

**Southwest Alabama Partnership for
Training and Employment
Four-Year Plan
2019-2022**

Southwest Alabama Partnership for Training and Employment Four-Year Plan 2019-2022

What follows is the initial four-year plan for the Southwest Alabama Partnership for Training and Employment (SWAPTE). Attachment A provides an organizational chart that depicts the relationships between the agencies making up this workforce system. Attachment B is a list of the Officers and members of the Board,

Local Area Governance

- i. Signatory Official – Mr. Sydney G. Raine, President
- ii. Grant Recipient – Chief Elected Officials Council made up of the President/Chair of each County Commission for the nine-county area including Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington and Wilcox counties in southwest Alabama.
- iii. Chief Elected Official - President of the Mobile County Commission, Connie Hudson, Chair of the Chief Elected Officials Council
- iv. Workforce Development Board Chair – Ms. Carol Stattor, Workforce Development Coordinator, Infirmary Health Systems
- v. Chief Fiscal Officer – Ms. Lisa Thomas, V.P. Finance, SWAPTE
- vi. One-Stop Delivery System Area Supervisor – Ms. Brinda Barrett, Area Manager for the Career Centers, Alabama Department of Labor

Local Workforce Development Board

See attachment B

Chief Elected Officials Council

See attachment C

Career Centers

The Southwest Alabama Partnership for Training and Employment has six Comprehensive Career Centers. There is currently one Satellite Career Center and one Itinerant Career Center operating within the area. The Career Centers are managed based on the agreement between the Alabama Department of Labor which serves as the One-Stop Operator, and SWAPTE which provides the WIOA services at the Mobile Career Center and serves as the fiscal agent for the region. The co-location of partners in the career centers in the region is coordinated based on a Memorandum of Understanding (MOU) and the Infrastructure Cost Sharing Agreement. Each partner underwrites costs associated with the percentage of dedicated square footage occupied at each location.

The following individuals are the signatories to the Memorandum of Understanding (MOU) that details the services provided via the Career Center system;

Alabama Department of Labor –
Secretary Fitzgerald Washington
Fitzgerald.Washington@labor.alabama.gov

Alabama Community College System - Adult Basic Education
Chancellor Jimmy H. Baker
jimmy.baker@accs.edu

Alabama Department of Rehabilitation Services
Commissioner Jane Elizabeth Burdeshaw
JEBurdeshaw@rehab.alabama.gov

Southwest Alabama Partnership for Training and Employment (SWAPTE)
Connie Hudson, Chair, Chief Elected Officials Council
chudson@mobile.county.net

SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT - CAREER CENTERS

Bay Minette Career Center

Vivian Havel - Manager
BayMinette@alcc.alabama.gov

201 Faulkner Drive

Bay Minette AL 36507

Phone: (251) 937-4161 FAX: (251) 937-2859

Counties Served: North Baldwin

WIOA Programs: Individual Training Accounts (ITA's) Adults, Dislocated Workers, Youth
On-The-Job Training (OJT) Adults, Dislocated Workers, Youth, Work-Based Learning Youth
18-24 Years of Age. Partners include ADOL, WIOA, Adult Ed, and Ala. Dept. of Rehab Services.
Youth Provider – Goodwill Easter Seals

Brewton Career Center

Hal Clements - Manager

Brewton@alcc.alabama.gov

1023 Douglas Avenue Suite 314

Brewton AL 36426

Phone: (251) 867-4376 FAX: (251) 867-5798

Counties Served: Escambia and Conecuh

WIOA Programs: Individual Training Accounts (ITA's) Adults, Dislocated Workers, Youth On-The-Job Training (OJT) Adults, Dislocated Workers, Youth, Work-Based Learning Youth 18-24 Years of Age, Partners include ADOL, WIOA, Adult Ed, and Ala. Dept. of Rehab. Youth Provider – Hope Place Family Resource

Foley Career Center

Jennifer Boykin - Manager

Foley@alcc.alabama.gov

200 West Michigan Avenue

Foley AL 36535

Phone: (251) 943-1575 FAX: (251) 943-8867

Counties Served: South Baldwin

WIOA Programs: Individual Training Accounts (ITA's) Adults, Dislocated Workers, Youth On-The-Job Training (OJT) Adults, Dislocated Workers, Youth, Work-Based Learning Youth 18-24 Years of Age. Partners include ADOL, WIOA, Adult Ed, and Ala. Dept. of Rehab Services. Youth Provider – Goodwill Easter Seals.

Jackson Career Center

Beverly Walker- Manager

Jackson@alcc.alabama.gov

3090 Highway 43

Jackson AL 36545

Phone: (251) 246-2453 FAX: (251) 246-4797

Counties Served: Clarke, Washington, Choctaw

WIOA Programs: Individual Training Accounts (ITA's) Adults, Dislocated Workers, Youth On-The-Job Training (OJT) Adults, Dislocated Workers, Youth, Work-Based Learning Youth 18-24 Years of Age. Partners include ADOL, WIOA, Adult Ed, and Ala. Dept. of Rehab Services. Youth Providers – DESI Career Training Center.

Mobile Career Center

Derrick Turner - Manager

Mobile@alcc.alabama.gov

515 Springhill Plaza Court

Mobile AL 36608

Phone: (251) 461-4146 FAX: (251) 461-4443

Counties Served: Mobile

WIOA Programs: Individual Training Accounts (ITA's) Adults, Dislocated Workers, Youth On-The-Job Training (OJT) Adults, Dislocated Workers, Youth, Work-Based Learning Youth 17-24 Years of Age. Partners include ADOL, WIOA, Adult Ed, and Ala. Dept. of Rehab Services. Youth Providers – Goodwill Easter Seals, Dearborn YMCA, DESI Career Training Center, Alabama Department of Rehabilitation Services.

Monroeville Career Center

Shirley Salter - Manager

Monroeville@alcc.alabama.gov

Monroeville AL 36460

Phone: (251) 575-3894 FAX: (251) 575-3351

Counties Served: Monroe and Wilcox

Itinerant Office:

Camden Career Center 7588

9:00 a.m. – 3:00 p.m., Every Tuesday

223-A Claiborne Street

Camden AL 36726

Phone: (334) 682-9428 FAX: (334) 682-9613

WIOA Programs: Individual Training Accounts (ITA's) Adults, Dislocated Workers On-The-Job Training (OJT) Adults, Dislocated Workers, Youth, Work-Based Learning-Youth 17-24 Years of Age. Partners include ADOL, WIOA, Adult Ed, and Ala. Dept. of Rehab Services. Youth Providers – Reid State Community College.

Analysis of Local Area Conditions and Needs

The Southwest Alabama Partnership for Training and Employment represents a nine county Workforce Development Area in the southwest region of the state. This area consists of Baldwin, Escambia, Choctaw, Clarke, Conecuh, Mobile, Monroe, Washington and Wilcox counties. The latest population estimate for this region as of 2017 is 751,884. The mean per capita income for the area as of 2017 was \$19,903. Manufacturing employment has grown over 11.0 percent. Primary metal manufacturing has grown 15.0 percent, and transportation equipment manufacturing has grown over 40.0 percent, with most of the growth being in ship manufacturing. Entry level employment in hospitality and service jobs show increases while retail jobs are declining.

By sector the top five employers in the region are health care and social assistance; retail trade; manufacturing; accommodation and food services; and educational services. The top five high-demand occupations are Registered Nurses; Computer User Support Specialists; Personal Care Aides; Aircraft Mechanics and Service Technicians; and Home Health Aides. The primary areas of wage and job growth are projected to be in areas including Aviation and Aerospace; Construction; Healthcare; Advance Manufacturing; Maritime; Airframe and Power plant Mechanic; Assembler; Electrical Maintenance/ Electrician Engineer; Lab/Med Technician; Mechanical Maintenance/Mechanical Engineer; Millwright; Pipefitter/Pipe welder; Registered Nurse and Ship-fitter.

Employers have ranked the following skills and abilities as critical for workforce success:

English Language 12.2%	Active Listening 8.93%
Critical Thinking 10.42%	Production and Processing 7.5%
Problem Sensitivity 7.10%	Speaking 8.14%
Customer & Personal Service 9.8%	Oral Expression 5.44%
Monitoring 9.57%	Operation Monitoring 6.29%
Mathematics 8.9%	Written Comprehension 5.27%
Reading Comprehension 9.01%	Coordination 6.18%
Oral Comprehension 6.31%	Computers and Electronics 5.2%
Mechanical 8.2%	

Region 7 has a current labor force of 323,544 as of April 2018. There are 303,425 individuals employed and 20,119 individuals who are unemployed for a regional unemployment rate of 6.6% which is above the national rate of 4.4%.

Within the current labor force, 83.9% hold a high school diploma while only 20.7% have a bachelor's degree. Labor market trends indicate that while most jobs will continue to be available to individuals without a college degree, these jobs will require skills training specific to the industry including computer literacy, strong reading and math skills and the ability to learn and apply new concepts.

Workforce development will continue to be challenged by barriers to employment including lack of reliable transportation, lack of childcare, and financial blockades that make participation in training extremely difficult, if not impossible, without substantial support.

Local Workforce Development Activity

The Southwest Partnership for Training and Employment has multiple providers of training including Bishop State Community College, Coastal Alabama Community College, a variety of occupational skill trainers such as Premier Truck Driving, Cardiovascular Ultrasound Institute, several Certified Nursing Assistant programs and apprenticeships through Austal ship building, Airbus USA and training through Union locals. There are also several four-year institutions offering key training in healthcare, engineering and other careers and occupations.

These resources offer a variety of choices to those seeking training but are limited in availability to WIOA eligible trainees. With a state cost cap of \$20,000 for total program cost, partnerships with four-year colleges and private for-profit training providers are extremely limited and many of the courses offered by community colleges have low performance results, limiting programs available for WIOA student enrollment.

