

**City of Kawartha Lakes SkillsAdvance Ontario Program Service Agreement –  
Fleming College  
Agreement**

THE SERVICE AGREEMENT, effective as of the 11th of January 2021 (the "**Effective Date**")

**BETWEEN**

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY, a post-secondary educational institution incorporated under the laws of the **Province of Ontario (Hereinafter referred to as "Fleming College")**.

AND

THE Corporation of the **City of Kawartha Lakes**, a municipality incorporated under the laws of the **Province of Ontario (Hereinafter referred to as the "City")**

**WHEREAS** The **City** and **Fleming College (referred to collectively as the "Parties")** are mutually desirous of cooperating in a pre-employment readiness, workforce development training program to be delivered to the residents and citizens of The **City (referred to collectively as the "Participants")** and employers of businesses located in The **City (referred to collectively as the "Employers")**.

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the **Parties** hereto agree as follows:

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this **Agreement** and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledge, the **Parties** enter into the following agreement.

## **ENTIRE AGREEMENT**

This Service **Agreement** with attached Schedules constitutes the entire **Agreement** between the **Parties** hereto with respect to the subject matter hereof and its execution has not been induced by, nor do any of the **Parties** hereto rely upon or regard as material, any representation or writing not incorporated herein and made a part thereof.

This agreement (the "**Agreement**"), including:

Schedule "A" - GENERAL TERMS AND CONDITIONS

Schedule "B" - PROJECT DESCRIPTION AND REQUIREMENTS

Schedule "C" - SAO PROJECT FUNDS

Schedule "D" - REPORTING

Schedule "E"- PAYMENT SCHEDULE

## **AMENDING THE AGREEMENT**

The **Agreement** may only be amended, varied, or modified by a written agreement duly

executed by the **Parties**.

## **NOTICE**

Any notice given under this **Agreement** shall be as follows:

a) **To Fleming College:**

Linda Poirier

Vice President, Academic Experience

**Fleming College**

705-749-5530 ext. 1544 | linda.poirier@flemingcollege.ca

599 Brealey Drive, Peterborough, ON, K9J 7B1

b) **To The City:**

Rebecca Mustard

Manager, Economic Development

Development Services, City of Kawartha Lakes

P.O. Box 9000, 26 Francis Street, Lindsay, ON, K9V 5R8

705-324-9411 extension 1395 rmustard@kawarthalakes.ca

Contact details can be changed from time to time when provided in advance in writing to the other **Party**.

## **ACKNOWLEDGEMENT**

### **Fleming College:**

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**;
- b. agrees to be bound by the requirements of this **Agreement**; and
- c. acknowledges that the **City** is bound by the terms of The Ontario Transfer Payment **Agreement SkillsAdvance Ontario (SAO) Agreement** Number 40684 between The **Province** of Ontario as represented by the Ministry of Labour, Training and Skills Development and **City** of Kawartha Lakes (**hereinafter referred to as "Agreement 40684"**).

### **The City:**

- a. acknowledges that it has read and understands the provisions contained in the entire **Agreement**; and
- b. agrees to be bound by the requirements of this **Agreement**.

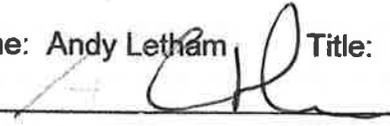
## **BACKGROUND**

The Ministry of Labour, Training and Skills Development (**Hereinafter referred to as "Province"**) has approved funding for the **City** to deliver a SkillsAdvance Ontario (**SAO**) project. The **SAO** project initiative will provide skills training for workers in the manufacturing and agriculture sectors across the **City**.

IN WITNESS WHEREOF, the **Parties** have executed the **Agreement** on the dates set out below.

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

Name: Andy Letham Title: Mayor

  
\_\_\_\_\_ Feb 26/21

Signature

Date

Name: Cathie Ritchie Title: Clerk

  
\_\_\_\_\_ Feb 26/21

Signature

Date

"We have authority to bind the corporation pursuant to Council Resolution

\_\_\_\_\_."

