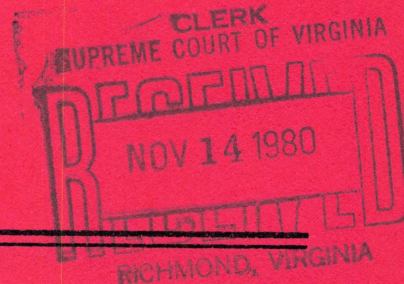


22/Va 859



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IN THE  
**Supreme Court of Virginia**  
AT RICHMOND

---

RECORD NO. 800384

---

SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY  
AND  
NORTH RIVER INSURANCE COMPANY,

.....Appellants

v.

LYDIA COLEY,

.....Appellee

---

JOINT APPENDIX

---

Frank B. Miller, III  
Albert D. Bugg, Jr.  
SANDS, ANDERSON, MARKS & MILLER  
Post Office Box 1998  
Richmond, Virginia 23216

Counsel for Appellants

James C. Hawks  
600 Crawford Street  
P. O. Box 396  
Portsmouth, Virginia 23705

Counsel for Appellee



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VIRGINIA :

IN THE INDUSTRIAL COMMISSION

LYDIA COLEY,	)	
	)	
Claimant,	)	
v.	)	NOTICE OF APPEAL
	)	I. C. No. 626-307
	)	
CHESAPEAKE COMMUNITY ACTION	)	
SERVICE ORGANIZATION,	)	
	)	
and/or	)	
	)	
SOUTHEASTERN TIDEWATER AREA	)	
MANPOWER AUTHORITY,	)	
	)	
NORTH RIVER INSURANCE COMPANY,	)	
	)	
Defendants.	)	

Come now Southeastern Tidewater Area Manpower Authority and North River Insurance Company, by counsel, and give notice that they are appealing to the Virginia Supreme Court of Appeals the decision rendered against them of Commissioner Joyner dated November 27, 1979, and affirmed by the Full Commission in an opinion by Commissioner Evans dated February 13, 1980. These defendants challenge the sufficiency of the evidence to support the Commission's findings of fact.

SOUTHEASTERN TIDEWATER AREA  
MANPOWER AUTHORITY  
and  
NORTH RIVER INSURANCE COMPANY

By Counsel

\_\_\_\_\_  
Frank B. Miller, III  
Sands, Anderson, Marks & Miller  
P. O. Box 1993  
Richmond, Virginia 23216

C E R T I F I C A T E

I hereby certify on this \_\_\_\_ day of February, 1980, that a true copy of the foregoing was mailed to James C. Hawks, Esquire, P. O. Box 396, Portsmouth, Virginia, 23705, counsel for claimant.

# COMMONWEALTH OF VIRGINIA



DUPLICATE

DEPARTMENT OF WORKMEN'S COMPENSATION  
INDUSTRIAL COMMISSION OF VIRGINIA  
P. O. BOX 1794 RICHMOND, VIRGINIA 23214

EMPLOYEE AND ADDRESS

INSURANCE CARRIER AND ADDRESS

• Lydia Coley  
956 Scenic Blvd.  
Chesapeake, Va. 23320

Chesapeake Community Action  
Service Organization  
918 Harbor N Drive  
Chesapeake, Virginia (23233?)

EMPLOYER

Chesapeake Community Action  
Service Organization

NO RECORD OF INSURANCE

Accident Date 3/10/78  
Nature of Injury back  
I.C. FILE NO. 626-307  
Carrier File No.

*and/or Southeastern Tidewater  
Area Mapmakers Authority  
(North River Ins Co.)  
(8-28-79)  
MWR*

Gentlemen: We have received report of an accidental injury captioned as above.

WE HAVE:

PLEASE FILE:

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Employer's First Report of Accident, Form No. 3  
Attending Physician's Report, Form No. 6  
Memorandum of Agreement, Form No. 4  
Supplemental Return to Work Report, Form No. 3a  
Application for Hearing  
Information

After first filing is made, do not file further forms or reports until file number is furnished you by the Claims Division.

Please report at once any error in the above.

Very truly yours,

INDUSTRIAL COMMISSION OF VIRGINIA

USE ABOVE RED I.C. FILE NUMBER ON ALL COMMUNICATIONS TO THE INDUSTRIAL COMMISSION

INTER-OFFICE COMMUNICATION

Claim No. \_\_\_\_\_ Date \_\_\_\_\_

To Mr. James

From \_\_\_\_\_ Dot \_\_\_\_\_

Return to \_\_\_\_\_

Remarks: I tried to get in touch with the employer Chesapeake  
Community Action Service Organization and could not....The  
current carrier could not locate any record of coverage  
indicating they were the previous carrier that would have  
covered this date of accident. Therefore, I created this  
Returned to  
cl. NO RECORD OF INSURANCE.....

20 8-8-78 -40M

July 27, 1979

File No. 626-397 -- Lydia Coley --vs-- Chesapeake Community Action Service  
Accident: 3-10-78 Organization

Chesapeake Community Action Service Organization  
918 Harbor N Drive  
Chesapeake, Virginia 23233

Gentlemen:

Since we have received no response to our letter of June 22, 1979, this case is being placed on the Hearing Docket for you to show cause why you should not be fined for your failure to carry Virginia Workmen's Compensation coverage and also for your failure to file the employer's first report on this case.

The parties will be advised as to the date and place of the hearing.

Very truly yours,

INDUSTRIAL COMMISSION OF VIRGINIA

Charles G. James,  
Chief Deputy Commissioner

CCJ:hr

CC: Ms. Lydia Coley  
936 Scenic Blvd.  
Chesapeake, Va. 23320

67

DOCKET FOR	<u>Chesapeake</u>
FILE OF LISC. PAYMENT	_____
APPLICATION FILED	_____
REFERRED TO DOCKET	<u>7/27/79</u>
BY	<u>21</u>

*Attorneys at Law*

HAWKS & HAWKS

CHARLES W. HAWKS, JR.  
JAMES CARNEY HAWKS

SUITE 310  
VIRGINIA FEDERAL S & L BLDG.  
600 CRAWFORD STREET  
BOX 396  
PORTSMOUTH, VIRGINIA 23705  
399-2409

August 28, 1979

Industrial Commission of Virginia  
Department of Workmen's Compensation  
P. O. Box 1794  
Richmond, Virginia 23214

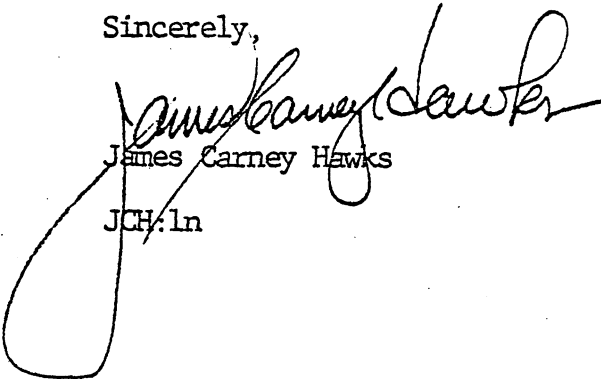
RE: LYDIA COLEY  
vs  
CHESAPEAKE COMMUNITY ACTION  
SERVICE ORGANIZATION  
IC FILE NO. 626-307

Gentlemen:

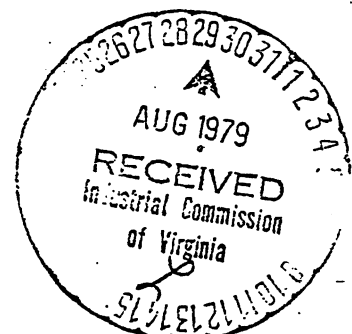
I am enclosing herewith an amended application for hearing in connection with the above matter in which I have added as a "statutory employer" Southeastern Tidewater Area Manpower Authority. It is respectfully requested that Southeastern Tidewater Area Manpower Authority be made a party defendant.

There is a hearing now set for this matter for Friday, September 21, 1979 at 10:30 a.m. at the Circuit Court for the City of Norfolk, Virginia. A copy of the amended application for hearing and a notice of this claim is being mailed to Southeastern Tidewater Area Manpower Authority simultaneously herewith.

Sincerely,

  
James Carney Hawks

JCH:ln



INDUSTRIAL COMMISSION OF VIRGINIA  
P. O. Box 1794  
Richmond, Virginia 23214

AMENDED APPLICATION FOR HEARING

File No. 626-307

Employee Lydia Coley 956 Scenic Blvd Chesapeake, Va 23320  
(Address)

Employer Chesapeake Community Action Service Organization, Inc.  
C/O Vivian West, Registered Agent, 201 Andrea Lane, Chesapeake, Virginia 23320  
Statutory Employer: Southeastern Tidewater Area Manpower Authority  
P.O. Box 12072 Norfolk, Va. 23502

Date of Accident March 10, 1978, 19 1978 Average Weekly Wage \$ 3.67/hr. or \$ 146.80/wk

Place Where Accident Occurred Chesapeake, Virginia  
(City or County) (State)

Nature of Injury or Occupational Disease: Severely sprained ankle and damage to spine

Date Disability Began: March 10, 19 1978

Date of Return to Work: April 22, 19 78, and wage then earned \$ same as above

The applicant requests a hearing before the Industrial Commission of Virginia on the grounds of:

- (1) Accidental Injury..... (x)  
(2) Occupational Disease..... ( )  
(3) Death on \_\_\_\_\_, 19\_\_\_\_, due to Accidental Injury..... ( )  
Occupational Disease..... ( )  
(4) Change in Condition..... (x)

If application is based on a change in condition, state nature of change: Employee returned to work on 5-22-78 and continued until the organization discontinued its activities on 9-30-78. Thereafter, employee worked for Sickle Cell Anemia Society from 11-6-78 to 4-30-79 and, due to increasing severe back pain, had to resign her job. She underwent surgery for this injury on May 10, 1979.