At present, apprenticeships tend to be focused on skilled trades. This focus makes recruiting women into these careers more difficult. Some women have chosen to enter these trades, but many women do not desire to work in these jobs. Opportunities for On-the-Job training (OJT), Incumbent Worker Training (IWT) and Custom Training are available strategies that we will continue to apply when strong partnerships with area businesses can be formed. SWAPTE will continue to work with our current providers to develop and provide training that reflects area skill demands and will work to identify new providers to meet the wide variety of needs within the business community. We will also work with local industries to create training resources such as apprenticeships and OJT placements to assure that skills learned in training match those most in demand in the workplace.

Vision

The SWAPTE Workforce Development Board (SWAPTE WDB) envisions providing the structure and leadership needed in our region to bring together leaders in business, industry, education, economic development and community services to continually analyze, evaluate and address the challenges and barriers to economic growth. Working in partnership with the many entities that are focused on workforce development and the growth of business and industry, the LWDB believes that there is great potential for southwest Alabama to achieve consistent growth and provide employment opportunities for a diverse and growing workforce.

Goals

The local area is focused on several specific goals related to better preparing and educating a skilled workforce. First, we hope to identify and develop strategies to address key barriers to employment. We will also work with the K-12 school system and the community to reduce the high school drop-out rate and maximize the number of students who complete their secondary education and who have the opportunity to benefit from dual enrollment to access post-secondary and apprenticeship training. Expanding the credentialing options for jobseekers will also include expanding the number of options available through our Eligible Training Provider list.

Local Area Strategy

The overall strategy to work with our partners that carry out the core programs includes the alignment of available resources. This includes working with secondary schools to identify career paths for high school students that link effectively with post-secondary education in areas where job creation and demand are high. This also includes linking local apprenticeship opportunities to career tech curriculum to allow students to achieve a journeyman's status more quickly.

Identifying industries with aging labor forces, new skill needs or increasing demand and partnering with area community colleges to develop skills training for these industries will also be important to achieve our strategic vision and goals for southwest Alabama.

Collaboration with our partners who are charged with providing direct service to jobseekers will allow us to assure that all jobseekers receive the most holistic assessment and are provided with effective support and follow-up to prepare them for and link them to key career building resources. The LWDB will work to provide staff development to allow for cross training of case management staff. This will improve communication among partners. It will also improve our ability to assure that individuals are referred to appropriate providers who are positioned to address each participants' needs as identified in the Individual Employment Plan (IEP).

Programs included in the local area's workforce development system include;

The Southwest Alabama Partnership for Training and Employment (SWAPTE)- Serving as the administrative agent for the Workforce Development Board, SWAPTE coordinates WIOA training programs for Adults, Dislocated Workers and Youth and works with area business and industry through On-the-Job training and Incumbent Worker programs.

Alabama Employment Service – As the One Stop Operator for the Career Centers and manager of the State Labor exchange system, employment service staff are the initial point of interaction for Career Center customers seeking employment, veteran's services, job readiness information and referral to services provided by other system partners.

Alabama Department of Rehabilitation Services (ADRS) –Individuals with physical, learning or mental disabilities are referred to ADRS for expert assessment and customized assistance aimed at identifying and resolving barriers to employment.

Adult Basic Education (ABE) – Provided through the Alabama Community College System, ABE allows individuals who need academic assistance or who need help with English as a second language to improve their skills. Participants receive tutoring and access to practice tests for the GED so that they can prepare to take the exam if they need this credential.

In 2014, the Southwest Alabama region applied for a U.S. Department of Commerce (DOC) designation as a nationally recognized "Manufacturing Community" through the Investing in Manufacturing Communities Partnerships (IMCP). The Southwest Alabama region was named one of the first twelve (12) Manufacturing Communities in the U.S. and Advancing Southwest Alabama was born.

The Manufacturing Community designation allows the region to receive coordinated support from nearly a dozen federal agencies with \$1.3 billion available in economic development assistance. The focus of Advancing Southwest Alabama is workforce development and creating a strong innovation ecosystem.

Partnerships

The SWAPTE WDB will collaborate with core program providers, workforce development programs and programs of technical education to support service alignment and will implement strategies that reflect the statewide approach to improving the continuity of these efforts.

The Workforce Development Board will work with entities carrying out core programs to find strategies that will expand access to employment, training, education and supportive services for eligible individuals including those with barriers to employment. Examples of these strategies include meeting with partners to identify and prioritize barriers that can be addressed through supportive services resources. Once this list has been reviewed, the board will develop policies and procedures that expand our ability to address the most common barriers more effectively. These barriers may include access to transportation, personal identification and appropriate attire. The board will also continue to identify and facilitate applications for eligible training providers who offer training for skills needed in local high growth, high wage industries. Numerous actions will take place to achieve our goals.

The SWAPTE board will support the development of career pathways and co-enrollment in core programs when such strategies improve outcomes for the participant. The board will implement policies where needed to facilitate the use of dual enrollment and career pathway strategies among core program providers.

In order to improve access to recognized post-secondary credentials and/or a portable or stackable certificate, the board will identify courses of study offered by both post-secondary and through apprenticeship programs that are able to increase the number of students who can secure these credentials. The WDB will assist in promoting these programs and will work to have them included on the Eligible Training Provider list.

In order to facilitate engagement of employers in workforce development programs, the LWDB will utilize community outreach strategies such as our weekly e-news, speaking to business groups and associations and developing opportunities to interact with representatives of in-demand industry as well as with small businesses. Utilizing outreach such as this, our goal will be to increase the number of businesses that are aware of the resources that are available in Mobile.

Meeting the needs of the local business requires a workforce development system that is easy to communicate with, accessible and convenient to partner with. We will seek feedback from local area businesses regarding their needs on a regular basis to facilitate focus on putting policies and procedures in place to assure that the system meets the needs of our region.

The SWAPTE board will serve as a clearing house where representatives from business, industry, labor, education and government can share ideas, update all sectors of the workforce community on programs aimed at economic development and identify strategies to assure that efforts are coordinated and well planned. The WDB will work to make OJT and IWT resources available as part of the industry recruitment and retention strategy for the region.

Strengthening linkages between the One-Stop delivery system and the unemployment insurance programs will be a goal of the WDB. Strategies that provide better access to job search and training resources for individuals receiving unemployment will be developed and implemented with a goal of moving individuals back into the workforce as quickly as possible.

SWAPTE currently offers initiatives including incumbent worker training, on-the-job training, and the development of industry specific short-term training in partnership with local business and industry along with post-secondary education. The board will continue to support these strategies to serve the needs of this area. The board will also work to develop programs patterned on best practices that make career pathways, direct business service representatives and other strategies as effective as possible for meeting the needs of the business community.

The local board will work closely with all regional economic development activities. The WDB will provide awareness and information on such activities to the community as well as offering logistical support. When appropriate staff will be provided to implement activities related to workforce and economic development initiatives targeting this region.

The SWAPTE Workforce Development Board will work closely with the area Chambers of Commerce as well as local Universities to support and promote initiatives aimed at providing training and support for the skills needed to design and start businesses in the region. When possible, these initiatives will be promoted via the E-news and within the Career Center System. Entrepreneurial training programs will be evaluated for inclusion on the Eligible Training Provider list.

The One-Stop Delivery System

The SWAPTE WDB prioritizes providing services that demonstrate the ability to meet the needs of employers and job seekers. SWAPTE currently has six comprehensive One-Stop Career Centers in compliance with Section 121(e) (2) (A) of the Workforce Innovation and Opportunity Act. In order to assure that all Career Centers meet or exceed our criteria for quality, accessibility, and performance, the One-Stop committee of the WDB will schedule and carry out initial assessments for each center and issue a determination regarding Certification. Steps to improve any deficiencies will be taken as needed and each center will be reviewed no less than every three years per Section 101(d) (6) and 121 (g) (1).

The SWAPTE Board will address and comply with all applicable provisions of the Americans with Disabilities Act of 1990 regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities who seek services from system partners and programs.

Area training sites will be provided with regular feedback regarding their results and will be given support as needed to ensure their ability to demonstrate continuous improvement and meet or exceed negotiated performance goals. Employers and jobseekers will be given opportunities to provide feedback on their impressions of the training and will be able to offer suggestions on ways to make these programs more effective.

The SWAPTE WDB will review current resources with a goal of providing the best access to services for rural areas in southwest Alabama. Strategies such as regularly scheduled outreach initiatives in targeted communities or for specific industries will be reviewed. The utilization of available technology to connect jobseekers and businesses with one-stop system services will be implemented when possible.

Career Center Partners

Alabama Department of Rehabilitation Services (ADRS) – The Department of Rehabilitation Services Vocational Rehabilitation Services (VRS) provides specialized employment and education related services and training to assist teens and adults with disabilities to become employable. Services include skill assessments, counseling, training programs, job placement, assistive technology and transportation.

Adult Basic Education Activities – Adult Education services are offered through the Alabama Community College System. The services include literacy as well as GED preparation courses and assessment of skills including testing jobseekers to assure that they are prepared for success if they are seeking training.

Alabama Department of Labor – Wagner-Peyser, Unemployment Insurance, Trade Act, and Veterans Services – The Alabama Department of Labor (ADOL) houses the Wagner-Peyser program (Employment Service), Unemployment Insurance, Trade Act, and Veterans Services programs. Alabama Job Link is the online job seeker and employer registration system that provide job seeker skills, abilities and work history with employers posting job openings in the system. ADOL provides Trade Act services and Veterans employment representatives in the Career Centers.

The Southwest Alabama Partnership for Training and Employment, Inc. (SWAPTE) – SWAPTE provides the administrative support to the Workforce Development Board (WDB) and administers the funding for WIOA services in Region 7. These funds are utilized to provide occupational skills training for Adults and Dislocated Workers, and to provide programs for Youth focused on meeting the educational, job readiness and occupational skill needs for WIOA eligible youth age 17-24. SWAPTE also provides funding to support On-the-Job training and Incumbent Worker Training in partnership with local businesses and industries.