THE SIR SANDFORD FLEMING COLLEGE OF APPLIED ARTS AND TECHNOLOGY

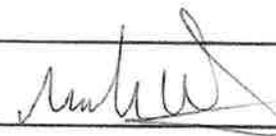
Name: Brett Goodwin Title: Acting Vice President, Academic Experience

  
\_\_\_\_\_ January 11, 2021

Signature

Date

Name: Mark Morden Title: Manager, Reporting & Accounting

  
\_\_\_\_\_ Jan 11/21

Signature

Date

## Schedule "A" - GENERAL TERMS AND CONDITIONS

The Ontario Transfer Payment **Agreement SkillsAdvance Ontario (SAO) Agreement 40684** between the **City** and Her Majesty the Queen in right of Ontario as represented by the Ministry of Labour, Training and Skills Development (**The Province**) (hereinafter referred to as "**Agreement 40684**") includes roles and responsibilities for the Delivery Partners ("**Delivery Partners**") included in the **SAO** program. **Fleming College** is one of two Delivery Partners of the resultant **SAO** program.

### 1. TERM

- a) This **Agreement** shall be effective commencing on January 11, 2021, ending on March 31, 2021 unless terminated in writing by either **Party** on the giving of notice.
- b) Either **Party** may terminate this **Agreement** at any time upon sixty (60) days prior written notice to the other **Party**, without default.
- c) The **City** may terminate this **Agreement** if **Agreement 40684** is terminated by the **Province** upon thirty (30) days prior written notice to **Fleming College**, without default.
- d) Either **Party** may terminate this **Agreement** immediately upon the other **Party** becoming insolvent, bankrupt or receiver or a receiver manager is appointed in respect of such **Party**.
- e) Either **Party** may terminate this **Agreement** on fifteen (15) days prior written notice in the event that the other **Party** is in default, unless such default was remedied within such fifteen (15) day period.

### Definitions

The following definitions apply to this **Agreement**

**“Advisory Committee”** means a group that consists of representatives from employers, employment training providers, industry associations, labour and economic development organizations, and sector business development organizations. The advisory committee will:

- a. Advise on sector requirements, including identifying job vacancies to be filled;
- b. Develop relevant sector-focused employment services and skills training curriculum;
- c. Maintain the ongoing relevance of the workforce development activities;
  - a. Ensure that objectives, milestones and outcomes are being met;
  - b. Ensure that funding is being used for its intended purpose and that objectives stated in this **Agreement** are being met;

**“Employer”** means a person or a firm registered in **SAO** and actively receiving **SAO** services; and/or informing the development and delivery of sector-focused employment and **Training Services** to ensure that **Participants** have the essential technical and employability skills to obtain entry-level employment with opportunities to advance in identified sectors.

**“FIPPA”** means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. f. 31, as amended.

**“Funds”** means the money provided by The **City to Fleming College** pursuant to the agreement.

**“Incumbent Worker”** means a person registered in **SAO** as a Participant who is already employed but is either vulnerable in his or her current employment or faces barriers to advancement before receiving **SAO** services.

**“Jobseeker”** means a person registered in **SAO** as a **Participant** who is

unemployed before receiving **SAO** services.

**"Participant"** means a person registered in **SAO** and actively receiving **SAO** services.

**"Province"** means Her Majesty the Queen in right of Ontario as represented by the Minister of Labour, Training and Skills Development

**"SAO"** means SkillsAdvance Ontario.

**"Sector"** means multiple employers or organizations that are in the same or a similar or related industry.

## 2. PROJECT SCOPE

This **SAO Program** is funded by the **Province**. This program will support the manufacturing and agriculture sectors in the **City** and is a pre-employment readiness training and workforce development program. This program will support **Employers** to:

- a. Build a supply of skilled **Participants** who can meet their workforce development needs by providing training services to improve their workforce performance;
- b. Reduce turnover and associated recruitment and training costs;
- c. Demonstrate commitment to workforce development, including advancement of **Incumbent Workers**; and
- d. Form effective and dependable workforce development partnerships with

## **Delivery Partners.**

This project will support Participants with:

- a. Training related to an occupation that offers positive labour market prospects;
- b. Essential, technical, and employability skills training, and on-the-job experience;
- c. Industry-recognized certificate or credential upon completion of training;
- d. The ability to sustain or advance from their current employment; and
- e. Sustainable employment (i.e. sufficient hours to sustain household income; greater security through improved employment status and reduced chance of getting laid-off).