Compensation was last paid at the rate of \$ none-employer per week through the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
uninsured

COPY OF APPLICATION  
MUST BE SENT TO  
OTHER PARTY (SO IN-  
DICATE BY A CHECK)

☒ YES

Signature of Applicant: James Carney Hawks  
James Carney Hawks, attorney for applicant  
Address: P.O. Box 396 Portsmouth, Virginia 23705



signed this 28<sup>th</sup> day of August, 1979.

Subpoenas for witnesses will be issued by the Industrial Commission on request or may be obtained at the Clerk's Office of the City or County where the hearing will be held (§65.1-21, Code of Va.). Medical reports are acceptable in lieu of physicians' personal appearances.



*Attorneys at Law*

HAWKS & HAWKS

CHARLES W. HAWKS, Jr.  
JAMES CARNEY HAWKS

SUITE 310  
VIRGINIA FEDERAL S & L BLDG.  
600 CRAWFORD STREET  
BOX 396  
PORTSMOUTH, VIRGINIA 23705  
352-2409

August 28, 1979

STAMA  
P. O. Box 12072  
Norfolk, Virginia 23502

RE: WORKMEN'S COMPENSATION CLAIM

Gentlemen.

This is to advise that I represent Lydia Coley who was injured in the course of her employment while an employee of the Chesapeake Community Action Service Organization (CCASO). CCASO was a sub-contractor to Southeastern Tidewater Area Manpower Authority (STAMA) under contract number 6-006-8-3420.

Mrs. Coley has filed a claim for workmen's compensation benefits for this accident which occurred on March 10, 1978 when she tripped over a telephone cable at the office at CCASO at 918 Harbor North Drive, Chesapeake, Virginia. It appears that CCASO, your sub-contractor, failed to provide the required workmen's compensation insurance.

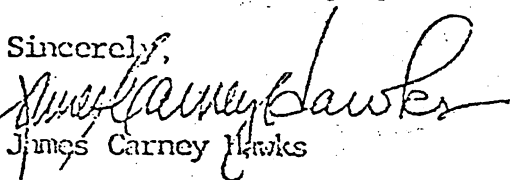
A hearing was held on August 21, 1979 and Judge Joyner of the Industrial Commission of Virginia requested that my client's petition be amended to add you as a party defendant under Section 65.1-30 of the Code of Virginia, 1950 as amended, pertaining to "Statutory Employers".

A hearing has been set for this matter on Friday, September 21, 1979 at 10:30 a.m. at the Circuit Court of the City of Norfolk, Virginia.

I am enclosing herewith a copy of a medical report pertaining to this injury and I will forward to you any additional reports that may be received in the future.

You can expect to receive a formal notice of hearing from the Industrial Commission of Virginia concerning the hearing on September 21, 1979. I will be glad to provide you with any reports or other information that you may require in preparation for the hearing.

Sincerely,

  
James Carney Hawks

JCH:ln

cc: Commissioner Robert P. Joyner  
Industrial Commission of Virginia  
Department of Workmen's Compensation  
P O Box 1794  
Richmond, Virginia 23214

LYDIA COLEY, Claimant

v. Claim No. 626-307

CHESAPEAKE COMMUNITY ACTION SERVICE ORGANIZATION, Employer  
NO RECORD OF INSURANCE

James Hawks, Esq.  
P. O. Box 396  
Portsmouth, Virginia 23705  
for the Claimant.

Frank B. Miller, III, Esq.  
P. O. Box 1998  
Richmond, Virginia 23216  
for the Defendant.

Hearing before Commissioner JOYNER at Norfolk,  
Virginia on September 21, 1979.

All witnesses having been duly sworn, the following  
testimony was taken:

COMMISSIONER JOYNER:

Mr. Miller, I believe it is Southeastern Tidewater  
Area Manpower Authority, is that correct, Mr. Miller?

MR. MILLER:

Yes, sir.

COMMISSIONER JOYNER:

No appearance for the Chesapeake Community Action.  
Mr. Miller will you give us the grounds of defense as to  
Southeaster Tidewater Area Manpower Authority?

MR. MILLER:

Mr. Commissioner on behalf of the Southeastern Tidewater Area Manpower Authority, we deny that there is an employee/employer relationship either under Section 3 and 4 or under Section 29 and 30 of Title 65.1 of the Act. I don't know how the Commissioner wishes to handle this and I don't know how much objection I'll get from Mr. Hawks.

I have a volume of paperwork along with the General Counsel and Executive Director of Southeastern Tidewater Area Manpower Authority, which would show that Southeastern Tidewater Area Manpower Authority is not the employer either original or statutory in this case. The Manpower Authority is the group established by and between a number of localities, a joint venture between the cities of Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk, Virginia Beach, the counties of Isle of Wight and Southampton. Its sole function and sole purpose is to funnel Federal funds and in this instance CETA money, C-E-T-A which is a Title VI CETA program in Chesapeake. The sole purpose is to funnel Federal funds into groups who have a purpose, which has been approved. In this instance the Chesapeake Community Action Service Organization was a non-profit organization and it received Federal monies through Southeastern Tidewater Area Manpower Authority for special student education and for voter registration. The Southeastern Tidewater Area Manpower Authority



does not engage in anyway in student education, special student education or in voter registration. They did not have any contract with the claimant.

COMMISSIONER JOYNER:

Mr. Miller doesn't this group set up or at least approve the budge for these various groups?

MR. MILLER:

They have some - what they do is they receive a proposal from these groups that they allow Federal funds. Now, the group that I represent does not fund, it allows Federal funds to be channeled into this group.

COMMISSIONER JOYNER:

First of all, this group, I take it, is not insured.

MR. MILLER:

Which one?

COMMISSIONER JOYNER:

The group you represent.

MR. MILLER:

No, my group is.

COMMISSIONER JOYNER:

Is insured?

MR. MILLER:

Yes, sir.

COMMISSIONER JOYNER:

Who are they insured by for Workmen's Compensation?

MR. MILLER:

United States Fire Insurance Company.

COMMISSIONER JOYNER:

All right, sir.

MR. MILLER:

Now, Chesapeake Community Action Service Organization is not insured.

COMMISSIONER JOYNER:

Yes, I understand that.

MR. MILLER:

To our knowledge, even though when they received monies Federal monies they agree that they will have insurance. Despite that they didnot have it at the time of Miss Coley's injury and I think the evidence will show that they lived up to their statutory obligation about nineteen days later.

COMMISSIONER JOYNER:

These groups come in then with a proposed plan and budget, I take it from what you are saying.

MR. MILLER:

Yes, sir.

COMMISSIONER JOYNER:

They come to the Manpower Authority and they review the

purpose and the budget. Aren't they assuming some obligation, and to see these groups are legally constituted, that they have all of the licenses, if any are required, and meet all of the statutory requirements such as having Workmen's Compensation insurance?

MR. MILLER:

No, sir. I don't think they go that far. I don't think the paperwork requires them to go that far.

[OFF THE RECORD]

MR. MILLER:

The budgets which are approved or disapproved by the Tidewater Area Manpower.

COMMISSIONER JOYNER:

Once those budgets are approved are these individual groups funded in a lump sum or by a block grant or do your clients pay each individual item on that budget to whoever the vendors are, for example are your people paying - making the payrolls for these groups on a weekly basis?

MR. MILLER:

It is a lump sum which is set out in the agreement, which I would ask be marked Southeastern #2.

COMMISSIONER JOYNER:

All right. Where in the budget does Chesapeake Community Action or where did they budget money for compensation insurance?

Point us to that.

MR. MILLER:

I have Mr. Marcellus C. Heath, III with me, who is Executive Director of this organization, he along with Mr. Arnold Abrams, who is General Counsel, and I'll ask that they help me in that area if they will?

COMMISSIONER JOYNER:

All right, sir.

[CASE CONCLUDED]



*Attorneys at Law*

HAWKS & HAWKS

CHARLES W. HAWKS, JR.  
JAMES CARNEY HAWKS

SUITE 310  
VIRGINIA FEDERAL S & L BLDG.  
600 CRAWFORD STREET  
BOX 396  
PORTSMOUTH, VIRGINIA 23705  
399-2409

October 1, 1979

Honorable Robert P. Joyner  
Industrial Commission of Virginia  
Dept. of Workmen's Compensation  
P. O. Box 1794  
Richmond, Va. 23214

RE: I.C. #626-307  
LYDIA COLEY  
vs  
CHESAPEAKE COMMUNITY ACTION SERVICE ORGANIZATION,  
et als


Dear Commissioner Joyner:

Enclosed herewith you will find the executed Stipulation of Fact agreed by the attorneys in the above matter.