Alabama Department of Human Resources – TANF and SNAP – The Alabama Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP) are operated by the

Alabama Department of Human Resources. TANF provides family assistance including income to low income one parent families needing support to meet the basic needs for dependents. The welfare to work component of family assistance is known as the JOBS program. All clients receiving assistance are referred to the JOBS Unit for assessment regarding their skills, prior work experience and employability. Individuals on family assistance determined to ready to engage in work activities are placed in a work-related activity such as subsidized/unsubsidized employment, job search, job readiness classes, skills training or GED classes.

Service to Adults and Dislocated Workers

Adults and Dislocated Workers who are WIOA eligible can seek assistance at the Career Centers or online via the Alabama Job Link system. Individuals can register online from any internet accessible site and have their profile made available to employers seeking workers to hire. They can also come to the Career Center that is most convenient to them and receive assistance with registration, job search, resume creation and job readiness skills as needed. In the event they need training to obtain employment, SWAPTE will work with individuals to identify training opportunities including On-the-Job training (OJT) or will provide financial support for occupational training through our Individual Training Accounts (ITA's).

The current training supported by WIOA funding continues to expand via apprenticeships and outreach to local programs serving In-school Youth. OJT is currently utilized frequently and offers the most flexible training options. The success of OJT can be expanded as we work to make more businesses aware of the opportunity to hire and train individuals in the specific skills needed by a successful employee. With the low unemployment numbers in many of our communities, finding eligible individuals to fill open positions for our OJT partners has become more challenging.

Rapid Response

The SWAPTE Board will identify appropriate staff representatives to support rapid response activities and will assure that those staff are trained and aware of all available resources in southwest Alabama that may be needed to support individuals impacted by a WARN notice. These staff will attend all rapid response activities affecting the region and will facilitate the provision of services to individuals who are facing dislocation.

Youth Activities

Youth workforce investment activities are provided by a variety of training providers. Most programs are designed to serve youth that have dropped out of school or who have completed secondary school but who have substantial barriers to securing and maintaining employment. These programs focus on remediation of academic skills and preparation for taking the GED test. These programs also focus on work experience for who have never been employed. These youth receive job readiness training, financial literacy skills and are assisted with entry to post-secondary training or employment.

These programs have been effective in serving a very difficult to reach population of young people who would be very limited in their career choices without their GED. We also provide a work experience and skills training program for youth who are severely disabled due to a loss of hearing or vision. This program operates in partnership with the Alabama Department of Rehabilitation Services and offers tailored job development designed to utilize the skills and abilities of each participant. This program has resulted in many disabled youth gaining employment or identifying the type of career they wish to prepare for.

Beginning in 2019, SWAPTE will put in place providers to serve at-risk, low income In-School Youth. These services will be targeted at drop-out reduction and will include career exploration and support to help this population more effectively access jobs and occupational training after high school.

Education

The Southwest Alabama Partnership for Training and Employment will prioritize the goal of coordinating secondary and post-secondary education programs and activities with education and workforce investment activities. We will provide regular opportunities for leaders from each system to offer reports on their ongoing efforts to develop strategies, enhance services and avoid duplication in their programs. Board members will be able to learn about education system goals and outcomes and will be able to bring their ideas and input to the discussion in the ongoing effort to streamline partnerships and communication across platforms.

Supportive Services

The SWAPTE WDB will periodically review the availability of transportation and other supportive services in the region and will identify positive and negative impacts experienced by those seeking training and employment. Board members will be able to learn about challenges faced by these individuals and will be able to advocate for new or expanded resources to address the challenges as needed.

Service Coordination

The SWAPTE WDB will maximize coordination and ongoing improvement of service delivery within the system by facilitating ongoing interaction between system managers and when appropriate system customers. This will assure effective communication of the policies and practices that have been implemented to minimize duplication of services between one-stop partners.

The board will work to assure coordination between Workforce Innovation and Opportunity Act programs with Adult Basic Education and literacy activities. If needed, the board will establish a committee to review local applications submitted under Title II and will promote concurrent enrollment in programs and activities as appropriate.

Memorandums of Understanding - See Attachment D

Performance

SWAPTE will continue to negotiate levels of performance consistent with WIOA sec. 166(c) with the Workforce Development Division (WDD). These performance levels will be included in each year's Grant Agreement. These levels will be negotiated when the U.S. Department of Labor and other applicable federal agencies finalize performance levels for the State. In order to remain a high-performing board, the Local Board will review the factors developed by the State Board and will implement any required actions to address any identified deficiencies.

Provision of Services

SWAPTE, Inc. will utilize Individual Training Accounts (ITA's) as the primary method for providing training services to adults and dislocated workers. ITA funds will be allocated to training providers based on performance, demand and cost. Individuals seeking training will apply at the training provider of their choice and when accepted will bring a letter of acceptance to a Career Center in the region. At that time the individual will be screened for WIOA eligibility and if deemed eligible, they will be assigned one of the allocated training slots for that training provider.

SWAPTE, Inc. may contract for services in special circumstances where a special credential is needed by the business community and when securing a dedicated class for eligible trainees is the most efficient method for making such training available.

Individuals receiving an ITA or who participate in a contracted class may not be eligible for additional ITA based training and may not be eligible to participate in both.

Career Center Service Coordination

Data Management

At present, WIOA and Career Center partners share the Alabama Joblink data system to track workforce development services for individuals in our area. We anticipate a wider range of partners to be linked when the initiation of the Geo-solutions data system takes place in 2020.

Priority of Service

SWAPTE has established policies that ensure priority for adult career and training services will be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Individuals who seek training are screened for economic eligibility and if fewer openings for training exist than applicants, those who meet this criterion are served first.

Career Center policy addresses the Jobs for Veterans Act in several ways. As jobseekers enter the facility, signs indicating that veterans receive priority service are prominently posted. Individuals who identify as veterans are screened by the staff and are referred to veteran's services staff if available. If appropriate, veterans are then referred to SWAPTE/WIOA or other Career Center partners to receive service and if fewer openings for training exist than applicants, those who meet the veteran criteria are served first.

Service Provider Selection Policies

The Competitive Proposals method is used to secure Youth Training Providers/vendors who will provide ongoing services over a specific period and with a specific scope of work. SWAPTE issues a Request for Proposals (RFP) to solicit offers from entities qualified to provide the services at a reasonable price, in accordance with specifications. The RFP process is preferred because it allows proposers flexibility in their responses and allows SWAPTE to fully evaluate both the technical and cost/price aspects of any proposal. It also allows for a close evaluation of proposer responsibility. In competitive procurement actions, SWAPTE takes steps to assure full and open competition to the extent practicable.

SWAPTE maintains a list of potential service providers that can be notified in the event an RFP is released. In general, any entity can be placed on our list upon written request. SWAPTE imposes no standing pre-qualification procedures. If there are instances where some restrictions concerning who may compete might be appropriate (or required by WIOA), SWAPTE will document that fact in its procurement planning and address it in the RFP packages.

Entities that do not respond after being notified of three or more RFP/ITB opportunities may be dropped from the standing service provider list. Any RFP released by the SWAPTE WDB is publicized through advertisements in local newspapers. Usually, ads are placed in the daily newspaper, and in at least one of the weekly newspapers published in the area. Other means of publicity may be employed, if determined by the WDB to be appropriate in order to enhance the prospects for more and better competition. It is the SWAPTE WDB policy that interested parties have adequate time to respond to any solicitation. In most circumstances the time period between the release of an RFP and the response deadline date/time will be no less than three (3) weeks.

Once an RFP is released, it is the WDB's usual policy to continue to provide copies to any interested entity throughout the response time period. If circumstances warrant, the LWIA may waive this policy if it has determined that competition should be restricted to pre-qualified competitors. Any such decision will be made during the procurement planning and addressed in the RFP package. The WDB may elect to conduct a proposers or bidders conference during an RFP process in order to assist interested proposers/bidders in the preparation of their responses. The decision to hold, or not hold, a conference will be made during procurement planning and addressed in the RFP packages. In general, prospective responders are not required to attend any such conference. If the WDB were to determine it to be appropriate to require attendance at any RFP conference(s), the rationale for such a determination will be documented in the procurement planning and addressed in the RFP packages.

Procurement instruments released by the SWAPTE WDB contain, as a matter of routine, disclaimers to note that the WDB may cancel and/or amend a procurement action and may reject any or all offers. Further disclaimers also note that the board is not obligated to award any contract or to pay any cost incurred by an offeror in undertaking a response to any RFP. In solicitation offers and response evaluations the WDB considers Community Based Organizations (CBO). A CBO may be placed on the list(s) of potential providers upon written request. The WDB reviews its list(s) of potential providers from time to time to assure that an adequate number of CBO entities are represented.

In any evaluation of an offer from a CBO, the SWAPTE WDB considers the CBO's record of past performance in the delivery of similar or related employment & training services, even though the services may or may not have been provided with WIOA funding.

The Southwest Alabama Partnership for Training and Employment provides appropriate education agencies with the opportunity to submit offers to provide education services or other employment & training services. Area education agencies are represented on the WDB's lists of potential service providers. In any determination by the WDB to use other entities for educational services for Youth, the WDB will document that the use of another entity to provide such services would be more effective.

Youth Grants

The local board criteria for awarding grants for youth activities are established based on the target population to be served. Grants designed to serve youth are procured based on a competitive process. Successful proposers must demonstrate their ability to recruit eligible participants and provide the required service elements to those they enroll. Grants are awarded to organizations or businesses that provide evidence that they have the capacity and experience to manage federal funding, provide accurate reporting and achieve success in meeting the performance goals as required by SWAPTE, Inc.