### **3. RECORD MAINTENANCE**

**Fleming College** will keep and maintain for seven years after the end date of the **Agreement**:

- a. all financial records (including invoices) relating to the Funds or otherwise to the **SAO** Program in a manner consistent with generally accepted accounting principles; and
- b. all non-financial documents and records relating to the Funds or otherwise to the **SAO** Program.

### **4. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS**

- a. The **Parties** shall each indemnify, defend, and save the other harmless from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by, or attributable to any damages or loss or harm of any kind whatsoever, including but not limited to bodily injury to or death of a person or damage to or loss of property caused by any

negligent act or omission on the part of the indemnifying party, its officers, employees, or agents arising out of this **Agreement**, to the extent of the coverage amounts in the policies of insurance provided for herein, provided that **Fleming College** shall be responsible for the **Participants** while they are under **Fleming College's** direct supervision. Notwithstanding any provision in this **Agreement**, the above indemnity shall not extend to any contributory negligence of the **City**, its directors, officers, agents or employees.

- b. **Fleming College** will maintain comprehensive third-party liability insurance underwritten in the **Province** of Ontario, including professional liability insurance, in the amount of not less than \$2,000,000, covering claims brought against The **City** and its officers, employees, agents, or volunteers for legal liability caused by any negligent act or omission of **Fleming College**, its officers, employees, students, agents or volunteers that occurs in connection with obligations under this **Agreement**. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to The **City**. **Fleming College** shall provide The **City** with a Certificate of Insurance naming The **City** as an additional insured but only with respect to this **Agreement**.
- c. The **City** will maintain comprehensive third-party liability insurance underwritten in the **Province** of Ontario, including professional liability insurance, in the amount of not less than \$2,000,000 per occurrence, covering claims brought against **Fleming College** and its employees for legal liability caused by any negligent act or omission of The **City**, its officers, employees, agents or volunteers that occurs in connection with The **City's** obligations under this **Agreement**. Such coverage shall not be cancelled or materially altered without thirty (30) days prior written notice to **Fleming College**. Upon request, The **City** shall provide **Fleming College** with a Certificate of Insurance naming

**Fleming College** as an additional insured but only with respect to this **Agreement**

- d. The **City** unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this **Agreement**, and agrees that it shall have no remedies, recourse or rights in respect of this **Agreement** against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against **Fleming College** and its assets.

5. LIMITATION OF LIABILITY

- a. In no event and under no circumstances shall either Party be liable to the other for any indirect, incidental, consequential or special damages, including without limitation, loss of revenue or loss of profits, for any reason whatsoever arising under this **Agreement**, whether arising out of breach of contract, tort or otherwise, whether foreseeable or not, and whether or not advised of the possibility thereof.
- b. No claims or actions regardless of form may be brought by the **Parties** to this **Agreement** against each other or against a third party that may bring a claim against a Party to this for contribution and indemnity more than six (6) months after the facts giving rise to such claim or action have occurred, regardless of whether those facts by that time are known to, or ought reasonably to have been discovered by The **City** or **Fleming College** as the case may be.
- c. The limitations of liability in this section apply:
  - i. regardless of the basis on which the **Parties** are entitled to claim, including but not limited to, breach of contract or tort (including, but not limited to, negligence);

- ii. to The **City** or **Fleming College**, their volunteers, directors, officers, employees, students, agents and subcontractors; and
- iii. to all claims that the **Parties** Agency may have against each other or third **Parties** that may have a claim against a Party to this **Agreement** for contributions or indemnity.
- iv. The liability of **Fleming College** under this Indemnity in respect of any Participant shall be limited to the amount of fees paid by The **City** in respect of such Participant.