There are additional medical reports and records to be submitted and I will forward them directly to you, with a copy to Mr. Miller as soon as I am able to obtain them.

It is my understanding that a Memorandum of Law is not expected from counsel at this point, but that you may request it after consideration of the stipulated facts and upon examination of the exhibits.

Sincerely,

  
James Carney Hawks

JCH:ln

cc: Frank B. Miller, III, Esq.  
P. O. Box 1998  
Richmond, Virginia 23216

V I R G I N I A :

IN THE INDUSTRIAL COMMISSION OF VIRGINIA

LYDIA COLEY,	)	
	)	
Claimant,	)	
v.	)	<u>STIPULATION</u>
	)	I. C. No. 626-307
	)	
CHESAPEAKE COMMUNITY ACTION	)	
SERVICE ORGANIZATION, et als.,	)	
	)	
Defendants.	)	

The claimant and Southeastern Tidewater Area Manpower Authority, by counsel, hereby stipulate the following facts for the purpose of the claim presented herein by Lydia Coley:

1. On or about March 10, 1978, Lydia Coley was employed by Chesapeake Community Action Service Organization (CASO).

2. On or about March 10, 1978, Lydia Coley sustained an injury by accident arising out of and in the course of her employment with CASO.

3. On or about March 10, 1978, CASO was not insured under any policy of workmen's compensation insurance and had not qualified as a self-insurer as that term is defined by statute.

4. On or about March 10, 1978, there was no master-servant relationship by and between Lydia Coley and Southeastern Tidewater Area Manpower Authority (STAMA).

5. The organization known as STAMA is a joint venture between certain political subdivisions of the Commonwealth of Virginia created pursuant to §15.1-21 of the 1950 Code of Virginia, as amended, and was created for the purpose of funneling Federal funds to various organizations in accordance with the provisions of the Comprehensive Employment Training Act of 1973.

6. The organization known as CASO is a nonprofit organization formed to provide assistance with reading skills and voter registration to citizens of Chesapeake, Virginia.

7. Employees of CASO were not engaged in the trade, business or occupation of STAMA.

8. STAMA receives its funding from the United States Government under the Comprehensive Education Training Act of 1973.

9. The proposed budget of CASO, which was approved by STAMA, showed an allocation of \$1,909 for workmen's compensation insurance. This is shown as Item C on Page 21 of STAMA Exhibit No. 2, entitled "Employee Fringe Benefits".

10. STAMA made payments to CASO on a monthly basis.

11. While STAMA personnel checked CASO books on a periodic basis to ascertain that CASO did not spend more than was approved for "Employee Fringe Benefits" it did not ascertain that CASO had obtained and paid for a policy of workmen's compensation insurance.

LYDIA COLEY

By \_\_\_\_\_  
Counsel

SOUTHEASTERN TIDEWATER AREA  
MANPOWER AUTHORITY

By \_\_\_\_\_  
Counsel

VIRGINIA:  
IN THE INDUSTRIAL COMMISSION

LYDIA COLEY, Claimant

~~NOV~~ 27 1979

v. Claim No. 626-307

Opinion by JOYNER,  
Chairman

CHESAPEAKE COMMUNITY ACTION SERVICE ORGANIZATION, Employer  
NO RECORD OF INSURANCE

James Hawks, Esquire  
P.O. Box 396  
Portsmouth, Virginia 23705  
for the Claimant.

Frank B. Miller, III, Esquire  
P.O. Box 1998  
Richmond, Virginia 23216  
for the Defendant.

This claim is before the Commission upon the application of the employee filed August 28, 1979, alleging injury by accident on March 10, 1978, and intermittent periods of disability since that time.

There was no appearance by nor on behalf of Chesapeake Community Action Services Organization, Inc. [CCASO]. This organization, which had three or more regular employees, had failed to purchase the requisite policy of workmen's compensation insurance but ceased operation on or about September 30, 1978, and its assets apparently have been disposed of since that time. Therefore, the Commission's Show Cause Order against this employer [CCASO] issued August 1, 1979, is hereby dismissed.

The claim is defended as to Southeastern Tidewater Area Manpower Authority [STAMA] upon the ground that there is no direct employer/employee relationship between the parties and, moreover, that STAMA is not a statutory employer as defined by Section 65.1-29.



The evidence clearly establishes a compensable injury by industrial accident, on March 10, 1978, an average weekly wage of \$146.80 and disability from that date through April 22, 1978, and from April 30, 1979, through November 5, 1979, when the claimant returned to other employment at her pre-injury wage.

Therefore, the remaining issue for determination is the liability, if any, of STAMA for payment of this claim.

The Federal Comprehensive Employment and Training Act [CETA] became effective on December 28, 1973 (P.L. 93-203, 87 Stat. 839, as amended). The stated purpose of the Act was:

" . . .to provide job training and employment opportunities for economically disadvantaged, unemployed, or underemployed persons which will result in an increase in their earned income, and to assure that training and other services lead to maximum employment opportunities . . . ." [Section 801].

In order to accomplish this purpose, the Act provided that prime sponsors could qualify to receive CETA funds. These prime sponsors could consist of " . . .any consortium of units of local government. . . ." [Section 811 (a) (3)].

Pursuant to this authority, the cities of Chesapeake, Franklin, Norfolk, Portsmouth, Suffolk, Virginia Beach, and the counties of Isle of Wight and Southampton, Virginia, established the Southeastern Tidewater Area Manpower Authority (STAMA) to receive CETA funds. (Charter Agreement - S. E. Exhibit #1). STAMA, in turn, and pursuant to authority set forth in CETA, established the Chesapeake Community Action Service Organization (CCASO) [Exhibit #2], under the terms of which CCASO was designated as the program agent to carry out the public service employment activities of the program operator (STAMA) for the period of December 15, 1977 through September 30, 1978. The claimant here was a direct employee of CCASO and was injured while working in their offices. Under the terms of the above-mentioned agreement, CCASO was re-

quired to submit a proposed budget to STAMA, together with a written plan for public service employment. The proposed plan as approved by STAMA included a requirement that CCASO make -

" . . . provision of appropriate workmen's compensation to all participants in on-the-job training, work experience for public service employment activities. . . " [Section 16 (m), Agreement p. 12]

and the approved budget included an annual premium of \$1,909.00 for this purpose.

[Section

[S.E. Exhibit #2, Employee Fringe Benefits, Item 17, p. 21].

Following approval of the proposed plan and budget, CCASO commenced operation, receiving its funds from STAMA. Under the terms of their agreement, CCASO was required to submit monthly progress reports of funds received and expended and detailed reports of its activities. STAMA was granted authority to:

"Review all CCASO records, financial and otherwise, and have access to its personnel at reasonable times (5),

Monitor, review and evaluate CCASO's programs and order corrections as necessary to comply with CETA (7),

Prohibit CCASO from sub-contracting any of its duties without prior approval from STAMA (8),

Distribute funds to CCASO on a monthly basis based upon receipts by STAMA from CCASO of monthly cost statements (9[c]),

To recover any excess funds not expended by CCASO (9[d])

To unilaterally terminate its agreement with CCASO for non-compliance (13) and

To require CCASO to comply with all rules and regulations formulated by the U.S. Department of Labor, pursuant to authority granted it by CETA [§§ 14 through 17].

Section 17 purports to establish CCASO's status as that of an independent contractor.

However, it is clear from the Sections quoted above that STAMA exercised that degree of control necessary over the day-to-day operations of CCASO to nullify any status which it may have enjoyed as an independent contractor, at least for workmen's compensation purposes. It is clear that STAMA established CCASO for the purpose of carrying out the trade business, occupation and purpose of STAMA, and we so find, notwithstanding the stipulation of the parties to the contrary. Our award will, therefore, enter against STAMA.

#### A W A R D

An award is entered in favor of the claimant at the rate of \$97.87 per week for temporary total disability for the period of March 10, 1978, through April 22, 1978 and from April 30, 1979, through November 5, 1979. The payment of this award shall be the responsibility of Southeastern Tidewater Area Manpower Authority.

An award is also entered for medical benefits for the claimant for as long as necessary.

From compensation there shall be deducted and paid to James Hawks an attorney's fee of \$500.00 for legal assistance rendered the claimant in this matter.

LAW OFFICES

SANDS, ANDERSON, MARKS & MILLER

1400 FIDELITY BUILDING

NINTH AND MAIN STREETS

RICHMOND, VIRGINIA 23219

PLEASE REPLY TO:  
P. O. BOX 1998  
RICHMOND, VIRGINIA 23216

TELEPHONE  
AREA CODE 804  
648-1836

ALEXANDER H. SANDS (1874-1965)  
A. SCOTT ANDERSON (1904-1971)  
EDWARD A. MARKS, JR.  
NATHAN H. SMITH  
FRANK B. MILLER, III  
RICHARD W. SCHAFER  
ARCHIBALD WALLACE, III  
MAURY B. WATTS, III  
ALBERT M. ORGAIN IV  
DOUGLAS P. RUCKER, JR.  
MARY LOUISE KRAMER  
ALBERT D. BUGG, JR.  
M. PIERCE RUCKER, II  
HENRY M. MASSIE, JR.  
WILLIAM C. FRENCH

November 30, 1979

Mrs. Mary W. Ragland, Secretary  
Industrial Commission of Virginia  
P. O. Box 1794  
Richmond, Virginia 23214

Re: Lydia Coley v. Chesapeake Community Action Service Organization  
I. C. #626-307

Dear Mrs. Ragland:

Please accept this letter as a request for a Review by the Full  
Commission of STAMA and United States Fire Insurance Company to the  
Opinion and Award of Commissioner Joyner dated November 27, 1979.