Eligible Training Providers

Training providers interested in offering services to WIOA eligible students in Region 7 will be provided with information regarding the application process as outlined by the Alabama Department of Commerce. Once a provider has been approved for inclusion on the State Eligible Training Provider List, SWAPTE will provide them with information regarding the allocation of available funds, student eligibility and the process for student enrollment.

SWAPTE will consistently communicate with all service providers regarding the need for timely reporting of program outcomes. Staff will also work to verify reported results via contact with participants to assist providers in collecting all performance information. Staff will also utilize the Unemployment wage records to track and verify participant employment post program exit for all providers.

Monitoring & Oversight Policy

See Attachment – E

Grievance Procedures and Policies

See Attachment – F

Comment Period

The 4 Year Plan 2019-2022 for the Southwest Alabama Partnership for Training and Employment has been developed on a very short timeline that limited public input prior to submission of the plan. Following a review of the initial plan by the Workforce Development Board, the plan will be made available for a period of public input. Any revisions that result from that input will be integrated into the plan and the modified plan will be reviewed by the local board and submitted to the State for approval.

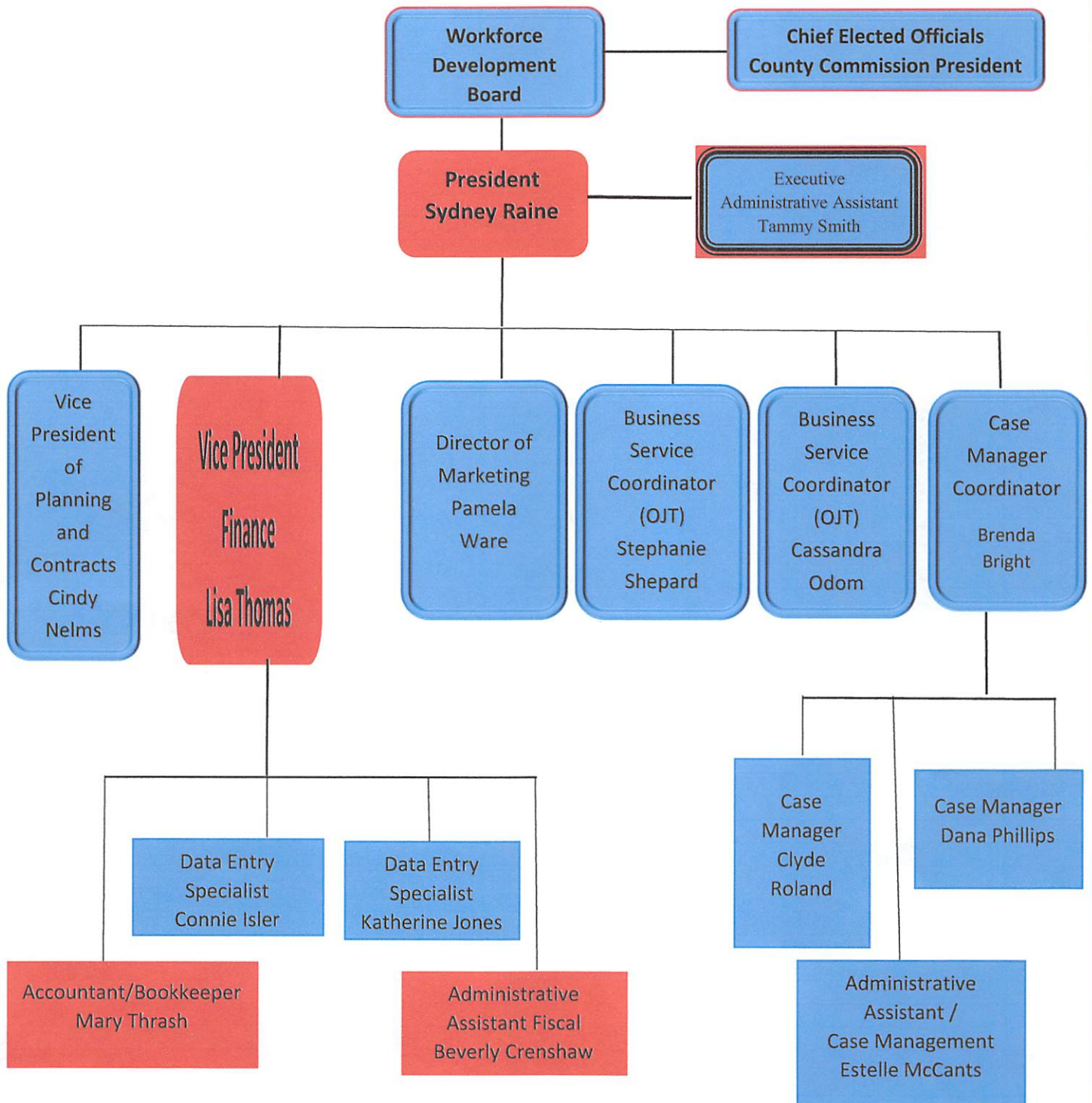
Assurances

See Attachment - G

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Attachment – A

Regional Organizational Chart



Attachment – B
Board of Directors
7/1/2017

**Southwest Alabama Partnership for
Training and Employment
Board of Directors
2018-2019**

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Attachment – C

Chief Elected Officials Council

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WILCOX JOHN MOTON, JR. Commission Chairman	334-455-9065 334-682-6304 Fax: 334-682-9621	12 WATER ST CAMDEN, AL 36726	EMAIL: johnmoton@gmail.com Demetria Scott Co. Admin. wilcox@frontiernet.net Commissioner McIntosh jirah@frontiernet.net
CLARKE TYRONE MOYE Commission Chairman	251-275-3507 CELL: 251-769-6979 Fax: 251-275-8517	114 COURT ST GROVE HILL, AL 36451	EMAIL: tyrone1_moye@yahoo.com Rick Harvey – Co. Admin. rharvey@clarkecountyal.com Commissioner Tyrone Moye tyrone1_moye@yahoo.com
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MONROE SONYA STINSON Commission President Probate Judge	251-743-4107 x120 or 251-743-4160 x103 Fax: 251-575-4756	65 NORTH ALABAMA AVE MONROEVILLE, AL 36460	EMAIL: sstinson@monroecountyal.gov Gwen Richardson - Co. Admin gwenrichardson@monroecountyal.gov Beverly Reeves – Chief Clerk breeves@monroecountyal.gov
CONECUH MICHAEL RILEY Commission Chairman	251-578-7001 Fax: 251-578-7002	111 COURT ST EVERGREEN, AL 36401	EMAIL: bbq@frontiernet.net Stephanie Brown – Co. Admin. sbrown@conecuhcounty.us
BALDWIN CHARLES F. GRUBER A.K.A. SKIP Commission Chairman	251-937-9561 Fax: 251-972-8503 251-990-4606	22251 PALMER ST ROBERTSDALE, AL 36507	EMAIL: @baldwincountyal.gov Ron Cink – Co. Admin. rcink@baldwincountyal.gov Gloria Bitto – Chief Admin. Asst. gbitto@baldwincountyal.gov cgruber@baldwincountyal.gov
ESCAMBIA RAYMOND WIGGINS Commission Chairman	251-867-0208 Fax: 251-867-0275	314 BELLEVILLE AVE BREWTON, AL 36427	EMAIL: rwiggins@southernpine.org Tony Sanks – Co. Admin. tsanks@co.escambia.al.us
MOBILE Connie Hudson Commission President	251-574 - 1000 Fax: 574-9110	205 GOVERNMENT ST MOBILE, AL 36602	EMAIL: chudson@mobile-county.net John Pafenbach – Co. Admin. jpafenbach@mobile-county.net Debra McCarroll – Exec. Admin. dmccarroll@mobile-county.net

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Updated 6/25/2019

Commission Rotation Chart

COUNTY	PRESIDENCY CHAIRMAN	TERM OF PRESIDENCY ROTATION	CURRENT PRESIDENT OR CHAIR	TERM BEGINS	TERM ENDS	NEW
Baldwin	Commissioner	One year	Charles F Gruber a.k.a. Skip	OCT 2018	OCT 2019	X
Choctaw	Probate Judge	6 years	Michael Armistead	JAN 2019	JAN 2025	
Clarke	Commissioner	Nine months	Tyrone Moye	APRIL 2019	JAN 2020	X
Conecuh	Commissioner	9 months, 20 days	Michael Riley	APRIL 13, 2019	JAN 20, 2020	X
Escambia	Commissioner	One year	Raymond Wiggins	JAN 2019	JAN 2020	
Mobile	Commissioner	18 months	Connie Hudson	MARCH 2018	NOV 2019	
Monroe	Probate Judge	6 years	SONYA STINSON	JAN 2019	JAN 2025	X
Washington	Commissioner	Nine months	Allen Bailey	JAN 2019	OCT 2019	
Wilcox	Commissioner	Two years	John R. Moton, Jr.	NOV 2018	NOV 2020	

MEETING SCHEDULE OF REGION 7 COMMISSION

Baldwin County Commission meets 2nd and 4th Tuesday, at 8:30 a.m., of each month, with the location of the work sessions rotating between the Baldwin County Administration Building in Bay Minette, Foley Satellite Courthouse, Fairhope Satellite Courthouse and the Baldwin County Central Annex Building in Robertsdale.

Choctaw County Commission — 9 a.m. Every 1st & 2nd Tuesday

Clarke County Commission meets every second and fourth Tuesday at 9:00 a.m. in the Annex Building of the Clarke County Courthouse in the Commissioners Courtroom located at 114 Court Street.

Conecuh County Commission meets 2nd & 4th Monday 9:00 a.m.

Escambia County Commission meets on the 2nd and 4th Mondays of the month at 9 am in the Commission Chambers on the 2nd floor of the Escambia County Courthouse at 314 Belleville Avenue in Brewton.

Mobile County Commission meets on the 2nd and 4th Mondays of the month at 10:00 a.m.

