be assessed through analyzing AEP goals, academic learning contracts, and internship learning agreements.
- 8. Attainment of the PASSAGE USA Postsecondary Education Completion Credential. In addition to these goals, we will also use WIOA performance measures to assess outcomes.

Our federal funding agency requires us to follow-up with individuals who have completed the program. We will add WIOA measures (i.e., employment rate 2nd quarter after exit, employment rate 4th quarter after exit, median earnings 2nd quarter after exit, credential attainment, measurable skill gain, and effectiveness in serving employers) as defined by the US Department of Labor (see https://www.doleta.gov/performance/guidance/tools_commonmeasures.cfm). Thus, we will follow up with program completers in November and May after they complete the program. Participants in our program know that we will be contacting them for follow-up data. In addition, our population is not one that is very mobile. In actuality, all program participants this far have lived in Mobile or Baldwin counties.

By nature of enrollment in the program, students are accessing postsecondary education. Completion of the program and receiving the PASSAGE USA Postsecondary Education Completion Credential will be easy to track. We also will have transcripts with their grades (Satisfactory or Unsatisfactory) each semester that they are in the program. At follow-up we will also discover if students have accessed any additional postsecondary education.

Our program data collection cycle will also assist us in measuring outcomes. As previously discussed we assess functional reading and math before the program begins (July), after 1 year in the program (April), and at program end in year 2 (April). Likewise we assess employment

preferences before students begin the program (July) and each semester after that (December, April). Our AEPs contain individualized goals in multiple areas, including employment skills. These are assessed each semester (December and April) and adjusted as necessary. Students' Internship Learning Agreements and Inclusive-Elective Course Learning Contracts (December, April) can also serve as evidence of the development of skills that are important for employment success. Students will leave permanent products in terms of assignments they have completed for the Internship/Work Experience courses that they take each semester (December, April). Finally, we will contact students who have completed the program in November and April to obtain follow-up employment data as required by WIOA and the funder of our federal grant. Our data collection cycle is below.

Proposed Data Collection Cycle

	July	November	December	April	May
Functional math assessment					
Functional reading assessment				-	
Employment preferences					
AEP goal progress					
Employment Learning Agreements					
Inclusive-Elective Course Learning Contracts					
Internship/Work Experience assignments					
WIOA 2 nd quarter follow-up					
WIOA 4th quarter follow-up					la se
Federal grant follow up					

VI) Format:

The program's services and activities will delivered at many different times and in many different places. Students participating in PASSAGE USA typically spend at least 4 days (8am – 3pm) involved in the program. During these hours they are involved in specialized classes, inclusive-elective classes, work practica experiences, community integration activities, and community service. Each student has an individualized schedule that includes each of these activities. While students take both specialized and inclusive-elective classes, the learning contracts for each student are individualized so students have individual goals in addition to the other course requirements. Work experiences are individually tailored to give each student maximum benefit of the practicum.

Students begin the program in the Fall semester and are enrolled for a total of 4 semesters or 2 years. They will complete the program in the Spring semester and participate in Spring commencement at USA. The program timeline for students can be found in Appendix H. The scope and sequence of the curriculum for the specialized courses, Adult Development Seminar and Internship/Work Experience can be found in Appendix E. Criteria for receiving the PASSAGE USA Postsecondary Education Completion Credential can be found in Appendix I. Appendix B is a

sample of an AEP and Appendix F is an example of a work learning contract. The specific layout design of the PASSAGE USA Postsecondary Education Completion Credential has not yet been approved by the University. However, it will be similar to the diplomas given to degree-seeking students and include signatures of University officials.

VII) Personnel:

Personnel on this project will include PASSAGE USA staff. All staff time commitments to this project are paid by the federal grant that created and supports all personnel in PASSAGE USA. Project Staff include the Employment Coordinator, Community Coordinator, the Assistant Director, the Director/Principal Investigator, and the Co-Principal Investigator. All PASSAGE USA staff will be paid by a federal grant so no funds from this project will be used to support their efforts on this project. The grant is funded through September 30, 2020. It is possible that after the grant ending date, requests will be made to fund some PASSAGE USA staff members' time commitments to this project.

The PASSAGE USA Employment Coordinator will be an integral part of this program. Lauren Perry is currently the Employment Coordinator. She has a bachelor's degree in secondary special education (from USA) and teacher certification in that area. She is currently enrolled in a master's program in special education at USA. Prior to joining PASSAGE USA she was a secondary special education teacher in a local school district and successfully placed high school students with disabilities in community employment settings. In addition, Ms. Perry completed the Alabama Department of Mental Health's Job Coach training and provides job coaching to PASSAGE USA students. The Employment Coordinator's office is within the USA Office of Career Services. The Employment Coordinator works with USA Career Services and community business leaders to develop employment and internship positions for PASSAGE USA participants and other USA students. The Employment Coordinator will also serve as a job coach for participants. The Employment Coordinator also supervises Peer Mentors and conducts regular evaluations of students in PASSAGE USA's performance in Work Practicum settings. The Employment Coordinator teaches all four of the Internship/Work Experience courses and assists in AEP development.