Yours very truly,

*Frank B. Miller, III*

Frank B. Miller, III

FBM/dn

cc: James Hawks, Esquire ✓

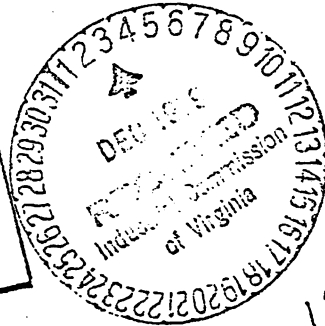
*Noted James Hawks*

DOCKET FOR Review 9

DATE OF LAST PAYMENT 12/3/79

APPLICATION FILED 12/7/79

REFERRED TO DOCKET BY J.



12-3-79  
MWL

VIRGINIA  
IN THE INDUSTRIAL COMMISSION

LYDIA COLEY, Claimant

FEB 13 1980

v. Claim No. 626-307

Opinion by EVANS  
Commissioner

CHESAPEAKE COMMUNITY ACTION  
SERVICE ORGANIZATION, Employer  
NO RECORD OF INSURANCE  
and/or  
SOUTHEASTERN TIDEWATER AREA  
MANPOWER AUTHORITY, Employer  
NORTH RIVER INSURANCE COMPANY, Insurer

~~James C. Hawks~~

James C. Hawks  
Attorney at Law  
P. O. Box 396  
Portsmouth, Virginia 23705  
for the Claimant.

Frank B. Miller, III  
Attorney at Law  
P. O. Box 1998  
Richmond, Virginia 23216  
for STAMA.

REVIEW before the full Commission at Richmond,  
Virginia on January 3, 1980.

The full Commission upon review affirms the  
decision and award of the Hearing Commissioner and adopts  
that decision and award as that of the full Commission.

CHARTER AGREEMENT  
OF THE  
SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY

626-307

THIS CHARTER AGREEMENT MADE THIS 1ST DAY OF JULY, 1974, BY AND BETWEEN THE CITIES OF CHESAPEAKE, FRANKLIN, NORFOLK, PORTSMOUTH, SUFFOLK, VIRGINIA BEACH AND THE COUNTIES OF ISLE OF WIGHT, AND SOUTHAMPTON, PURSUANT TO THE AUTHORITY GRANTED BY SECTION 15.1-21 OF THE CODE OF VIRGINIA, 1950, AS AMENDED.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. THE PARTICIPATING JURISDICTIONS HEREBY CREATED SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY (STAMA) A JOINT VENTURE BETWEEN THE CITIES OF CHESAPEAKE, FRANKLIN, NORFOLK, PORTSMOUTH, SUFFOLK AND VIRGINIA BEACH AND THE COUNTIES OF ISLE OF WIGHT AND SOUTHAMPTON.

2. THE SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY SHALL EXIST IN PERPETUITY, SUBJECT HOWEVER TO DISSOLUTION BY AGREEMENT OF THE GOVERNING BODIES OF THE PARTICIPATING JURISDICTIONS.

3. SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY IS CREATED FOR THE PURPOSE OF PROVIDING MANPOWER SERVICES IN ACCORDANCE WITH THE PROVISIONS OF THE COMPREHENSIVE EMPLOYMENT TRAINING ACT OF 1973.

4. SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY SHALL BE GOVERNED BY A POLICY COUNCIL CONSISTING OF AN ELECTED OR APPOINTED OFFICIAL, DESIGNATED BY THE GOVERNING BODY OF EACH PARTICIPATING JURISDICTION AND AN ELECTED OFFICIAL APPOINTEE FROM THE SOUTHEASTERN VIRGINIA PLANNING DISTRICT COMMISSION.

5. THE POLICY COUNCIL SHALL MEET AT LEAST QUARTERLY.

6. THE POLICY COUNCIL IS HEREBY AUTHORIZED AND EMPOWERED:

(A) TO ADOPT BY-LAWS FOR THE REGULATION OF ITS AFFAIRS AND THE CONDUCT OF STAMA BUSINESS;

(B) TO ADOPT AN OFFICIAL SEAL AND ALTER THE SAME AT ITS PLEASURE;

(C) TO MAINTAIN AN OFFICE AT SUCH PLACE OR PLACES AS IT MAY DESIGNATE;

(D) TO SUE AND BE SUED;

(E) TO ACCEPT GRANTS AND GIFTS FROM THE PARTICIPATING JURISDICTIONS, THE COMMONWEALTH OF VIRGINIA, THE FEDERAL GOVERNMENT OR ANY OTHER GOVERNMENTAL BODIES OR POLITICAL SUBDIVISION, AND FROM ANY UNIT, PRIVATE CORPORATION, COPARTNERSHIP, ASSOCIATION OR INDIVIDUAL;

(F) TO ENTER INTO CONTRACTS WITH THE FEDERAL GOVERNMENT, THE COMMONWEALTH OF VIRGINIA, ANY POLITICAL SUBDIVISION, OR ANY AGENCY OR INSTRUMENTALITY THEREOF, OR WITH ANY UNIT, PRIVATE CORPORATION, COPARTNERSHIP, ASSOCIATION, OR INDIVIDUAL PROVIDING FOR OR RELATING TO THE FURNISHING OF MANPOWER SERVICES;

(G) TO EMPLOY SUCH PROFESSIONAL STAFF AND CLERICAL EMPLOYEES AS MAY BE DEEMED NECESSARY, AND TO PRESCRIBE THEIR POWERS AND DUTIES AND FIX THEIR COMPENSATION;

(H) TO MAKE AND ENTER INTO ALL CONTRACTS AND AGREEMENTS NECESSARY OR INCIDENTAL TO THE PERFORMANCE OF ITS DUTIES AND THE EXECUTION OF ITS POWERS HEREUNDER, EXCEPT CONTRACTS OR AGREEMENTS FOR THE BORROWING OF MONEY FOR WHICH THE EXPRESS WRITTEN CONSENT

OF EACH PARTICIPATING JURISDICTION MUST BE OBTAINED;

(1) TO DO ALL ACTS AND THINGS NECESSARY OR CONVENIENT TO CARRY OUT ITS PURPOSES AND POWERS,

7. THE SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY SHALL BE FINANCED BY STATE OR FEDERAL GRANTS AND BY SUCH CONTRIBUTIONS BY THE PARTICIPATING JURISDICTIONS AS SHALL BE MUTUALLY AGREED UPON,

8. ANY PARTICIPATING JURISDICTION MAY WITHDRAW FROM THIS AGREEMENT AS OF THE LAST DAY OF JUNE IN ANY YEAR, PROVIDED IT GIVES WRITTEN NOTICE THEREOF TO THE POLICY COUNCIL PRIOR TO THE FIRST DAY OF MARCH PRECEDING THE DATE OF WITHDRAWAL,

9. UPON THE DISSOLUTION OF THE SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY, ALL OF ITS ASSETS AND PROPERTY SHALL BE DISPOSED OF AS DETERMINED BY THE POLICY COUNCIL,

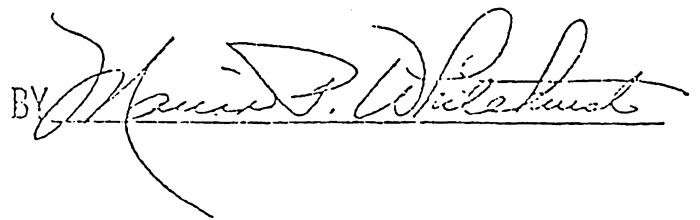
10. ALL REAL AND PERSONAL PROPERTY SHALL BE ACQUIRED, HELD IN THE NAME OF SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY AND DISPOSED OF BY THE POLICY COUNCIL IN ACCORDANCE WITH RULES AND REGULATIONS ADOPTED AND PROMULGATED THEREBY,

IN WITNESS WHEREOF, THE PARTIES HEREUNTO HAVE SET THEIR SIGNATURES AND SEALS AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE,

ATTEST:

1970 POPULATION  
CITY OF CHESAPEAKE 89,580

  
CITY CLERK

BY 



ATTEST:

Mellie E. Bass

CITY CLERK

ATTEST:

Anthony W. Barrett

CITY CLERK

ATTEST:

[Signature]

CITY CLERK

ATTEST:

R. D. [Signature]

CITY CLERK

ATTEST:

Geo. Byars

CITY CLERK

ATTEST:

Thos. E. [Signature]

CITY CLERK

CITY OF FRANKLIN

6,880

BY James S. [Signature]

COUNTY OF ISLE OF WIGHT 18,285

BY J. B. [Signature]

CITY OF NORFOLK

307,951

BY [Signature]

CITY OF PORTSMOUTH

110,963

BY Richard [Signature]

COUNTY OF SOUTHAMPTON

18,502

BY W. H. [Signature]

CITY OF SUFFOLK

45,024

BY James F. Hope

ATTEST:

CITY OF VIRGINIA BEACH 172,106

*[Signature]*  
CITY CLERK

BY *[Signature]*

THIS AGREEMENT, entered into this 15th day of December 1977, by and between SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY, established as a consortium pursuant to Section 102 PL93-203 (CETA) and Section 15.1-21 of the Code of Virginia, 1950, as amended, hereinafter referred to as "Prime Sponsor" where applicable, and Chesapeake Community Action Service Organization hereinafter referred to as the "Program Agent" or "Program Operator".

