

**Southwest Alabama Partnership for
Training and Employment
Four-Year Plan
2017-2021**

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2017-2021**

What follows is the initial four year plan for the Southwest Alabama Partnership for Training and Employment (SAPTE). 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, Merceria Ludgood, Chair of the Chief Elected Officials Council
- iv. Workforce Development Board Chair – Mr. John Moses, Owner, Bay Chevrolet
- v. Chief Fiscal Officer – Ms. Lisa Thomas, V.P. Finance, SAPTE
- 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 SAPTE 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 (SAPTE)
Merceria Ludgood, Chair, Chief Elected Officials Council
mludgood@mobile.county.net

SOUTHWEST ALABAMA PARTNERSHIP FOR TRAINING AND EMPLOYMENT - CAREER CENTERS

Bay Minette Career Center

Vivian Havel - Manager

Vivian.Havel@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.

Brewton Career Center

Hal Clements - Manager

Hal.Clements@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

Beth Tolbert - Manager

Beth.Tolbert@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.

Jackson Career Center

Beverly Walker- Manager

Beverly.Walker@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.

Mobile Career Center

Derrick Turner - Manager

Derrick.Turner@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 18-24 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

Hal Clements - Manager

Hal.Clements@alcc.alabama.gov

33 Outlet Drive

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, 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 – Project Outreach, Alabama Southern 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 2017. 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 a majority of 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 child care, 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, apprenticeships and training through area 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. SAPTE 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 SAPTE Workforce Development Board (SAPTE 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. This nine county area is engaged in a regional initiative to earn the designation of “Work Ready Community”. The goal is to raise awareness among area businesses regarding the Work Keys assessment system and increase the number of individuals who have earned a Work Keys certification. Work keys testing is being conducted with all high school students in Mobile County. Testing is also offered at all Career Centers to assist jobseekers and businesses identify and link skilled individuals with job opportunities. 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 Mobile County.

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 (SAPTE)- Serving as the administrative agent for the Workforce Development Board, SAPTE 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). Mobile County, The City of Mobile, Mobile Area Chamber of Commerce, the University of South Alabama and a team of members of the Partners for Growth Investors completed the application to compete for the designation. In a highly competitive process with more than 70 applicants vying for the designation, 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. With partners that represent multiple perspectives across economic and workforce development (see attachment C – membership list) this initiative provides critical input to the strategies and initiatives needed to move the region forward.

Partnerships

The SAPTE 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 SAPTE 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 SAPTE 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.

SAPTE 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 SAPTE 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 SAPTE WDB prioritizes providing services that demonstrate the ability to meet the needs of employers and job seekers. SAPTE 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 of our 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 SAPTE 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 assure their ability to demonstrate continuous improvement in their ability to 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 SAPTE 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. (SAPTE) – SAPTE 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. SAPTE 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 in regard to 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 on-line via the Alabama Job Link system. Individuals can register on line 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 are in need of training to obtain employment, SAPTE 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 be limited. Local training providers are challenged to enroll an adequate number of students who successfully complete training and move into the workforce. These outcomes result in providers who are not able to qualify for the Eligible Training Provider list maintained by the State. OJT is currently utilized less frequently but 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.

Rapid Response

The SAPTE 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. The majority of 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.

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 SAPTE 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 SAPTE 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

SAPTE will 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

SAPTE, 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.

SAPTE, 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 do not share a common case management information system. As resources become available, the transition to a unified system will be implemented at the earliest possible time.

Priority of Service

SAPTE 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 in the event that fewer openings for training exist than applicants, those who meet this criteria 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 SAPTE/WIOA or other Career Center partners to receive service and in the event that 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 of time and with a specific scope of work. SAPTE 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 SAPTE 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, SAPTE takes steps to assure full and open competition to the extent practicable.

SAPTE 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. SAPTE imposes no standing pre-qualification procedures. If there are instances where some restrictions concerning who may compete might be appropriate (or required by WIOA), SAPTE 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 SAPTE 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 SAPTE 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 SAPTE 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 gives proper consideration to 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 SAPTE WDB gives consideration to 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 (ies) 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 SAPTE, 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, SAPTE will provide them with information regarding the allocation of available funds, student eligibility and the process for student enrollment.

SAPTE 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 2017-2021 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
2017-2018**

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Email: rsykes@bishop.edu

Attachment – C

Chief Elected Officials Council

**Region 7 Chief Elected Officials Council
Contact Information**

Mr. Chris Elliott
Commission Chairman
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Fax: 251-972-8503
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Attn: Crystal Carpenter
gbitto@baldwincountyal.gov
Attn: Gloria Bitto

Judge Michael Armistead
Chair, Choctaw County Commission
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Butler, AL 36904
Ph: 205-459-2414
Fax: 205-459-4248
Countyclerk15@yahoo.com
Attn: Donna Reed

Mr. Bill Taylor
Commission Chairman
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Fax: 251-275-8517
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twilson@clarkecountyal.com
ATTN: Cindy Wilson /Tammy Wilson

Mr. Leonard Millender
Commission Chairman
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Attn: Stephanie Brown

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Attn: Sharon Edwards
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Attn: Mr. Tony Sanks

Ms. Merceria Ludgood
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Attachment – D

Note: A regional MOU is being developed and will be submitted once it is signed.

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 (SAPTE), 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 (SAPTE), Inc. for review and signature. If there is a finding of non-compliance, correspondence regarding that finding will be provided to the Contractor and SAPTE 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 (SAPTE)
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 180days 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 (SAPTE) and Employment it shall notify SAPTE of its inability to so comply within ten (10) days of its receipt of the change.

#3 Entirety of Agreement

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

#4 Legal Authority to Enter this Agreement

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

#5 **Definitions**

All terms used in this agreement shall have the meanings assigned thereto in the 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 no 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 SAPTE pursuant to this agreement, shall be construed as making the Contractor the agent, servant or employee of SAPTE. 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 SAPTE, 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 SAPTE and the Contractor, must be incorporated as written modifications to this agreement and approved by all signatory authorities prior to implementation.

SAPTE 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 SAPTE. 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 SAPTE shall be liable for payment only for work or services performed by the Contractor to the satisfaction of SAPTE 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, SAPTE 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 SAPTE until such time that a determination is made by SAPTE 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 SAPTE for such period and under such conditions for requalification as may be determined by SAPTE. 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 SAPTE shall be liable for payment only for work or services performed by the Contractor to the satisfaction of SAPTE 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. SAPTE may withhold payment for the purpose of offset until a determination is made of the amount of damages due SAPTE.

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 SAPTE. It will abide by the reporting formats and schedules SAPTE establishes. It further acknowledges the right of SAPTE 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 SAPTE 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 SAPTE, 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. SAPTE 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 SAPTE 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 SAPTE 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 SAPTE 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 SAPTE.
- 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 SAPTE 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 SAPTE.

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 SAPTE 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 SAPTE all property purchased under this agreement, including unconsumed supplies and materials, in accordance with SAPTE 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 SAPTE 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 SAPTE.

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 SAPTE.

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 SAPTE 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 SAPTE and shall not be used by any other entity for any other purpose(s) unless authorized in writing by SAPTE. Upon demand by the Southwest Alabama Partnership for Training and Employment, the Contractor shall convey title and possession of all aforementioned items to SAPTE.

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 SAPTE 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 SAPTE, 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 SAPTE 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 SAPTE 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.