The PASSAGE USA Community Coordinator serves as a liaison to local school districts. The Community Coordinator goes into schools and tells teachers, parents, and students about the PASSAGE USA program. The Community Coordinator is actively involved in recruiting students for the PASSAGE USA program. He arranges Transition Summits in the eight county south Alabama area bringing together families, school personnel, and community members to facilitate the transition of youth with disabilities to their communities after school. The Community Coordinator also currently schedules Peer Mentors to accompany the students in PASSAGE USA. The current Community Coordinator is Mr. John Heinl. Mr. Heinl has a master's degree and teaching certificate in secondary special education. Before coming to work at PASSAGE USA he spent many years as a secondary special education teacher in the Mobile County Public Schools.

The PASSAGE USA Assistant Director is Ms. Alexandra Chanto-Wetter. As the Assistant

Director, M. Chanto-Wetter teaches all four of the Adult Development Seminar, she participates in AEP development, develops academic accommodations, assists students in choosing inclusive-elective courses, and provides training to Peer Mentors. Ms. Chanto-Wetter has bachelor's and graduate level degrees and certificates in special education. Currenlty, Ms. Chanto-Wetter is studying in a doctoral program in Instructional Design and Development a field that focuses on adult learning and learning in the workplace. She has taught special education at the elementary and secondary level in multiple states in the U.S. as well as internationally.

Dr. Abigail Baxter, Project Director and Principal Investigator for PASSAGE USA will oversee this project. Dr. Baxter will supervise all PASSAGE USA staff, students, and project activities. Dr. Baxter will approve students' time sheets and monitor the fidelity of project implementation. Dr. Baxter has a bachelor's degree in psychology from Guilford College, a master's degree in clinical/community psychology from the University of Maryland Baltimore County, and a doctorate in developmental psychology from Vanderbilt University. Dr. Baxter has been a faculty member at USA for over 20 years. In addition to teaching in the Special Education training program at USA, she has been the Principal Investigator on multiple federal and state grants and contracts.

Dr. Dennis Campbell is PASSAGE USA's Co-Principal Investigator. Dr. Campbell works in all facets of the program but is heavily involved in the transition work and in recruiting students for PASSAGE USA. Dr. Campbell has undergraduate, master's, and doctoral degrees from Auburn University. Dr. Campbell is an Associate Professor of Special Education. Dr. Campbell has been Principal Investigator or Co-Principal Investigator on multiple federal grants including the grant that developed the employment preference assessment we use in the PASSAGE USA program.

There will not be any subcontractors involved in the project.

VIII) Location

Program activities will take place on the USA campus as well as in the multiple locations throughout the community. The inclusive elective courses as well as the PASSAGE USA specialized courses will be held in classroom settings on the USA campus. Students in PASSAGE USA learn to use the campus transportation system to get between buildings on campus. Peer Mentors will accompany students in PASSAGE USA to their classes, at least initially.

Students' Work Practicum settings will include offices on the USA campus as well as community-based settings that meet students' individualized career objectives. Students in PASSAGE USA and their parents agree to provide transportation needed for all PASSAGE USA experiences, including the work experience practicum. As a result some parents may drive students to work, some students may be learning to use public transportation and others may be accessing ride-sharing services. However, it is important that students and their families figure out how the student will get to and from work, so transportation will not be a barrier to employment upon completion of the program. All Work Practicum settings will be authentic employment settings where other individuals are working for pay. They will be inclusive environments and involve workers without disabilities. Established businesses that meet Southwest Alabama Partnership for

Training and Education requirements (e.g., pay taxes, have business licenses, etc.). No special facilities will be required. Peer Mentors will accompany students to Work Practicum settings unless the employer prefers to provide the supports the student may need for that setting.

IX) Non-duplication

The addition of the WIOA funding for students in PASSAGE USA does not duplicate any of our existing initiatives or use the WIOA funding to substitute for other available funds. One of the limitation that PASSAGE USA has had is that students' initial on-campus work practica do not include pay for their work (even though their co-workers are paid). Because of the nature of the PASSAGE USA program, our students are not eligible for work-study funds, which are the resources that fund the on-campus jobs for students at USA. This WIOA funding would allow us to pay students in PASSAGE USA working in these university offices. Likewise, many community-based employers have not been willing to pay students in PASSAGE USA to gain work experience. While some employers have agreed to hire students during their Work Practicum, this is not the case for the majority of our students. We would only use WIOA money for students who were in a Work Practicum and were NOT paid for their time in those settings. Thus, WIOA funds would not duplicate existing initiatives nor substitute for other available funds.