## 6. PAYMENT

- a. **Fleming College** agrees to invoice the **City** for services rendered, as set out in Schedule "C" - **SAO PROJECT FUNDS**. Upon receipt of an invoice (with Estimate of Expenditure Report) from **Fleming College** the **City** shall pay all fees within thirty (30) days.
- b. Harmonized Sales Tax ("HST") or Excised Sales Tax shall be in addition to the fees payable, otherwise hereunder if applicable. Taxes shall be shown separately on each invoice, if applicable.
- c. All fees shall be due on a net thirty (30) day basis from the date of the invoice. Overdue amounts shall bear interest at the rate of one (1%) percent per month (twelve (12%) percent per annum).
- d. The **City** agrees to reimburse **Fleming College's** expenses and costs incurred and otherwise recoverable in accordance with the terms of this Agreement, which expenses and costs were incurred prior to the effective date of this agreement, up to and including April 1, 2020, until the expiry of the term of this Agreement.

## 7. PARTICIPANTS

- a. The **City** specifically acknowledges and agrees that all Participants shall abide by the rules and regulations, policies and procedures of **Fleming College**, as amended from time to time.

- b. The **City** specifically acknowledges and agrees that any Participant who breaches the rules and regulations, policies and procedures of **Fleming College** may be disqualified from the Training and their Training may be terminated at the option of **Fleming College**. In such event there shall be no repayment of any training fees paid to that date by **Fleming College**.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. The **Parties** hereto acknowledge and agree that the intellectual and industrial property rights of each Party shall remain in any of the program's materials and information, supplied by them. To the extent that the program materials and information is developed under the terms of this **Agreement**, intellectual property rights in such programs shall rest and remain with **Fleming College**.
- b. Any confidential information, trade secrets, proprietary information or other confidential information supplied by either Party to the other Party shall remain the property of the Party supplying such confidential information, during the term of and after the term of this **Agreement**.
- c. The **Parties** specifically acknowledge and agree that knowhow, expertise, training, program processes and other tools and materials used in delivering the Training Services, are the sole and exclusive intellectual property right of, and property of **Fleming College**.

9. WARRANTY

- a. The Training Services and training materials in the program are provided "as is" without any warranty of any kind, express, implied, or statutory including but not limiting warranties of title, merchantability or fitness for a particular purpose. All statutory warranties and other warranties are hereby explicitly disclaimed.

10. FORCE MAJEURE

- a. In no event shall **Fleming College** be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including without limitation, funding changes, changes in laws or licensing requirements, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

#### 11. TRADEMARK AND TRADENAME

- a. The **Parties** acknowledge that the trademarks of the other **Party** are the sole and exclusive property of that **Party**.
- b. **Fleming** agrees that **The City** has the right to use its trademark for the purposes outlined in this **Agreement** with regards to marketing and advertising materials where **Fleming** has been given the opportunity to review the trademarked material in advance of publication and provides their written consent to its use. **The City** acknowledges that it must obtain **Fleming's** written permission for each trademarked item.

#### 12. GOVERNING LAW

- a. This **Agreement** constitutes the entire **Agreement** between the **Parties** and is governed by the laws of **The Province** and the Federal Laws of Canada, as applicable.
- b. The **Parties** confirm that they each required this **Agreement** and all documents and notices in connection therewith be drawn up in English.

#### 13. ASSIGNMENT

- a. This **Agreement** may not be assigned or subcontracted by either party without the prior written consent of the other.

14. ENUREMENT

- a. This **Agreement** shall ensure to the benefit of and be binding upon the **Parties** hereto and their respective successors and permitted assigns.