Monroe County Commission meets every other Tuesday at 9:00 a.m. in the Commission room of the Courthouse

Washington County Commission meets 2nd & 4th Monday 10am

Wilcox County Commission meets 2nd & 4th Monday 5:30 p.m.

Attachment – D

Regional MOU

MEMORANDUM OF UNDERSTANDING SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT CAREER CENTER PARTNERS

Purpose

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities of the Alabama Career Center partner agencies who are co-located in Southwest Alabama for the provision and improvement of employment and training services provided to citizens residing within the nine county area that makes up the Southwest Alabama Partnership for Training and Employment (SAPTE). These counties include Baldwin, Choctaw, Clarke, Conecuh, Escambia, Mobile, Monroe, Washington and Wilcox. This MOU is between the Workforce Development Board (WDB) and these career center partners.

The Workforce Development Board is made up of members appointed by Chief Elected Officials from each county and is certified by the State Workforce Board and by the Governor. It is a requirement of the Workforce Innovation and Opportunity Act of 2014. This MOU establishes guidelines used by the career center operator and career center partners in creating and maintaining cooperative working relationships. The WDB has designated the Alabama Department of Labor (ADOL) as the career center operator as outlined in the contract agreement for One-Stop Operations that has been approved by the WDB and the Chief Elected Officials Council (CEOC).

Strategic Vision and Goals

The vision we share for Alabama's Career Centers is an integrated system that provides high quality career services, is employer driven, customer centered and tailored to meet the workforce needs of the region. These services are designed to increase access to resources, information, guidance and support for unemployed or underemployed citizens, dislocated workers and youth to develop needed skills through education, training and job placement services. The primary goal of the system is to focus on improving ways to assure that workforce development and education are aligned with local and regional economic development strategies to meet the skills needs of local and regional employers.

The goals of the career center operator and the career center partners are: 1) assist jobseekers with accessing the education and training needed to obtain, retain and advance in employment, 2) improve the skills of customers by offering education and training for industry recognized credentials through apprenticeships or career pathways, 3) offer quality business services by understanding the skill needs of area businesses and industries and assisting with recruitment and talent development, 4) enhance participation and performance of customers at all levels of skill and experience, and 5) improve the effectiveness of serving both individuals and businesses.

Achievement of these goals will allow SAPTE to connect agencies and service providers to a workforce development system that prepares individuals for high skill and high wage occupations based on a strong labor market. A strong job-driven workforce system will be economically beneficial

to both the job seeker and employers and will result in the region and the State becoming even more competitive in the global market.

CAREER CENTER PARTNERS' PROGRAMS AND ACTIVITIES:

The following are the agencies that will form the comprehensive Alabama Career Center System within the SAPTE region, along with their various services and funding resources that each brings to the operation:

Southwest Alabama Partnership for Employment and Training (SAPTE)

SAPTE administers Workforce Innovation and Opportunity Act (WIOA) Title I programs serving Youth, Adults, and Dislocated Workers who seek assistance at a Career Center in one of nine Alabama counties including Baldwin, Escambia, Choctaw, Clarke, Conecuh, Mobile, Monroe, Washington and Wilcox. These services are funded through WIOA and provided by staff employed by SAPTE at the Mobile Career Center and by staff employed by the Alabama Department of Labor who are located within the Alabama Career Center System locations in this area in locations other than Mobile. These programs and services include the following;

Basic Adult and Dislocated Worker Career Services that will include (at a minimum)

- Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs.
- Outreach, intake, and orientation to information and other services available through the Career Center System
- Initial assessments of skill levels including academic skills, aptitudes, abilities (including skills gaps), English language proficiency, and supportive services needed
- Provision of referrals to and coordination of activities with other programs and services, including those within the Career Center System and when appropriate other workforce development programs
- Access to information relating to local occupations in demand and the earnings and skills requirements for such occupations
- Access to program performance and cost information for eligible training providers by program and type of providers
- Access to information on local area Performance Measures and any additional performance information with respect to the Alabama Career Center System in the region.
- Access to information relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through State's Medicaid program and Children's Health Insurance Program; benefits under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance services sponsored through the U.S. Department of Housing and Urban Development (HUD); and assistance under the State program for Temporary Assistance for Needy Families (TANF), and

- other supportive services and transportation provided through that program
- Access to information regarding filing claims for unemployment compensation
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under the WIOA and that are available in the local area
- Follow-up services including counseling regarding the workplace, for participants in workforce development activities who are placed in unsubsidized employment, for not less than 12 months after the first day of employment, as appropriate.

Individualized Adult and Dislocated Worker Career Services including:

A comprehensive and specialized assessment of skills levels, aptitudes, abilities and needs which will include:

Diagnostic testing and use of other assessment tools; and/or in-depth interviews and evaluations to identify employment barriers, supportive service needs, and appropriate goals.

Development of an Individual Employment Plan (IEP) that will include employment goals, appropriate planning objectives and the appropriate mix of services (both WIOA and non-WIOA) that are available in the local area and are necessary for customers to achieve employment goals.

- A. Career Planning activities
- B. Labor Exchange Activities
- C. Individual career counseling/planning
- D. Group career counseling
- E. Referral to Training Services
- F. Out-of-area job search and relocation assistance
- G. Short-term pre-vocational services and activities provided through the Alabama
- H. Career Center System to include:
 - a. learning skills
 - b. communication skills
 - c. interviewing skills
 - d. punctuality and personal maintenance skills
 - e. professional conduct skills
 - f. other skills development designed to prepare job seekers for unsubsidized employment
 - g. Financial literacy workshop services
 - h. Internships and work experiences that are linked to careers
 - i. Case Management Services that commence with enrollment into Individualized Career
 - j. Services and continue throughout an individual's need for assistance.

Training Services funded with WIOA monies are provided for Adults, Dislocated Workers and Youth and include the following;

- Training Services directly linked to job opportunities in the local area that may include:
 - Occupational skills training, including training for non-traditional employment such as dedicated classroom training, and Individual Training Accounts (ITAs)
 - On-The-Job training (OJT)
 - Programs that combine workplace training with related instruction, which may include:
 - ◆ cooperative education programs
 - ◆ training programs operated by the private sector
 - ◆ skills upgrading and retraining
 - ◆ apprenticeship training
 - ◆ entrepreneurial training
 - ◆ job readiness training
- Adult education and literacy training
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

Youth Services are funded with WIOA monies and are provided by a network of contracted Youth Service Providers in conjunction with Case Managers located in the Alabama Career Center System. These services include the following;

Tutoring, study skills training, and instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential. Youth may also participate in activities and programs which may include;

- alternative secondary school services, or dropout recovery services, as appropriate;
- paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences;
- summer employment and other employment opportunities available throughout the school year
- pre-apprenticeship programs
- internships and job shadowing
- On-the-Job Training opportunities
- occupational skills training through Individual Training Accounts
- education offered concurrently with and in the same context as workforce preparation

activities and training for a specific occupation or occupational cluster including dual enrollment programs

- leadership development opportunities, which include community service and peer centered activities encouraging responsibility and other positive social and civic behaviors
- supportive services
- adult mentoring for a duration of at least 12 months that may occur both during and after program participation
- follow up services for not less than 12 months after the completion of participation
- comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth
- 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 services and,
- activities that help youth prepare for and transition to post-secondary education and training.

WIOA-funded Youth programs are intended to act as intermediaries, partnering with various publicly and privately funded organizations to insure that all fourteen youth elements are available to all youth participants.

SAPTE staff participate in providing Rapid Response services to workers affected by mass layoffs and/or plant closures. General Employee Meetings hosted by State Rapid Response staff disseminate information on social services, pension and retirement funding, unemployment compensation benefits, insurance replacement benefits, eligibility for federal training/retraining dollars, and services provided through Alabama Career Center System and many others.

Alabama Department of Labor:

The Alabama Department of Labor (ADOL) delivers a wide array of workforce services to job seekers and employers through the Alabama Career Center System. Among these services are mandated programs in WIOA to include: Employment services, Veterans Employment services, Unemployment Insurance, Trade Adjustment Assistance, and Labor Market Information.

Employment services funded by Wagner-Peyser represent the primary delivery system for labor exchange career basic services for job seekers and employers to include:

- ❖ Outreach, intake, registration, and orientation to information and other services available through the Alabama Career Center Systems
- ❖ Determination of eligibility to receive WIOA funded services and training
- ❖ Initial assessment of skill levels, aptitudes, abilities, and supportive services needed

❖ Labor exchange services including:

- Job search and placement assistance
- Resume preparation and where appropriate, career counseling
- Referrals to and coordination of activities with other programs and services
- Workforce Labor Market information, including the provision of accurate information relating to local, regional, and national labor market areas
- Performance and cost information on programs that have been identified as eligible training service providers
- Information regarding performance measure outcomes and any other performance information with respect to the local Career Center;
- Information relating to availability of supportive services including child care and transportation and referral as appropriate;
- Information and assistance regarding filing claims for unemployment compensation
- Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not funded by WIOA
- Business services including recruitment, screening, and training opportunities for new or existing employees

Employment service staff also deliver Veterans Employment and Training Program services to eligible veterans. Veterans' services are augmented by Local Veteran's Employment Representatives (LVER) and Disabled Veteran's Outreach Program (DVOP) staff located in select Career Centers serving large veteran populations. Veterans receive Priority of Service when any resource is limited assuring that veterans have maximum access to assistance.

Trade Readjustment Act/Trade Assistance Act training programs are designed to assist dislocated workers who lose jobs due to foreign imports. These programs are closely coordinated with WIOA funded activities.

ADOLs Labor Market Information Division has been designated by the Governor as the entity responsible for managing the Employment Statistics System for the state of Alabama.