There are no programs in the Mobile area that are similar to PASSAGE USA. PASSAGE USA is the only postsecondary education program specifically for young adult students with intellectual disabilities. However, students with intellectual disabilities, who are still enrolled in public schools, can participate in Project Search through Vocational Rehabilitation. Project Search provides unpaid internships in hospital settings to students with intellectual disabilities who are still in high school. Young adults with disabilities, who are not enrolled in PASSAGE USA, can also receive Job Coaching and other services through Vocational Rehabilitation. For many adults with intellectual disabilities in our community there are also sheltered and supported employment opportunities. PASSAGE USA differs from all of these programs in that the program is housed on a university campus where students regularly interact with peers without disabilities. Students engage in academic as well as employment-related courses and experiences. PASSAGE USA provides more extensive employment supports than other programs and fully accesses inclusive workplaces. Thus, this project would not duplicate these efforts because our program focuses on a slightly different population of individuals with intellectual disabilities (i.e., young adults with intellectual disabilities who have finished high school) and provides more holistic services.

X) Experience

PASSAGE USA received funding in October 2015 with its mission to help young adults with intellectual disabilities to attain gainful employment. The first student began the program in January 2017. The second cohort began the program in August 2017 and the third in August 2018. As this is a new program enrollment is not at the predicted level; however we believe that the addition of paid work experience will improve enrollment in the program. All of the students in

PASSAGE USA have had successful work experiences throughout the program and many have been able to attain paid work experience/internships. These work experiences have been in oncampus USA offices as well as in the community. We have been able to ensure that during the first year students have at least 2 different work experiences in each of the two semesters and that they have at least one work/experience or internship placement in their second year in the program. Many of these placements have taken multiple students in PASSAGE USA in multiple semesters. Likewise, students completing the program transition into paid employment. As we are about to begin our fifth year of federal funding, we are continuing to refine our model, tweak some components, and search for resources to improve our program. We believe that this funding opportunity through the Southwest Alabama Partnership for Training and Employment will help us become even better.

The first student completed the program in December 2018, had paid work experience during the summer of 2018, and went on to paid employment upon program completion. Of the members of the second cohort, one student dropped out after her first semester because of financial issues however the remaining five students will complete the program and graduate in May 2019. During the summer of 2018 all five of them had paid employment in community settings. In the fall 2018 semester all but 2 had paid internships and this semester all are being paid in internship sites. It is anticipated that they will continue in these paid positions after program completion. Four students in the third cohort started the program in August 2018. One student left the program because college and working were not a good fit for her. Of the remaining three students, one continues a part time job she had before joining the program and the other two have paid work experiences in community settings. Thus, we have a good record of helping students access paid employment. We believe that the ability to provide paid work experience for students will only improve our ability to help students access paid employment and have paid work in competitive employment at program completion.

In looking at the components of the PASSAGE USA program and the requirements of WIOA programs there is a great deal of similarity. Even though we do not have experience with other Youth programs, our experience with PASSAGE USA is very similar. WIOA funding for our students' Work Practicum placements will impact the students financially but will also help in our education efforts to prepare them for adulthood.

XI) Management

PASSAGE USA personnel in the College of Education and Professional Studies at the University of South Alabama will supervise the program. Dr. Baxter and Ms. Perry will assure proper management and administration of the program to meet WIOA requirements. They will meet every other week to review student activities, financial matters, and progress. Students themselves will clock in and out at each work experience using an app that notifies Ms. Perry. At least every other week, if not daily, students will take the clock in and clock out information from the app and enter the information into electronic timesheets that are used by other student workers and staff at

the University. This will be a valuable learning experience for the students and help them prepare for employment after the program is over. The timesheet information will be verified by Ms. Perry and Dr. Baxter. After this verification, the timesheets will go to Payroll to process the students' pay which will be deposited in their bank account every other week. In early October and February, Dr. Baxter and Ms. Perry will meet to evaluate students' attendance and punctuality in the first month of their Work Practicum. If as student has perfect attendance in their first 4 weeks of work, Dr. Baxter will complete the paperwork for the Attendance Incentive. They will also get an Attendance Incentive certificate to include in their PASSAGE USA portfolio. Likewise, if students have been on time for the Work Practicum each day in their first month of work, they will receive a Punctuality Incentive and certificate. At the end of each semester (January and May), Ms. Perry, Ms. Chanto-Wetter, and Dr. Baxter will review AEP goals, Work Experience Supervisor evaluations, Inclusive-Elective Course Learning Contracts, Peer Mentor logs, and Job Internship Learning Agreements. If students have mastered one work-related AEP goal they will receive an AEP Incentive and certificate. Students mastering at least one Job Internship Learning Agreement goal will receive the Job Skill Mastery Incentive and Certificate, and students' with 70% or more of Peer Mentor data indicating self-initiation at work will receive the Self-Initiation Incentive and certificate.

Financial reporting will be provided by the University's Office of Grants and Contracts Accounting.

A timeline of program milestones is included on the next page.

Timeline of Program Milestones: July 2019-June 2020

Milestones	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	March	Apr	May	June
Initial assessments, AEPs												
Take at least 4 courses												
Work Practicum												
Complete timesheets												
Punctuality, Attendance Incentives			Policial									
End of semester exams				88 88 FOLD 18								
Evaluation of semester data												
AEP, Job Skill, Self-Initiation Incentives												
Follow up data collection												
Reports to funding agency												