15. SEVERABILITY

- a. If any Article, Section or portion of any Article or Section of this **Agreement** is determined to be unenforceable or invalid by any court of competent jurisdiction and that decision is not appealed or appealable, for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this **Agreement** and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this **Agreement**.

16. TERMINATION AND ASSIGNMENT

- i. The **Agreement** may be terminated at any time upon sixty (60) days written notice by either party. The **Agreement** may be terminated by the **City** if **Agreement** 40684 is terminated by the **Province**, upon thirty (30) days written notice to Fleming;
- ii. **Fleming College** acknowledges that the **Province** may terminate the **SAO** Program agreement at any time without liability, penalty or costs upon giving at least 30 days' notice to The **City**. In such circumstance, The **City** will immediately notify **Fleming**.

16.1 TERMINATION ON NOTICE

- a. **Termination on Notice.** The **City** may terminate the **Agreement** at any time without liability, penalty or costs upon giving at least 30 days' notice to **Fleming College** if **Agreement** 40684 is terminated by the **Province**.
- b. **Consequences of Termination on Notice by The City.** If The **City**

terminates the **Agreement** pursuant to section 16.1(a), The **City** may take one or more of the following actions:

- i. cancel all further instalments of Funds;  
  
and
- ii. determine the reasonable costs for **Fleming College** to wind down the **SAO** Program, with consideration to the following:
  1. permit **Fleming College** to offset such costs against the amount owing pursuant; and
  2. provide Funds to **Fleming College** to cover such costs.

## 17. Events of Default.

17.1 Each of the following events constitute an Event of Default:

- i. A breach of any representation, warranty, covenant or other material term of the **Agreement**, including failure to execute the following in accordance with the terms and conditions of the **Agreement**:
  - a. carry out the Program;
  - b. use or spend Funds;
  - c. provide reports in accordance with the **Agreement**;
- ii. **Fleming College's** operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the **SAO** Program under which the **Province** provides the Funds;
- iii. Either Party makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- iv. Either Party ceases to operate.

**17.2 Consequences of Events of Default and Corrective Action.** If an Event of Default on the part of Fleming occurs, The **City** may, at any time, take one or more of the following actions:

- i. initiate any action The **City** considers necessary in order to facilitate the successful continuation or completion of the Program;
- ii. provide **Fleming College** with an opportunity to remedy the Event of Default;
- iii. suspend the payment of Funds for such period as The **City** and **Fleming College** determines appropriate;
- iv. reduce the amount of the Funds;
- v. cancel all further instalments of Funds; and
- vi. terminate the **Agreement** without liability, penalty or costs to the **City** upon giving Notice to **Fleming College**.

If an Event of Default on the part of the **City** occurs, **Fleming College** may, at any time, take one or more of the following actions:

- i. provide the **City** with an opportunity to remedy the Event of Default;
- ii. demand the payment of an amount equal to any outstanding payments due, in accordance with section 6.0 of the **Agreement**, at the time of default; and
- iii. terminate the **Agreement** without liability, penalty or costs to **Fleming College** upon giving Notice to the **City**.

**17.3 Opportunity to Remedy.** If a party provides the other with an opportunity to remedy the Event of Default, the non-defaulting party will provide Notice to the defaulting party of:

- i. the particulars of the Event of Default; and
- ii. the Notice Period.

**17.4 Recipient not Remediating.** If a party has provided the other with an opportunity to remedy the Event of Default and :

- i. the defaulting party does not remedy the Event of Default within the Notice Period; or
- ii. it becomes apparent to the non-defaulting party that the defaulting party cannot completely remedy the Event of Default within the Notice Period; or
- iii. The defaulting party is not proceeding to remedy the Event of Default in the manner that has been collaboratively determined with the non-defaulting party,

the non-defaulting party may extend the Notice Period or initiate any one or more of the actions provided for in section 17.2.

**17.5 When Termination Effective.** Termination under this Article will take effect as set out in the Notice provided under 17.3, which must be at least 15 days.