W I T N E S S E S :

WHEREAS, the Prime Sponsor expects to receive Federal funds from the Department of Labor provided by Title VI of the Comprehensive Employment and Training Act of 1973 (CETA), as amended; and

WHEREAS, the Prime Sponsor desires to contract for the public service employment activities of the Program Operator for the period ending September 30, 1978; and

WHEREAS, the funds are being made available under the Emergency Jobs Program Extension Act of 1976.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1: Service and Functional Activities Descriptions

The Program Operator shall provide a functional plan of all public service employment programs under this agreement administered by it or otherwise in accordance with the provisions of Title VI of the CETA of 1973, as amended. The Program Operator's functional plan for the provision of such employment will be included in the Prime Sponsor's Budget Information Summary (BIS) and Program Planning Summary (PPS), and will also be appended to this agreement and made a part hereof by reference thereto, and will be in accordance with all other applicable provisions of PL93-203, PL94-444 and Section 15.1-21 of the Code of Virginia, 1950, as amended.

SECTION 2: Monthly Progress Reports

The Program Operator shall deliver to the Prime Sponsor by the twelfth work day of each month after initiation of this contract a monthly progress report as to funds administered by Program Operator which will include, but is not limited to: (1) the total number of individuals served with granted funds during the period; (2) the total number of individuals (participants) placed on self-sustaining employment at termination from the project; (3) the level of enrollment and accrued expenditures associated with the program activities; (4) the distribution of

total accrued expenditures among cost categories; (5) the number of individuals within each significant segment of the population being served by the program; (6) when requested, a specific description of detailed functional activities or services which the Prime Sponsor has contracted the Program Operator; and (7) other data requested to be included, from time to time, by the Prime Sponsor. Such monthly progress report shall be in such form as to be consistent with the Prime Sponsor's Quarterly Progress Report as set forth by the Form Preparation Handbook issued by the Department of Labor. At the discretion of the Prime Sponsor, monthly reporting of non-financial activities may be replaced by a quarterly reporting system, if in the opinion of the Prime Sponsor, the Program Operator has fully demonstrated its complete ability to conduct its public service employment program consistent with the intent to Title PL93-203 and PL94-444, and all special conditions imposed by the Prime Sponsor.

### SECTION 3: Time of Performance

The public service employment activities under PL93-203 and PL94-444 to be performed pursuant to this agreement by the Program Operator shall be completed by September 30, 1978. It is agreed that time is of the essence in the fulfillment of this agreement by the Program Operator. The time hereinabove stated may under certain circumstances be extended by written consent of the Prime Sponsor.

### SECTION 4: Prime Sponsor's Cooperation

The Prime Sponsor intends, but is not bound, to provide such technical assistance as the Prime Sponsor, in its sole discretion, shall deem in good faith to be necessary to the Program Operator in areas relevant to the Program Operator's public service employment activities.

### SECTION 5: Fiscal Accountability - Records

As to funds administered, the Program Operator shall, in a satisfactory, proper and accurate manner, keep all records, receipts and other supporting documents, statistical records and other data necessary for proper accounting of fiscal affairs. Said records will at all times be available to the Prime Sponsor, Prime Sponsor's fiscal agent, the Regional Office of the U. S. Department of Labor, and the Comptroller General of the United States and will be retained for a period of at least five (5) years from the date of submission of the final expenditure report. Records shall be retained beyond the five (5) year period if audit findings have not been resolved. Records for non-expendable property acquired with Federal grant funds, shall be retained for at least five (5) years after the disposition of such property.

The Program Operator shall transfer grant records to the Prime Sponsor or the Department of Labor, if so requested, in which case the five (5) year retention requirement will not be applicable with respect to such records.

#### SECTION 6: Cost Accounting, Invoices and Reports

The Program Operator shall deliver to the Prime Sponsor, not later than the twelfth work day of each month after initiation of this agreement, an accurate record of all expenditures by Program Operator under this agreement during the preceding month, reported in accordance with the Prime Sponsor's directive issued from time to time.

The Program Operator will upon request of Prime Sponsor also report to the Prime Sponsor the amount of payroll to clients and staff financed under this agreement, if any, with dates of payrolls and the number of active employees at the end of each month.

#### SECTION 7: Prime Sponsor Evaluation of Program Agent

A. The Prime Sponsor shall monitor, review and evaluate, program performance of programs administered in accordance with the pertinent provisions of the Comprehensive Employment and Training Act of 1973, as amended, and the Regulations for said law published in the U. S. Federal Register of June 25, 1976 and February 11, 1977. For such purposes, the Prime Sponsor requires reasonable access to the program staff, if any, records, and client beneficiaries. The Prime Sponsor agrees to attempt to conduct its monitoring and evaluation by means that will not unreasonably disrupt the on-going conduct of the public service employment program, although it is understood that the Prime Sponsor must be able to perform its aforesaid functions, even though disruption may result. The Program Operator specifically agrees that "reasonable access" in the terms of this section includes, but is not limited to, visitation by Prime Sponsor staff or agents to the facilities and operations of the Program Operator.

B. (1) If as a result of such monitoring, review or evaluation, the professional director (or his staff) of the Prime Sponsor shall determine that the assurances and certifications, or the terms of this agreement, or the regulations or grant terms and conditions which the Secretary of Labor has issued, or shall subsequently issue, during the period of this agreement are not being met by the Program Operator, then the said professional director shall notify the Program Operator in writing of such non-compliances and direct the Program Operator to take such corrective actions as the said professional director shall deem necessary. The professional director is authorized to order suspension of payments to the Program Operator under this agreement, and the return to the Prime Sponsor of all funds provided to the Program Operator and not actually expended by the date of the aforesaid suspension, until such corrective action is taken, or, if an appeal is made pursuant to paragraph B(2) of this Section 7, until the appeal procedure is completed.

(2) Upon receipt of the aforesaid notification, the Program Operator shall, within ten (10) days, submit to the Prime Sponsor for approval a statement of the manner in which such corrections will be made, or, should the Program Operator be aggrieved by the determination of the professional director as to the non-compliance of the Program Operator or the corrective actions required, the Program Operator shall, within the same ten (10) day period, submit to the Prime Sponsor a notice of appeal to the Advisory Committee to the Policy Council of the Prime Sponsor, setting forth the specific objections to the determination or order of the professional director. In the event of such appeal, the Advisory Committee to the Policy Council shall, at its next monthly meeting, determine whether the determinations and/or orders of the professional director are appropriate, or should be modified or rescinded. If either, or both, the professional staff or the Program Operator wishes to further appeal the determination of the Advisory Committee to the Policy Council, then such party shall within five (5) days from the determination of the Advisory Committee to the Policy Council submit to the Prime Sponsor a notice of appeal to the Policy Council, setting forth the specific objections to the determinations of the Advisory Committee to the Policy Council. In the event of such appeal the Policy Council, at its next regular or special meeting, shall determine whether the determination of the Advisory Committee to the Policy Council is appropriate, or should be modified or overruled. The decision of the Prime Sponsor's Policy Council shall be final and binding on the Program Operator.

C. (1) If as a result of such monitoring, review or evaluation, the professional director (or his staff) shall determine that operations of the Program Operator do not equal planned performance or that the purposes or provisions of Title VI of the CETA of 1973, as amended, or of this agreement, are not being met, and that revisions in the conduct or scope of public service employment activities are appropriate, the professional director shall prescribe such revisions, in writing to the Program Operator.

(2) Upon receipt of notification of revision, the Program Operator shall, within ten (10) days, submit to the Prime Sponsor for approval a statement of the manner in which such revisions will be made, or, should the Program Operator not concur in the desirability of such revisions, the Program Operator shall, within the same ten (10) day period, submit to the Prime Sponsor notice of appeal to the Advisory Committee to the Policy Council of the Prime Sponsor, setting forth the specific objections to the proposed revisions. In the event of such appeal, the Advisory Committee to the Policy Council shall, at its next monthly meeting, recommend to the Policy Council whether the revisions required by the Prime Sponsor's professional director are appropriate, or should be modified or rescinded by the Prime Sponsor's Policy Council. At the next regular or special meeting of the Policy Council following the receipt of the recommendation of the Advisory Committee to the Policy Council, the Policy Council shall determine whether the revisions required by the Prime Sponsor's professional director are appropriate, or should be modified or rescinded. Any revisions which would increase or

decrease the scope of public employment services activities of the Program Operator to the extent that an increase or decrease of more than five (5%) per cent in the amount of compensation provided by the Prime Sponsor to the Program Operator pursuant to this agreement is required, shall require the same affirmative vote of the Policy Council as if such revisions constituted a new program. The decision of the Prime Sponsor's Policy Council shall be final and binding on the Program Operator.