Alabama Department of Rehabilitation Services:

The mission of the Department of Rehabilitation Services (ADRS) is to enable Alabama's children and adults with disabilities to achieve their maximum potential. ADRS is comprised of state and federal programs that provide a continuum of services from birth throughout one's lifetime for Alabamians with disabilities. Operationally, ADRS' programs function within four (4) divisions: First, Alabama's Early Intervention System (AEIS) provides supports and services for infants and toddlers birth through age 2 (0 to 36 months of age) who have a medical diagnosis that can delay normal development or who have a developmental delay causing the child to not meet developmental milestones. Second, Children's Rehabilitation Service (CRS) is

a statewide organization of skilled professionals providing quality medical, rehabilitative, coordination and educational support services for children with special health care needs and their families. Third, Vocational Rehabilitation Services (VRS) provides rehabilitation, education, and employment-related services to adolescents and adults with disabilities to assist them in becoming employed. Fourth, The State of Alabama Independent Living/Homebound Service (SAIL) provides specialized in-home education and counseling, attendant care, training, and medical services to Alabamians with the most-significant disabilities.

Vocational Rehabilitation Services are designed to empower individuals with disabilities to maximize their employment, economic self-sufficiency, independence, inclusion and integration into society. Services to eligible individuals with disabilities are delivered through an Individualized Plan for Employment and include, but are not limited to the following:

1. Vocational evaluation and counseling/guidance.
2. Job Training and related services.
3. On the job training (OJT).
4. Paid Work Experience.
5. Pre-employment transition services for students.
6. Medical and psychiatric referral/treatment.
7. Assistive technology/equipment.
8. Rehabilitation Teaching & Orientation and Mobility training for blind individuals.
9. Job development and Job placement.
10. Post-employment assistance.
11. Employment and disability related services for businesses.
12. Supported Employment

VRS utilizes a vast, coordinated network of partner state agencies, community rehabilitation programs, local school systems, postsecondary institutions, and consumer organizations to achieve its goals. VRS has embraced the vision of the Career Center System in Alabama and is committed to be a full and active partner in the system in order to increase the employment of individuals with disabilities in Alabama. VRS will coordinate services with Career Center partners to ensure that individuals with disabilities receive the most integrated services available through structured and accessible program delivery that is consistent with existing local policies and procedures.

Telamon Corporation funded by WIOA:

The Telamon Corporation, a private non-profit corporation, is the National Farmworker Jobs Program (NFJP) operator that delivers services to the Migrant and Seasonal Farmworkers throughout the State of Alabama. Section 167 of the Workforce Innovation and Opportunity Act offers an array of services to the migrant and seasonal farmworkers and their families that more broadly addresses the needs that exit for those who perform seasonal agricultural labor, and suffer its debilitating effects on their lives. For this reason, operators are able to offer assistance to eligible individuals who remain in agriculture as well as those who choose to pursue more stable employment. As such, the provision of intensive services is more expensive and the operators provide other services, classified as *Related Assistance* that meets emergency needs or improves one's chances of surviving the seasonal agricultural employment environment.

A summary of program services encompasses the following activities to assist in meeting the needs of farmworker families as well as addressing the needs of an individual farmworker;

- ❖ Customer eligibility determination and assessments;
- ❖ Information and referral based on customer needs for education, employment, or other assistance or services
- ❖ Job readiness and skills counseling;
- ❖ Remedial education instruction;
- ❖ English language program;
- ❖ Job development and job placement;
- ❖ Work experience activities;
- ❖ On-the-Job training;
- ❖ Worker Safety training;
- ❖ Child Care;
- ❖ Housing/relocation assistance;
- ❖ Transportation;
- ❖ Emergency and special needs supportive services;
- ❖ Customer case management; and
- ❖ Follow-up services

Currently, there are field offices located in Dothan, Oneonta, Mobile and the State office is located in Montgomery for a statewide delivery of program services. As a Career Center Partner, the Telamon field office located in Mobile is located inside the Alabama Career Center through provisions outlined in cost sharing agreement. Telamon programs are rooted in the communities served. Through grant support and cooperative agreements, the program coordinates with the career centers partners and various local partners to ensure quality service delivery.

Alabama Community College System:

The Alabama Community College System is the state designated agency responsible for administering the Title II Adult Education and Family Literacy Act (AEFLA) under the Workforce Innovation and Opportunity Act (WIOA). The Adult Education (AE) Department allocates the federal and state funding to eligible providers selected through a competitive bid process. The adult education provider network consists of 27 providers with over 300 locations servicing the 67 counties in the state. Adult education services are available throughout the Alabama Career Center System service area. As identified in the Workforce Innovation and Opportunity Act the adult education providers create programming opportunities for adult learners to improve skills in reading, writing, mathematics, and communications for success in postsecondary education, training and/or sustainable employment.

The specific services offered by adult education programs under WIOA include:

- ❖ adult education and literacy
- ❖ workplace adult education and literacy
- ❖ family literacy
- ❖ English language acquisition
- ❖ integrated English literacy and civics education
- ❖ workforce preparation
- ❖ corrections education & re-entry
- ❖ integrated education training

All adult education providers have a focus on expanding low-skilled individuals' access to career pathways in high-demand occupations. Diagnostic testing identifies individual needs by assessing one's educational level and to assist in the development of an individualized education plan. The plan is designed to support learners in attaining their educational and employment goals. For many learners, the initial goal is to earn a high school equivalency as determined by the General Educational Development (GED) assessment. Instructional methods are tailored to meet the needs of the learners and to prepare them for postsecondary education, training, and/or employment opportunities. Methodologies include individualized and group instruction that incorporates technology and is aligned to college and career readiness standards. Contextualized curriculum and integrated education and training models are increasingly utilized to enhance skills and ensure students can apply their knowledge to attain stackable industry recognized credentials which will lead to gainful and sustainable employment.

Adult education services provide the academic instruction that many Alabamians need to secure the required credentials for obtaining and maintaining employment. According to the American Community Survey 2010-2014 five year estimate, 16% of Alabamians 25 years old and older do not have a high school credential or its recognized equivalent. Most adult education students read at the seventh grade level or lower. Studies have shown that the lack of basic literacy and numeracy skills and the lack of application of that knowledge is one of the most persistent barriers to obtaining employment. Adult Education classes provide the means to prepare students with the basic academic skills and training that are fundamental to success.

Adult education services are available in all Alabama Comprehensive One-Stop Career Centers and available in Affiliate Career Center locations when practical. Information regarding the location(s) and schedule(s) of all adult education offerings are available in the Career centers.

Non Co-located Agencies available for referral:

Department of Human Resources:

The Department of Human Resources was created to administer the programs affiliated with the Social Security Act. The primary goal of the Department has been and remains to assist people in need. To that end the Department currently provides, Cash Assistance via the Temporary Assistance for Needy

Families Program (TANF). Food Assistance via the Supplemental Nutrition Assistance Program (SNAP), Child Support Enforcement Services, Adult Protective Services, Child Protective Services, Adoption Services, Foster Care Services, and Child Care Services.

This is accomplished through staff in every county office and administered by the five major divisions of the state office. They are the Food Assistance Division, the Family Assistance Division, the Child Support Enforcement Division, the Family Services Division and the Child Care Services Division.

The Family Assistance Division

The Family Assistance Division administers programs funded by the Temporary Assistance for Needy Families (TANF) Block Grant which are designed to provide benefits and services to needy families with children so that children may be cared for in their own homes or in the homes of relatives. These services also promote job preparation, work, healthy relationships and the prevention of out of wedlock pregnancy with the ultimate goal of achieving self-sufficiency.

Cash assistance is issued on bank cards by Electronic Benefit Transfer (EBT). Recipients are forbidden to use benefits to purchase liquor, wine, beer, tobacco products or lottery tickets. The use of EBT cards is also prohibited in certain establishments. The Family Assistance Division also administers the Department's welfare to work program, known as JOBS.

The JOBS Program

This program is operational in every county DHR office. The Program provides services and work supports to parents receiving cash assistance to help them find and retain employment. These services and supports seek to address barriers such as lack of adequate child care, poor access to transportation, limited work experience, domestic violence and substance abuse, all which greatly limit the ability to obtain and retain employment.

Services also include employability assessments, job readiness and job skills training, disability assessments and adult education. Following an initial interview which involves individual and family assessments, JOBS case managers provide services directly or by referral to other agencies.

Possible additional assistance includes but is not limited to:

- Payment or reimbursement of child care expenses related to work and training
- Payment or reimbursement of transportation expenses related to work and training
- Purchase or reimbursement of work required clothing or shoes
- Purchase or reimbursement of work required supplies/tools
- Payment or reimbursement of GED courses, testing and supplies
- Payment of limited expenditures related to avoiding or escaping domestic violence

The Food Assistance Division

The Food Assistance Employment and Training (E&T) Program has established a partnership with the Department of Labor (DOL) to assist Supplemental Nutrition Assistance Program (SNAP) clients. DOL administers services for SNAP E&T participants, who are Able Bodied Adults without Dependents (ABAWDs), through the Alabama Career Centers. ABAWDs are targeted to receive services to assist them in maintaining their Food Assistance eligibility while seeking and obtaining gainful employment.

Alabama Department of Senior Services:

The Alabama Department of Senior Services (ADSS) is designated as the state entity on aging and as such, the ADSS is the lead agency relative to all aging issues on behalf of older persons in the State. This means that the ADSS proactively carries out a range of functions related to advocacy, planning, coordination, interagency linkages, monitoring, and evaluation designed to lead to the development of comprehensive, coordinated community-based systems throughout the State. Through thirteen regional Area Agencies on Aging, the ADSS provides for services supported by the Older Americans Act, Title XIX of the Social Security Act, and other federally supported grants.