## 18. PRINCIPLES OF COLLABORATION

The **City** and **Fleming College** agree to use the following guiding principles of collaboration:

- a. work cooperatively and in close consultation with each other and with their respective communities in order to develop and deliver the Program;

- b. abide by all requirements as detailed in this **Agreement** and requirements provided by the **Province**;
- c. trust and respect each other's organizational values and integrity;
- d. foster innovation and synergistic opportunities; and
- e. maintain accountability to each other, to the Funder and to their respective communities.

**Parties Independent.** Both **Parties** acknowledge that it is not an agent, joint venturer, legal partner or employee of the other party, and they will not represent themselves in any way that might be taken by a reasonable person to suggest that they are, or take any actions that could establish or imply such a relationship.

#### 19. FINANCIAL MANAGEMENT

Eligible expenses incurred by **Fleming College** for **SAO** Program activities described in the agreement will be reimbursed as applicable by The **City**. **Fleming College** must maintain all relevant financial records of its **SAO** Program expenses. **Fleming College** is required to submit all necessary invoices and back-up documentation outlining the details of such expenses to the **City** upon invoice by **Fleming College**. **Fleming College** agrees to keep original receipts for seven years after the end of the **Agreement**.

Maximum of Funds:

**Fleming College** acknowledges that the Funds available to it pursuant to the **Agreement** will not exceed the Maximum Funds specified in Schedule "C" - **SAO PROJECT FUNDS** without prior written consent of the **City**.

19.1 Rebates, Credits and Refunds:

**Fleming College** acknowledges that the amount of Funds available to it pursuant to the **Agreement** is based on the actual costs to **Fleming College**, less any costs

(including taxes) for which **Fleming College** has received, will receive, or is eligible to receive, a rebate, credit or refund.

#### 19.2 Use of Funds:

**Fleming College** agrees to:

- a. carry out the Program in accordance with the terms and conditions of the **Agreement**;
- b. use the Funds only for the purpose of carrying out the Program;
- c. spend the Funds only in accordance with the budget;
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other Provincial or Federal organizations;
- e. not make any changes to the Program, the timelines or the budget without prior written consent of the **City**.

#### 19.3 Limitation on Payment of Funds:

**Fleming College** acknowledges that the **Province** is not obligated to provide instalments of Funds to the **City** until it is satisfied with the progress of the Program. In turn, the **City** agrees to notify **Fleming College** in a timely manner, should the **Province** make such funding changes or adjustments. **Fleming College** acknowledges:

- a. the **Province** is not obligated to provide instalments of Funds to The **City** until it is satisfied with the progress of the **SAO** Program;
- b. the **Province** may adjust the amount of Funds it provides to The **City** in any Funding Year based upon the **Province's** assessment of required reports provided by The **City**, and The **City** in turn may adjust the amount of Funds

it provides to **Fleming College**; and

- c. if, pursuant to the *Financial Administration Act* (Ontario), the **Province** does not receive the necessary appropriation from the Ontario Legislature for payment under the **Province's SAO Program Agreement** with **The City**, the **Province** is not obligated to make any such payment, and, as a consequence, the **Province** may:
  - a. reduce the amount of Funds and, in consultation with **The City**, change the Program; or
  - b. terminate the **Province's SAO Program Agreement** with **The City**.

## Schedule "B" - PROGRAM DESCRIPTION AND REQUIREMENTS

### 1. PROGRAM OBJECTIVE

**SAO** is intended to support:

- a. Sector-focused work-force development in all aspects of delivery, including technical skills training and pre-employment, employment, and post-employment services;
- b. Employers with hiring, on-boarding and retaining employees and responding to employer skills requirements in the local economy; and
- c. Participants with succeeding and advancing in employment.