### SECTION 3: Subcontracting

The public employment service activities administered by the Program Operator and covered by this agreement shall not be subcontracted or assigned without first obtaining the written consent of the Prime Sponsor, which may be withheld, if the Prime Sponsor in its sole discretion, does not consider such subcontracting to be advisable or in the best interest of the program which is the subject of this agreement. No such subcontracting shall in any way relieve the Program Operator of its primary responsibility under this agreement. Prime Sponsor shall be deemed, for the purpose of funds budgeted to Program Operator under PL94-444, as an approved subcontractor of Program Operator.

### SECTION 9: Compensation and Method of Payment

(a) The Prime Sponsor agrees to budget to the Program Agent for the services to be performed or the project or activity to be undertaken under PL94-444, the amount of \$ 87,904 plus or minus an amount applicable because of revisions in the scope of services in accordance with Section 7 hereof. Notwithstanding the foregoing, it shall be a condition precedent that all payments by the Prime Sponsor to or on behalf of the Program Operator shall be contingent upon receipt by the Prime Sponsor of Federal funds for the activity in question sufficient to cover the Program Operator's public service activity in question.

(b) Upon approval by the Prime Sponsor of the number of public service employment positions and services to be provided by the Program Operator the Prime Sponsor will provide operating funds sufficient for the first one and one half (1-1/2) months (45 days) Program Operation. (This provisions is intended to provide advance initial funding until regular funding is established.)

(c) Subsequently, upon receipt of monthly cost accounting statements and invoices as specified in Section 6, which statement shall specify expenses incurred and shall project costs forty-five days in advance, the Prime Sponsor shall forward to the Program Operator funds equivalent to the cumulative projected costs through the end of the next monthly (30-day) period, minus such funds already advanced by the Prime Sponsor to the Program Operator.

OBLIGATION POSTED
AMOUNT <u>87,904.00</u>
DATE <u>12/22/77</u>
INITIAL <u>B/A</u>

(d) Upon completion of the program, or upon the earlier termination of this subject program for any reason, any funds provided to the Program Operator pursuant to this Section 9 and not actually expended by the date of completion or the date of termination, as the case may be, shall forthwith be remitted to the Prime Sponsor by the Program Operator. Thereafter, within sixty (60) days after the close of the month in which the services or activities to be provided by the Program Operator pursuant to this agreement are completed or earlier terminated, as the case may be, the Program Operator shall provide to the Prime Sponsor a final expenditure report. If the Program Operator shall have actually incurred authorized costs through the completion or earlier termination date, as the case may be, which exceed the total of funds previously provided by the Prime Sponsor to the Program Operator for services or activities, then the Prime Sponsor shall reimburse the Program Operator for such actual, authorized excess costs through the completion or termination date, as the case may be. However, should the total funds advanced by the Prime Sponsor exceed the Program Operator's actual costs through the completion or earlier termination date, as the case may be, the Program Operator shall at the time of submission of such final expenditure report remit to the Prime Sponsor any such excess funds.

#### SECTION 10: Contractor's Budget

The Program Operator must submit together with this agreement a proposed budget subject to approval by the Prime Sponsor, to be attached hereto and made a part hereof by reference thereto, relating to that part of the total budget to be allocated and available directly to Program Operator. Said proposed budget shall conform to applicable Federal Laws and regulations and shall be in such form as may be specified by the Forms Handbook issued by the Department of Labor. Deviations from the contract budget may be made only with prior written approval of the Prime Sponsor. If at any time the Prime Sponsor determines that funds budgeted for this agreement will not be expended prior to the completion date of this agreement, the Program Operator will be so notified and those excess funds may be re-allocated to other existing services or activities or used for any other purpose for which the Prime Sponsor determines there is a need. The Prime Sponsor agrees to give consideration to the re-allocation to other existing services or activities within the geographical boundaries of the Program Operator from which the said excess funds are taken, but only insofar as re-allocation of said excess funds within the geographical boundaries of the Program Operator is consistent with the priority goals and purposes of the Prime Sponsor.

#### SECTION 11: Indemnification Requirements

A. Cash Restrictions: All funds (cash, checks and otherwise) shall be payable to Chesapeake Community Action Service Organization and delivery by the Prime Sponsor to the Program Operator shall be sent to 201 Andrea Lane, Chesapeake, VA 23320, who are acknowledged as the appropriate payee and recipient, respectively, by Program Operator. The Program Operator hereby agrees that any and all funds received



from the Prime Sponsor pursuant to the terms of this agreement shall be deposited, in a duly chartered State or National bank or banks, reasonably satisfactory to the Prime Sponsor, to the credit of the Program Operator. The Program Operator further agrees that any disbursements made pursuant to the services or activities contemplated by this agreement shall be made by check drawn on such bank or banks, except that it shall be permitted to operate a revolving petty cash fund not to exceed ONE HUNDRED and 00/100 (\$100.00) DOLLARS, provided that all deposits to such fund shall be by check drawn on the aforesaid bank accounts, and all distributions for such fund shall be supported by signed vouchers and other supporting data reasonably necessary to provide accurate and complete disclosure of the operation of such petty cash fund.

B. Money and Securities: The official of the Program Operator to whom funds will be delivered shall be bonded with a surety licensed to do business in the State of Virginia in an amount not less than the funds to be delivered to such official pursuant to this agreement. The Program Operator shall provide the Prime Sponsor with a certificate of such surety bond prior to the delivery of any funds to the Program Operator. In addition thereto, the Program Operator shall be responsible and liable to the Prime Sponsor for the misapplication, embezzlement or other improper disbursement or utilization of the aforesaid funds by any official, agent or employee of the Program Operator, of any agency or subcontractor of the Program Operator. In addition thereto, the Program Operator shall be responsible and liable to the Prime Sponsor for losses of such funds on account of burglary, robbery, forgery, counterfeiting or any other peril, regardless of the perpetrator thereof. Program Operator shall not be liable to Prime Sponsor as to funds administered directly by Prime Sponsor as a subcontractor of Program Operator.

C. • "Hold Harmless" Clause: The Program Operator, prior to the payment of any funds under this agreement to Program Operator by the Prime Sponsor, will cause an insurance policy to be issued by a company licensed to issue such an insurance policy in the State of Virginia and countersigned by a resident agent in Virginia, both subject to the reasonable approval of the Prime Sponsor, which will: (1) reimburse, hold and save the Prime Sponsor harmless from all charges, damages, costs, including legal fees, loss or expenses that the Prime Sponsor may be required to pay or otherwise sustain, arising out of or related to, any agreements between the said Program Operator and the Prime Sponsor, and by reason of any person, firm or corporation being injured or damaged in any person or property, arising out of or related to, any agreements between the said Program Operator and the Prime Sponsor, or as a result of any act, omission or negligence of the Program Operator, or any subcontractor including Prime Sponsor, as an accomodation subcontractor of Program Operator; (2) in the event that suit or proceeding shall be brought against the Prime Sponsor, either independently or jointly with the said Program Operator on account thereof, defend the Prime Sponsor in any such suit or proceeding; (3) in the event of a final judgment or decree being obtained against the Prime Sponsor, either independently or jointly with the said

Program Operator, pay such judgment or comply with such decree with all costs and hold the Prime Sponsor harmless therefrom; and (4) will provide public liability coverages of not less than \$300,000, to cover the injury to or death of one person in any one occurrence and not less than \$1,000,000 to cover the injury to or death of more than one person in any occurrence, together with property damage coverage of not less than \$100,000. The Prime Sponsor shall be named as the primary or as an additional insured under the contract. Premiums chargeable for the insurance shall be paid by the Program Operator and it shall be kept in force during the term of this agreement. It shall contain a provision that it shall not be canceled or terminated or otherwise allowed to expire until after at least sixty (60) days written notice to that effect is given to the Prime Sponsor. The insurance contract shall be approved by the Prime Sponsor's legal counsel. A Certified copy of said insurance policy must be furnished to the Prime Sponsor.

#### SECTION 12: Counterparts

This agreement shall be executed in three (3) counterparts, each of which shall be deemed an original.

#### SECTION 13: Termination of Services

Notwithstanding any other section of this agreement, and in addition thereto, this contract and the obligations provided hereunder may be terminated in whole or in part or may be curtailed in whole or in part by the Prime Sponsor, for any of the following causes: (a) the Program Operator is not in compliance with any provision of this agreement; (b) the Program Operator is not in compliance with the CETA of 1973, as amended, or the regulations issued thereunder; or (c) any assurance or certification made by the Program Operator hereunder is not substantially true and accurate. In addition thereto, this agreement shall automatically terminate in the event the Department of Labor funds are terminated or funding is restricted or curtailed in any manner. In the event of termination, as aforesaid, the Prime Sponsor's obligation to compensate the Program Operator for services performed or to be performed shall immediately cease. In addition thereto, the Prime Sponsor may terminate this agreement at any time by giving at least thirty (30) days notice in writing to the Program Operator.

In the event of any termination pursuant to this Section 13, all remaining funds will be returned to the Prime Sponsor, in the manner provided by paragraph (c) of Section 9 of this agreement, and may be subsequently disbursed according to a plan or plans determined by the Prime Sponsor.