The Department of Senior Services responds to a critical need in the field of aging: Older Worker Employment. ADSS directs the Title V Senior Community Service Employment Program. This program known as SCSEP provides part time community service work assignments for persons with low incomes who are 55 years of age and older while promoting transition to unsubsidized or gainful employment. The SCSEP program is administered through a grant from the US Department of Labor funded through Title V of the Older Americans Act of 1965 with its amendments. In Alabama there are 810 authorized slots, with a total budget of approximately \$7.4 million dollars. The Alabama Department of Senior Services is responsible for ten Councils of Local Government and one Area Agency on Aging administering local Senior Employment Programs serving 57 of Alabama's 67 counties.

These service providers collaborate with ADSS and the two national contractors for equitable distribution of the senior worker slots within the planning and service areas of all 67 counties in Alabama. Easter Seals, Inc. serves 14 counties and Senior Service America serves 53 counties. Senior Services America administers 394 slots and Easter Seals, Inc. administers 251 slots with the remaining 165 administered by the ADSS.

Under Title III of the Older Americans Act, the ADSS provides for such services as nutrition, transportation, information and referral, outreach, legal assistance, recreation, in-home supportive services, and long-term care ombudsman services for Alabamians age 60 years and over. The ADSS administers the Title XIX Medicaid Waiver home and community-based services program, which is designed to serve the Medicaid-eligible client who requires nursing care and is at risk of nursing home placement.

Job Corps:

Two Job Corps Centers are located in Alabama, one in Gadsden and one in Montgomery. Job Corps is a federally funded job- training program for disadvantaged youth, ages 16-24, in need of education and training in a variety of marketable skills, and job placement assistance to graduates. The Montgomery and Gadsden Job Corps Centers offer core services to their clients according to the provisions of the Workforce Investment Act. Job Corps centers offer a broad array of training services to low-income youth within their service area. Services are offered to commuter clients as well as offering residential facilities for youth outside the commuting area.

Employment and Training Activities -The Department of Housing and Urban Development (HUD):

Housing First provides case management to individuals who are homeless and provides them with emergency housing, supported housing and links to work readiness and occupational skills. These resources are provided with a focus on moving each individual to self-sufficiency.

Native American Programs funded by WIOA:

There are currently two Native American grantees funded under the authority of the Workforce Innovation and Opportunity Act, section 166, Indian and Native American Programs (INA) in Alabama. These INA grantees are represented on the Alabama WIOA Local Board by a representative of the Intertribal Council of Alabama, a private non-profit corporation. The Poarch Band of Creek Indians is a federally recognized tribe, and serves 3 counties with the largest Indian population located in Mobile County.

The tribe is located in Atmore, Alabama. The Inter-Tribal Council of Alabama, located in Millbrook, Alabama is a non-profit organization consisting of representatives from the State Recognized Tribes, serving the Indians and Native Americans located in the other 62 counties of the State. The Intertribal Council also serves the Poarch Creek Indians when that Tribe is low on funds. The largest populations of Indian and Native Americans served by ITC of Alabama are located in Lawrence, Madison, Jackson, Jefferson, Washington, Morgan, Escambia, Baldwin, DeKalb, and Montgomery counties (with the other counties supporting populations of a high range of 957 to a low of 18).

A summary of employment and training program services available to Indians and Native Americans through the section 166 program and the Alabama Career Centers include classroom training, job search assistance, job referrals, and job placement assistance, work experience and support services (i.e., books, meals, transportation, child care, stipends, tools, and uniforms). Recognizing that there are limited funds available through the WIOA section 166 program, the Southwest Alabama Partnership for Training and Employment is committed to working with the INA employment and training programs to provide a full array of services via the Alabama Career Center System.

Note: Career Center partners are responsible for informing each other in the event a service becomes unavailable due to funding shortfall.

Services to be provided through the Alabama Career Center System:

The Alabama Department of Labor has entered into a contract with the Southwest Alabama Partnership for Training and Employment Board to be the Alabama Career Center Operator and the primary provider of services in the Career Centers. Currently, there are six (6) comprehensive Career Centers strategically located in the SAPTE region. The Career Center operator, in coordination with the local board, determines locations of Career Centers.

In addition to comprehensive Centers, an affiliated less than full-time Center provides services of two or more partner programs. This site provides basic services and information on the availability of individualized services and training available through comprehensive Centers.

In addition to walk-up brick and mortar service locations, internet based technology provides customers self-help capability to access information about Career Center partners' services through Alabama Job Link (AJL), thus providing access to information and some of the required basic services off-site 24/7. The operating system for the Career Center System is Alabama JobLink (AJL), an internet based, customer-driven, service delivery system. AJL is available to all one-stop partners for registration, eligibility determination, service tracking and outcome reporting.

Career Center partners will be primarily responsible for providing those basic services, which they are authorized to deliver and for which they are funded. ADOL will provide basic labor exchange services with Wagner-Peyser funds. Commerce-WDD will provide basic, individualized, and training services using WIOA funds.

It is expected that all Alabama Career Center operator staff and Career Center partner staff will be knowledgeable about all services provided at the Career Center and at affiliated sites. This will be achieved by cross training or cross awareness training of all partner agency staff. Career Center partners will be responsible for providing technical assistance and training to the local Career Center staff as well as to other Career Center partner staff not located in the Career Center on referral processes and services related specifically to the respective Career Center partner. A customer pathway for obtaining basic services from the Career Center partners is developed locally.

Career Center partners retain eligibility determination for their respective services whether colocated or connected electronically. Costs for basic, individualized, and training services for customers who are determined to be best served by and eligible for a particular Career Center partner's services or programs is borne by the Career Center partner that is authorized to deliver the service and for which they are funded. If eligible, some customers receive non-duplicated services from multiple partners.

Referral Process

The Alabama Department of Labor and WIOA funded Career Center staff, will complete initial assessments with customers. Staff will, in consultation with the customer, determine which one of the partners is most appropriate to provide the basic career, individualized career, and training services that best meet the needs of the customer. If it is determined that a customer's need can be better served by another career center partner a referral will be made to the appropriate career center partner. Referrals for supportive service needs are made utilizing career center locally developed supportive service referral listings, and/or computer assisted listings where available.

Customers will be able to learn about basic services provided by career center partners by accessing the AJL website, or specific partner agency websites.

Alabama Career Center System Performance Criteria

It is agreed that the Alabama career center system partners will strive to achieve the following standard of quality service for its customers, employees, and partners:

All customers will receive:

1. Prompt and courteous customer service; and
2. Appropriate services, education and training that will help them to reach their employment goals.

All partners will:

1. Deliver high quality services through the Alabama Career Center System; and
2. Survey customers as they receive services to determine whether or not the services rendered met their needs and to determine the level of customer satisfaction.

Cost Allocation

The Alabama Career Center System partners will follow cost allocation plans as approved by their agency. The costs of unique services provided by a career center partner that are not generally available to all customers in the career centers will be borne by that respective partner. In general, costs relating to this MOU will be allocated in compliance with the Office of Management and Budget Circulars, as appropriate, and in accordance with approved cost allocation plans.

Multiple funding streams may fund programs and services that are delivered by career center partners. These consist of TANF, Food Assistance Employment and Training, WIOA, Wagner-Peyser, Vocational Rehabilitation, and State funds. These funds will provide basic career, individualized career, and training services as provided in the appropriate enabling legislation. No such funds are being paid pursuant to this agreement to Alabama Career Center System partners who are private, non-governmental entities.

Career center partners will control their own resources, and remain autonomous while working with other Partner Agencies to provide a continuum of services through the career centers in accordance with 20 C.F.R. part 662. Each partner will perform the functions and provide the services as mandated by State and Federal statute. These partners will continue to maintain their own individual program delivery, personnel, accounting, and other management systems. Each career center partner will pay for its own fixed and variable costs as direct charges.

Conflict Resolution and Grievance Procedures

Employee grievances and complaints related to terms and conditions of employment will be handled according to applicable career center partner agency procedures (i.e., the employing agency's procedures). Customer grievances and complaints about any WIOA Title I-funded services will be handled per WIOA grievance and complaint procedures, including discrimination complaint procedures. The partner agency will handle grievances and complaints related to the programs or services by that agency. Employees, customers, and other interested persons will be notified of grievance and complaint procedures through postings (written and electronic), other written notice and, as necessary, verbally. Notice and information about WIOA and other partner agency grievances and complaint procedures will be made available in alternative formats to persons with disabilities. Every possible effort will be made to combine and coordinate notices, policies and procedures where not prohibited by law or regulation. Partner agencies and the Alabama Career Center Operator will designate a person to be responsible for coordinating career center grievance and complaint activities. This person will serve as the career center contact for information, referral and assistance regarding filing and processing grievances and complaints.

Duration and Modification of Plan

At any time, any career center partner may request an amendment to the MOU in writing to the SEPTA Workforce Development Board. However, the career center partners must agree upon the amendments before presenting them to the SAPTE Workforce Development Board. All requests will be presented to the WDB for final approval. The Memorandum of Understanding will be in effect upon approval by the SAPTE WDB and will remain in effect until any of the career centers partners requests a revision.

If a career center partner does not sign the MOU, the Chair of the WDB will notify the Governor. If the impasse cannot be resolved between the partners through negotiation or mediation, the Governor will notify the Secretary of Labor and the national office of the partner who has not signed the MOU. The Governor can remove required career center partners who do not sign the MOU from the Board. Administration and oversight of this MOU will be the responsibility of the WDB.

Confidentiality

Information exchanged between/among the parties to this agreement shall remain private and confidential in accordance with the most restrictive confidentiality requirements of any of the parties' collecting, receiving or sharing that information.

Summary

The Alabama Career Center System has established a service delivery pathway that provides customers access to training services based on customer need, eligibility, and funding availability. The Southwest Alabama Partnership for Training and Employment will work to assure programs represented in each of the six Career Centers in the region provide the most comprehensive network of services possible to meet the individual needs of each individual and business seeking assistance. Levels of services under WIOA include Basic Career Services, Individualized Career Services and Training Services. Basic Career Services may include but are not limited to registration, eligibility determination, initial assessment, job search and placement services, provision of labor market information, and others. Individualized Career Services includes more comprehensive and specialized assessments, development of individual employment plans, group and individual employment counseling, career planning services, job readiness, and/or short-term pre-vocational services... If the customer exhibits a need for skills training after receiving any level of Career Services, they may be eligible to receive Training Services to increase occupational skills that lead to employment in jobs that meet the definition of high-wage/high-demand occupations with the potential for high growth according to current Labor Market Information (LMI).