### 2. PARTNERSHIP DEVELOPMENT

**Fleming College** and **The City** will:

- i. Develop employment and training service curriculum and delivery approaches that reflect knowledge of the sector's workforce development requirements through:
  1. Refocusing employment services to meet employability skills requirements (for example, sector-focused soft skills needs);
  2. Developing new training curriculum or revising existing curriculum to meet essential and technical skills needs; and
  3. Endorsing sector-focused employment and training services and curriculum by Employers and advisory committee;
- ii. Customize employment and training curriculum and delivery approaches to meet the needs of Employers by working with them to more fully articulate their training needs for the purposes of customization with the delivery partners and to ensure developed training and delivery approaches continue to meet Employers' needs on an ongoing basis.

#### 4. EMPLOYER AND WORKER SERVICES

The objective of this section is to provide Participants with sector-focused essential, soft skills training and technical skills training based on the needs of employers in the identified sectors (i.e. the skills required to obtain and succeed in the jobs for which vacancies, retention or advancement opportunities are identified by Employers and the advisory committee).

**Fleming College** will provide training to the following target groups:

1. **Jobseeker**
2. **Incumbent Worker**

##### A. Employer Eligibility and Suitability

The **City** is responsible for recruitment **Employers** and **Participants**. They are responsible for confirming they meet the respective eligibility and suitability requirement.

**Fleming College** will direct **Employers** to The **City** for approval of any incumbent training they may identify during discussions with **Employers** or **Participants**. Training will be selected to increase job security or to provide for potential advancement with the employer or with a future employer.

##### B. Sector-Focused Employment Services (“Soft Skills Training”) for Incumbent Workers:

**Fleming College** will ensure **Incumbent Workers** are provided with sector-focused soft skills training based on the needs of Employers including:

- i. Sector-focused employability skills to obtain, retain and succeed in employment, such as:
  1. Career readiness or soft skills;
  2. Leadership or supervisory training;
  3. Transferable employability skills required to support their long-term resilience in the labour market; and

4. Personal attitudinal and behavioural management skills for the workplace, such as teamwork and time management.
- ii. Sector-focused career planning and management skills to retain and advance in employment that can be obtained through activities such as:
    1. Individualized career counselling;
    2. Ongoing career planning; and
    3. Personal attitudinal and behavioural management skills coaching such as positive attitude and responsible behaviours.

C. Sector-Focused Essential and Technical Skills Training ("Hard Skills Training):

**Fleming College** will ensure Participants are provided with sector-focused technical skills training for Jobseekers and Incumbent Workers based on the needs of Employers including:

- i. Training delivered by **Fleming College** trainers and subject experts. Specific components of the training will be modularized for sector-focused requirements. Other training components will be tailored to sector and employer specific needs.
- ii. hard skills training with sector-focused skills in the manufacturing and agriculture sectors. The training will be typically focused on preparing Jobseekers for entry-level positions in the identified sectors.
- iii. hard and soft skills training with sector-focused skills in the manufacturing and agriculture sectors. The training will be typically focused on preparing Incumbent Workers for advancement.
- iv. Training that will lead to an industry-recognized **SAO** credential or **SAO** certificate of completion endorsed by **Fleming College** and advisory committee.

D. PARTICIPANT ENROLMENT TARGET

**Parties** agree to a Participant Enrolment Target of 94 participants through the Job Seeker and Incumbent program at **Fleming College**. Changes to this target may result in:

- i. written agreeance by both **Parties** that the Participant Enrolment Target for training of Incumbent Workers or Job Seeker Participants cannot be met and both **Parties**, will jointly consult on a written explanation, in the manner directed by the **Province**, of this change to the **Province** which will be submitted by the **City**; or
- ii. **The City** may advise **Fleming** of a reduced target, which shall be communicated in writing.

## SCHEDULE 'C' – SAO PROJECT FUNDS

### Fleming College Program Funding:

- i. **Fleming College** will receive up to \$532,450 from The **City** to deliver the services outlined in this agreement.
- ii. The **Parties** use of Funds is also subject to the following limits:
  - a. In situations of co-location of the **SAO** with other programs and services, funds must only be used to cover costs directly related to the delivery of the **SAO**; this must be managed by applying Project Accounting principles;
  - b. The **Parties** agree that **Fleming College** will not transfer funds between the budget line items (as set out in this Schedule) where the cumulative amount transferred exceeds 15% of the impacted budget line item unless it obtains the prior written consent of the **City**.
- iii. The **Parties should not anticipate** additional funds.