The appeal procedures set forth in Section 7 of this agreement shall not be applicable in case of termination under this Section 13.

## SECTION 14: Federal Rules and Regulations

The Program Operator agrees to abide by all present and future Federal rules and regulations imposed upon the Prime Sponsor, or which are applicable to this agreement or to the activities of the Program Operator carried on pursuant to this agreement, by Federal authorities, and further agrees as follows:

A. That this agreement includes, by reference thereto, but is not limited to, all applicable provisions of the Comprehensive Employment and Training Act of 1973, as amended.

B. That the Program Operator will conduct its operations under this agreement in compliance with all applicable laws, ordinances and codes of the Commonwealth of Virginia and (when applicable) the Cities of Norfolk, Virginia Beach, Portsmouth, Chesapeake, Suffolk, Franklin and the Counties of Southampton, and Isle of Wight.

C. That the Program Operator will conduct its public service employment program in full compliance and accordance with the provisions of the Comprehensive Employment and Training Act of 1973, as amended, and all relevant Federal Regulations therefor as published in the Federal Register of June 25, 1976, December 10, 1976, January 11, 1977 and May 13, 1977 or elsewhere.

## SECTION 15: Non-Expendable Property

All non-expendable property acquired or provided in transition by the Department of Labor for this agreement shall revert to Prime Sponsor ownership upon termination of this agreement. The Prime Sponsor may, however, upon advice of its Advisory Committee and/or Policy Council, assign the use of such property to the Program Operator under a subsequent contract.

## SECTION 16: Assurances and Certificates

### A. General Assurances

#### 1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act of 1973, as amended (CETA) (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, PL94-444 88 Stat. 1843), herein-after referred to as the Act, and with the regulations and policies promulgated thereunder; and
- b. It will comply with OMB Circular Number A-95 and Federal Management Circular (FMC) 74-7 and 74-4 as those circulars relate to the utilization of funds, the operation of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them or will notify the Executive Director of STAMA in writing within 30 days after promulgation of the amendments or revisions that it cannot so conform, so that he may take appropriate action, including termination if necessary.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
  - a. It possesses legal authority to apply for the grant; a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required;
  - b. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354), and in accordance with Title VI of the Act no person in the United States shall on the ground of race, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance, and the grantee will immediately take any measures necessary to effectuate this assurance.
  - c. It will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
  - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (Sections 703(1) and 712).

- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646 and FMC 74-7 issued thereunder) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
- g. It will comply with the requirements that no program under the Act shall involve political activities (Section 710).
- h. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties (Section 702(a)).
- i. It will give the Department of Labor and the Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the grant (Section 713(2)).
- j. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship (Section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (Section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (Section 703(4)).
- m. Provision of appropriate workman's compensation to all participants in on-the-job training, work experience or public service employment activities and appropriate insurance for all participants in classroom training services to clients, or other activities (Section 703(6)).

- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (Section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (Section 703(8)).
- p. Training and related services will, to the maximum extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (Sections 703(9), 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the Prime Sponsor has determined there is reasonable expectation for employment (Section 703(10)).
- r. CETA Funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (Section 703(11)).
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed and low income persons for meaningful employment opportunities (Sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (Section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-

service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (Section 703(14)).

- v. The program makes appropriate provision for the manpower needs of youth in the area served (Section 703(15), and will assure that:

- (1) Individuals receiving training on the job shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or, if higher, under the applicable State or local minimum wage law (Section 111(b)).
- (2) Persons employed in public service jobs under this Act shall be paid wages which shall not be lower than whichever is the highest of (a) the minimum wage which would be applicable to the employee under the Fair Labor Standards Act of 1938, if Section 6(a)(1) of such title applies to the participant and if he were not exempt under Section 13 thereof, (b) the State or local minimum wage for the most nearly comparable covered employment, or (c) the prevailing rates of pay for persons employed in similar public occupations by the same employer (Section 208(a)(2)).

- w. It will comply with the labor standards requirements set out in Section 706 of the Act.

- x. Services and activities provided under this Act will be administered by or under the supervision of the Program Operator (Sections 105(a)(1)(b) and 205(c)(1)).

B. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designated to (1) promote the advancement of participants to employment or gaining opportuni-

ties suitable to the individuals involved, whether in public or private sector of the economy; (2) provide participants with skills for which there is an anticipated high demand; or (3) provide participants with self-development skills; except where exempt under the provisions of Section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (Sections 205(c)(4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate recedes, except where exempt under Section 604 of the Act (Sections 205(c)(6) and 604).
3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person on lay-off from the same or any substantially equivalent job (Section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (Section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not be otherwise immediately available (Section 205(c)(9)).
6. Periodic review procedures established pursuant to Section 207(a) of the Act will be complied with (Section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment for those whom it is the purpose of the Act to assist (Section 205(c)(18)).



8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (Sections 205(c)(19) and 604).
9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (Section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in Section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (Section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (Section 205(c)(23)).
12. The jobs in each job category in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each job category until applicable personnel procedures and collective bargaining agreements have been complied with (Section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (Section 205(c)(25)).

C. Additional Assurances for Title VI Programs

All assurances in B above apply to activities funded under Title VI. In addition the applicant will assure that:

(1) Only persons residing in the area covered by the eligible applicant under Title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the resi-

dents of such areas except that funds allocated under Title VI of the Act (Section 603(a)(2)(B)), to an area of substantial unemployment shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment. (Section 603(a)(2)).

(2) All persons employed under any program, other than necessary technical, supervisory and administrative personnel, will be selected from among unemployed and underemployed persons and that under Title VI preferred consideration shall be given, to the maximum extent feasible, consistent with provisions of the Act, to unemployed persons who have exhausted unemployment insurance benefits, to unemployed persons who are not eligible for unemployment insurance benefits (except for persons lacking work experience), and to unemployed persons who have been unemployed for 15 or more weeks.

#### SECTION 17: Relationship of Program Operator to Prime Sponsor

The Program Operator's relationship with the Prime Sponsor shall be that of an independent contractor, and nothing in this agreement is intended or shall be construed as creating the relationship of employer and employee, joint venturers, partners or any other relationship whatsoever. The Prime Sponsor shall have no relationship with the Program Operator's staff, employees, agents, or representatives or with the individuals, participants, beneficiaries or clients to be employed by the Program Operator, with the funds provided by the Prime Sponsor pursuant to this agreement, other than as has been expressly agreed to herein pursuant to PL94-444.

#### SECTION 18: Notices

All notices sent pursuant to the terms of this agreement shall be deemed to have been given on the date mailed, if mailed by registered or certified mail, if to the Prime Sponsor at #16 Koger Executive Center, Norfolk, Virginia, and if to the Program Operator at 201 Andrea Lane, Chesapeake, Virginia 23320, until otherwise notified of a different address in writing.

#### SECTION 19: Federal Law

To the extent that any provision of this agreement may be at variance with the requirements of CETA, the regulations issued from time to time thereunder, including specifically, but not limited to, Regulations issued June 25, 1976 and December 10, 1976, January 11, 1977 and May 13, 1977, and other applicable laws, it is expressly agreed and understood by the Prime Sponsor and the Program Operator, that the provisions of this agreement are hereby modified to be in conformity with said requirements of CETA, regulations and other laws.

SECTION 20: Execution of Agreement

This agreement shall not be binding until executed by the Prime Sponsor, after first being signed and submitted by the Program Operator, after being duly approved and ratified by Program Operator's governing body or otherwise as required under its charter and under State law. Proof of such approval will be provided Prime Sponsor.

IN WITNESS WHEREOF, the Chesapeake Community Action Service Organization has caused this agreement to be executed and signed in its name by Waverly R. Casella, its President, and the SOUTHEASTERN TIDEWATER AREA MANPOWER AUTHORITY has caused this agreement to be executed and sealed in its name by James L. Jennings, its Director, all as of the date and year first above written.