Each Career Center location must address how customers can access the variety of services provided by all required partners and other resources in the community which will support and enhance the customers' attachment to the workforce.

Training in a work first environment, such as Work-Based Training is available to customers who lack work experience. Those customers who lack the necessary skills to obtain initial employment or to move from low wages to better wages and who are determined eligible for training funds will be provided a list of eligible training providers who provide training in occupations in demand. Customers will choose from this list.

Our goal in providing training services to customers is to enable them to have the occupational skills required by local and regional businesses and industry, to increase earnings, increase job retention, and increase economic self-sufficiency. It is our goal to increase education and training, skills development, employment and job retention, and earnings of customers.

Using the directions set forth in the SAPTE MOU, career center partners will develop the unique aspects of the service pathways and referral processes for all customers, job seekers and employers alike. Based on local staffing, customer needs, and the availability of funding from each partner agency, Southwest

Alabama Partnership for Training and Employment will develop an Infrastructure Cost Sharing Agreement to include the sharing of costs at each center, as well as the sharing in the delivery of services to all customers at each location.

This Memorandum of Understanding has been developed with the full cooperation and input of all career center partner agencies, or their representative, in the Southwest Alabama Partnership for Training and Employment region, and remains in effect until modified by one or more of the partners. Additional partners may be added to this MOU as identified, and their services integrated into the SAPTE Alabama Career Center System.

Parties to the agreement include:

1. The Southwest Alabama Partnership for Training and Employment, serving as the fiscal administrator for WIOA funding for Baldwin, Escambia, Choctaw, Clarke, Conecuh, Mobile, Monroe, Washington and Wilcox counties and as the provider of Title I services in the Mobile Career Center.
2. The Alabama Department of Labor (ADOL) serving as the One-Stop Operator for all Career Centers in the nine county region and providing staff to provide WIOA funded services in the Career Centers in Baldwin (2), Escambia, Clark and Monroe counties.
3. The Alabama Department of Rehabilitative Services (ADRS).
4. The Alabama Department of Post-Secondary Education

SEE ATTACHED SIGNATURE PAGES FOR EACH OF THE ABOVE

1. The Southwest Alabama Partnership for Training and Employment, serving as the fiscal administrator for WIOA funding for Baldwin, Escambia, Choctaw, Clarke, Conecuh, Mobile, Monroe, Washington and Wilcox counties and as the provider of Title I services in the Mobile Career Center.

By signing below, I certify that I have the authority to commit the agency I represent to the terms set forth in this Memorandum of Understanding for the Southwest Alabama Partnership for Training and Employment Career Center Partners and I do so by signing.

Ms. Merceria Ludgood, Chair
Chief Elected Officials Council
Southwest Alabama Partnership for Training and Employment
205 Government Street
Mobile, AL 36644
(251) 574-1000
E-Mail: mludgood@mobile-county.net

Signature

Merceria Ludgood

Date

7/17/2017

Printed Name

Merceria Ludgood

Title

Chairperson

2. The Alabama Department of Labor (ADOL) serving as the One-Stop Operator for all Career Centers in the nine county region and providing staff to provide WIOA funded services in the Career Centers in Baldwin (2), Escambia, Clark and Monroe counties.

By signing below, I certify that I have the authority to commit the agency I represent to the terms set forth in this Memorandum of Understanding for the Southwest Alabama Partnership for Training and Employment Career Center Partners and I do so by signing.

Mr. Fitzgerald Washington, Secretary
Alabama Department of Labor
649 Monroe Street
Montgomery, AL 36131
(334)
E-Mail: Fitzgerald.Washington@labor.alabama.gov

Signature *Fitzgerald Washington*

Date 8/30/17

Printed Name Fitzgerald Washington

Title Secretary of Labor

3. The Alabama Department of Rehabilitation Services (ADRS).

By signing below, I certify that I have the authority to commit the agency I represent to the terms set forth in this Memorandum of Understanding for the Southwest Alabama Partnership for Training and Employment Career Center Partners and I do so by signing.

Ms. Jane Elizabeth Burdeshaw, Commissioner
Alabama Department of Rehabilitation Services
602 S. Lawrence St.
Montgomery, AL 36104
(334) 293-7200
E-Mail: JE.Burdeshaw@rehab.alabama.gov

Signature  _____

Date 08/02/17

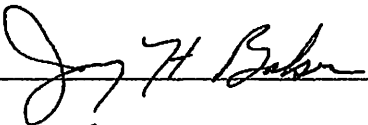
Printed Name Jane E. Burdeshaw

Title Commissioner

4. The Alabama Department of Post-Secondary Education

By signing below, I certify that I have the authority to commit the agency I represent to the terms set forth in this Memorandum of Understanding for the Southwest Alabama Partnership for Training and Employment Career Center Partners and I do so by signing.

Mr. Jimmy H. Baker, Chancellor
Alabama Community College System
135 South Union Street
P.O. Box 302130
Montgomery, AL 36130-2130
(334) 293-4524
E-Mail: jimmy.baker@accs.edu

Signature 

Date 9-6-17

Printed Name Jimmy H. Baker

Title Chancellor

Attachment – E

Monitoring and Oversight Policy

WIOA Monitoring Procedures

Oversight and Monitoring

The Department of Labor has authorized the Secretary to monitor all recipients and sub-recipients of all grants awarded and funds expended under WIOA Title I to determine compliance with the WORKFORCE INNOVATION AND OPPORTUNITY ACT and its regulations and may investigate any matter deemed necessary to determine such compliance per the following;

(c) (1) Each recipient and sub recipient must continuously monitor grant supported activities in accordance with the Uniform Administrative requirements at 29 CFR Part 95 and 97 as applicable. Section 667.410-2

Each recipient and sub-recipient must conduct regular oversight and monitoring of its WIOA activities and those of its sub-recipients and contracts in order to:

- a. Ensure that established policies to achieve program quality and outcomes meet the objectives of the ACT and these regulations, including the provision of services by One-Stop Centers, eligible providers of training services and eligible providers of youth activities.
- b. Ensure that Service Providers and entities listed as Eligible Training Providers are monitored on site or via desk review regularly, but not less than once annually and provide for corrective action to be imposed if requirements are not met.
- c. Ensure that an annual sample of OJT (on-the-Job Training) providers are monitored for compliance and in the event of any report of concern regarding the provider from a participant, the OJT Job Developer. Assure that any trend noted in the sample that may indicate a compliance concern will trigger a more in-depth review.

Monitoring:

The Administrative Monitor will read and become knowledgeable of each contract signed by the Signatory Officials and the President of Southwest Alabama Partnership for Training and Employment (SWAPTE), Inc. as part of the preparation for program monitoring.

A review of the Contractor's Request for Payments related to participant's payroll and the corresponding records related to any participant time and attendance will be evaluated to confirm compliance.

The scheduling of reviews will be by notification via phone or letter and in rare instances; no notification will be given of a review in the event that the program requires monitoring regarding issues only detectable via unannounced visits.

A written report of the reviews will be prepared, reviewed by relevant staff and forwarded to the President of Southwest Alabama Partnership for Training and Employment (SWAPTE), Inc. for review and signature. If there is a finding of non-compliance, correspondence regarding that finding will be provided to the Contractor and SWAPTE will require a written response from the Contractor describing what action will be taken to correct the non-compliance issue(s).

Contractors who have been asked to address and correct a finding will undergo additional monitoring to verify that the corrective action(s) has been implemented and has resolved the non-compliance finding successfully.

Documentation of all monitoring activities will be maintained in compliance with the record retention policies of the agency.

Attachment – F

Grievance Procedures

**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 Southwest Alabama Partnership for Training and Employment 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 Southwest Alabama Partnership for Training and Employment 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 Southwest Alabama Partnership for Training and Employment grievance procedures. Binding arbitration decisions are not review-able by the Secretary of Labor.

II. COMPLAINT FORM

Any person wishing to utilize the Southwest Alabama Partnership for Training and Employment 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 Southwest Alabama Partnership for Training and Employment of a written complaint, the complaint will be reviewed, ascertain the facts and attempt informal resolution. If informal resolution fails, the complainant will be provided:

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

IV APPEALS

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

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

Complainant may obtain a Complaint Form from Southwest Alabama Partnership for Training and Employment and submit it within 180 days of the alleged violation or submit a letter to either of the following addresses:

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

Or

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

VI. RECORD KEEPING

A complaint log and files shall be maintained by Southwest Alabama Partnership for Training and Employment, 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
- E. Date of the final decision

The log and file shall be maintained for a period of not less than three (3) years. Information regarding 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 Southwest Alabama Partnership for Training and Employment 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 Southwest Alabama Partnership for Training and Employment sub-contractors.

XI. CORRECTIVE ACTIONS AND SANCTIONS.....

Where a monitoring review or complaint investigation results in a finding of non-compliance with the nondiscrimination and equal opportunity provisions of WIA, Southwest Alabama Partnership for Training and Employment 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.

Monetary relief may not be paid from federal funds.

Attachment – G

Assurances

Section A – GENERAL PROVISIONS

ASSURANCES AND CERTIFICATIONS

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

#1 Compliance with Applicable Law and Regulation

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

#2 Amendments to Applicable Law and Regulation

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

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

#3 Entirety of Agreement

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

#4 Legal Authority to Enter this Agreement

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

#5 Definitions

All terms used in this agreement shall have the meanings assigned thereto in the 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 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 work or 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 . 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 or 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.