### 1. OPERATING FUNDS

Operating Funds are Funds used for direct expenditures related to the day-to-day direct delivery of the **SAO** Program as agreed to with The **City**. Costs related to the provision of the **SAO** Program that can be claimed against Operating Funds include:

- a) Staff and management salaries directly associated with the delivery of the Program;
- b) Hiring and training of staff (including professional development);
- c) Sector-focused recruitment;
- d) Employment service delivery ("soft skills training");

- e) Essential and technical skills training ("hard skills training");
- f) Other direct operating expenditures related to delivery of the Program; and
- g) Administrative costs (as described below, up to a maximum of 15% of the Operating Funds)

1.1 **Fleming College** will not use Operating Funds for:

- a) Termination, severance costs and bonuses; or
- b) Major capital expenditures, such as the purchase or construction of facilities.

**Fleming College Operating Funds:**

**2020 -2021**

i.	Staff and management salaries directly associated with the delivery of the Program (including program coordination, support for participants while being trained and program documentation)	\$15,000
ii.	Staff hiring and training (including professional development)	\$5,000
ii.	Funding of Programs undertaken by the <b>Fleming College</b> including the distribution of funds to relevant partners (e.g. for curriculum development, training, etc.)	\$32,000
iv.	Sector-Focused Employment Services ("Soft Skills Training")	\$57,000
v.	Essential and technical	\$150,000
	Job Seeker	

	skills training ("hard skills training")	Incumbent	\$84,000
vi.	Administrative Costs (including general and administrative supports)		\$69,450
vii.	Other direct operating expenditures related to the delivery of the pilot/program. (including curriculum development, textbook, software and other required materials, and lease of computers from <b>Fleming College</b> specifically for <b>SAO</b> program delivery. I.e. Tool Trainers)		\$120,000
			\$532,450

## 2. ADMINISTRATION COSTS

**Fleming College** is able to attribute no more than 15% of Operating Funds for administration costs. Administration costs are indirect expenditures necessary for operating an organization but not directly associated with the delivery of the Program. For example, a portion of the salaries/benefits of the Executive Director, IT, and/or financial staff that work for the entire organization but may spend a portion of their time dedicated to administrative functions that support the Program may be claimed as Administration Costs

## 3. PAYMENT SCHEDULE

Payments will be issued to **Fleming College** by The **City** within 30 days of the date of the invoice submitted by **Fleming College** with the Estimate of Expenditure Reports outlined in Schedule D for the project activities as specified in this **Agreement** and set out in the invoice.

## Schedule "D"- REPORTING

### 1. Program Reporting

**Fleming College** agrees to provide regular reports to The **City** that will assist in the final preparation of the **Province** mandated reports as outlined in Reporting Schedule below. The **City** will, in turn, provide consolidated progress reports to **Fleming College**.

### 2. Reporting Schedule

#### a) Quarterly Status and Adjustment Report (QSAR)

i) Report 3 for the period October 1, 2020 to December 31, 2020

Due Date: January 15, 2021

ii) Report 4 for the period January 1, 2021 to March 31, 2021

Due Date: April 15, 2021

#### b) Estimate of Expenditure Report (EER)

i) Report 4 for the period April 1, 2020 to December 31, 2020

Due Date: January 11, 2021

ii) Report 5 for the period April 1, 2020 to March 31, 2021

Due Date: April 1, 2021

#### c) Statement of Revenue and Expenditure Report (SRER)

i) Report for the period of April 1, 2020 to March 31, 2021

Due Date: May 28 , 2021

### 3. Provision of Information Required by CKL

As a program provider, **Fleming College** to provide the **City** with any reports on Program/Participant progress required to meet its reporting requirements.