Chesapeake Community Action Service Organization  
(Name of Program Operator)

By Waverly R. Casella  
Name and Title  
President

ATTEST:

\_\_\_\_\_  
Name and Title

SOUTHEASTERN TIDEWATER AREA  
MANPOWER AUTHORITY

James L. Jennings  
James L. Jennings, Director

# LINE ITEM BUDGET

6-006-8-3420

OBJECT CODE:	Admin 81		Wages 82		Trng 83		Fringe Benefits 84		Allow 85		Service 86		TOTAL	
10 Personnel Salaries			65,755										65,755	
15 Fringe Benefits							4965						4,965	
20 Travel-Local							3555						3,555	
21 Travel-Out of Town														
25 Equip. Rental	222												222	
26 Equip. Purchase														
27 Equip. Repair														
30 Space Rent														
31 Space Repair & Main.														
35 Utilities														
40 Telephone & Telegraph	1804												1,804	
41 Postage														
45 Supplies & Materials	3630				5530								9,160	
50 Printing	1343												1,343	
51 Advertising														
55 Publications														
60 Staff Develop.														
61 Client Tuition & Allow.														
62 Medical Exams														
63 Daycare														
65 Legal														
70 Audit														
75 Consulting														
80 Insurance	500												500	
95 Other	600												600	
TOTAL	8,099		65,755		5,530		4,965						87,904	

U.C.  
mend

U.C.  
not  
for

# BUDGET BREAKDOWN

Office Supplies				\$2543.00
RIF Textbooks				\$1975.00
Printing and Reproduction				\$1343
Audio Visual Equipment				
4 Record Players	@ \$85.00	=	\$340.00	
4 Bell and Howell Cassette Tape Recorder	@ \$71.95	=	\$288.00	
1 Bell and Howell Overhead Projector	@ \$149.00	=	\$149.00	
2 Filmstrip Projectors	@ \$155.00	=	<u>\$155.00</u>	
				\$1087.00
Audio Visual Material				\$ 395.00
Text Books				\$3160.00
Telephone Expenses				\$1804.00
Liability Insurance				\$ 500.00
Accountant				\$-600.00
Typewriter Rental				\$ 222.00

GRANTEE'S NAME AND ADDRESS

Seapeake Community Action Service  
Organization  
Andrea Lane  
Seapeake, VA 23320

U.S. DEPARTMENT OF LABOR  
Employment and Training Administration

BUDGET INFORMATION SUMMARY

GRANT NUMBER

6-006-8-3420

C. TYPE OF PROGRAM

1. ☐ Title I 3. ☐ Title III 4. ☒ Title VI  
2. ☐ Title II (Specify) \_\_\_\_\_

D. FOR REGIONAL OFFICE USE ONLY

CONTRACT KEY		MOD. DATE			Mod. Type
OPER	SLO.	MM	DD	YY	
0					
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30

E. BUDGET SUMMARY COST CATEGORIES

J. GRANT PROGRAM FUNCTION OR ACTIVITY	ESTIMATED UNEXPENDED FUNDS				NEW OR REVISED BUDGET				I. TOTAL
	b. Federal			c. Non-Federal	d. Federal			e. Non-Federal	
	1	2	3		1	2	3		
Administration							26		
Allowances							8,099		
Capital							35		
Grants Benefits							65,755		
Printing							8,520		
Supplies							5,530		
TOTAL	1	2	3	26					35
	G		1				87,904		87,904

F. CUMULATIVE QUARTERLY PROJECTIONS OF OBLIGATIONS AND EXPENDITURES (For Quarter Ending)

	1	2	3		21	22	23	24	25		1	2	3		21	22	23	24	25		1	2	3		21	22	23	24	25		1	2	3		21	22	23	24	25
					1	2	7	7							0	3	7	8							0	G	7	8						0	3	7	8		
			26								26											26									26								
Prime Sponsor Obligations	G		3								G		3									G		3						G		3							
Projected Expenditures by Program			35										35											35									35						
Classroom Training, Prime Sponsor			44										44											44									44						
On the Job Training			53										53											53									53						
Public Service Employment			62										62											62									62						
Work Experience			71										71											71									71						
	1	2	3	26							1	2	3	26								1	2	3	26						1	2	3	26					
Services to Participants	G		4								G		4									G		4						G		4							
Other Activities			35										35											35									35						
Estimated Expenditures for Vocational Ed.			44										44											44									44						
Special Grants to Governors																																							
Estimated Expenditures of Non-Fed. Funds			53										53											53									53						
Fed. Funds, Not in Prime Spon. Grant			62										62											62									62						
Total - Projected Expenditures			71										71											71									71						

62

U.S. DEPARTMENT OF LABOR - Employment and Training Administration

TYPE OF PROGRAM "X" 014

## CETA MONTHLY SCHEDULE

☐ TITLE II ☒ OTHER

ANTEE'S NAME AND ADDRESS

GRANT NUMBER

Nesapeake Community Action Service  
 Organization  
 01 Andrea Lane  
 Chesapeake, Virginia 23320

6-006-8-3420

## INSTRUCTIONS

I. Enter the total number of participants who are planned to be in the program covered by this schedule on the last day of each month. The entries in March, June, September, and December should agree with the entries in Part IC of the Program Planning Summary.

II. Enter the number of participants planned to be enrolled into a CETA Title II funded public service job who are rehires. A rehire is any individual who has been laid-off from regular, unsubsidized employment by the prime sponsor or agent and who is subsequently recalled by the former employer into a CETA-funded position as a participant.

III. Enter the planned accrued expenditures of Title II funds cumulative by month. The totals in December, March, June, and September should agree with the entries in Part FZ of the Budget Information Summary.

NUMBER OF INDIVIDUALS PLANNED TO BE ENROLLED AT END OF EACH MONTH

III. CUMULATIVE PROJECTED EXPENDITURES BY MONTH

OPEN	SL	MONTH <sup>22</sup>					26	TRANS.	OPER	SEQ.	MONTH <sup>22</sup>					26
		M	M	Y	Y						M	M	Y	Y		
		Dec	1	2	7	7	12				Dec	1	2	7	7	4,615
	1	Jan	0	1	7	8	12	G	1		Jan	0	1	7	8	13,844
	2	Feb	0	2	7	8	12	1	2	3	Feb	0	2	7	8	23,073
		March	0	3	7	8	12				March	0	3	7	8	32,302
		April	0	4	7	8	12				April	0	4	7	8	46,531
		May	0	5	7	8	12				May	0	5	7	8	50,989
		June	0	6	7	8	12				June	0	6	7	8	59,989
		July	0	7	7	8	12				July	0	7	7	8	69,218
		Aug	0	8	7	8	12				Aug	0	8	7	8	78,447
		Sept	0	9	7	8	12				Sept	0	9	7	8	87,904

II. PREVIOUSLY EMPLOYED BY SPONSOR OR AGENT

31

FOR REGIONAL OFFICE USE ONLY

CONTRACT KEY

Proj. Code	Reg.	SL	F.Y.	Project Number	Sub. Proj. No.	Comp. Code	Man. Ind.
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<b>a. GRANTEE'S NAME AND ADDRESS</b> Chesapeake Community Action Service Organization 201 Andrea Lane Chesapeake, VA 23320	U.S. DEPARTMENT OF LABOR Employment and Training Administration <b>CETA PROGRAM PLANNING SUMMARY</b>	<b>b. GRANT NUMBER</b> 6-006-8-3420
<b>c. GRANT YEAR</b> From <u>December 15, 1977</u> To <u>September 30, 1978</u>		<b>d. TYPE OF PROGRAM</b> 1. <input type="checkbox"/> Title I      3. <input type="checkbox"/> Title III Specify _____ 2. <input type="checkbox"/> Title II      4. <input checked="" type="checkbox"/> Title VI

FOR REGIONAL OFFICE USE ONLY

CONTRACT KEY												MOD. NO.	MOD. DATE			FISCAL YEAR
1	2	3	4	5	6	7	8	9	10	11	12		MM	DD	YY	
1	1	1	1	1	1	1	1	1	1	1	1					

**INSTRUCTIONS FOR COMPLETING SECTIONS I, II, AND III**

**Sec. I:** A (Total Enrollments) is the sum of A.1 and A.2. B (Total Terminations) is the sum of B.1 through B.3. C (Planned Enrollments) is A minus B.

**Sec. II:** Enter in line (a) Enrollments in each program activity cumulatively through the grant year, and in line (b) the number of participants planned to be enrolled in each program activity at the end of each quarter; participants who are concurrently enrolled in more than one activity should be counted in each activity in which they are enrolled.

**Sec. III:** Enter the cumulative number of participants in each segment to be enrolled during the grant year. Participants should be counted in as many significant segment groups as are applicable.

		REPORT PERIOD	A. TOTAL ENROLLMENTS	1. Enrollment this yr.	2. Participants Carried Over	B. TOTAL TERMINATIONS	1. Ending Employment	2. Direct Dismiss.	3. Indirect Dismiss.	4. Obtained Employment	5. Other Positive	6. Non-positive	C. PLANNED ENROLLMENTS end of year
a	1	12/77	12	12	0	0	0	0	0	0	0	0	12
b	1	3/78	14	14	0	2	1	0	0	1	0	1	12
c	1	6/78	17	17	0	5	2	0	0	2	0	3	12
d	1	9/78	17	17	0	17	5	0	0	5	0	12	0
		12/77-9/78	36	31	5	24	16	0	0	8	0	12	

II. PLANNED ENROLLMENTS IN PROGRAM ACTIVITIES									
					A	B	C	D	E
					CLASSROOM TRAINING		On-the-Job Training	Pub. Service Employment	Work Experience
					Other Spec.	Voc. Ed.			
1	2	a) Total Enrollments		12/77	7			12	
1	3	b) Currently Enrolled		12/77	7			12	
1	2	a) Total Enrollments		3/78	8			14	
1	3	b) Currently Enrolled		3/78	8			12	
1	2	a) Total Enrollments		6/78	8			17	
1	3	b) Currently Enrolled		6/78	8			12	
1	2	a) Total Enrollments		9/78	8			17	
1	3	b) Currently Enrolled		9/78	8			0	
1	2	a) Total Enrollments		12/77-9/78	31	5	11	44	
1	3	b) Currently Enrolled		12/77-9/78	26	11	26	41	44

**IV. OTHER ACTIVITIES**  
(Reference IIF)

Indicate other activities or special programs on attachments. Describe their objectives and list measures toward their achievement in a quantitative or narrative presentation.

SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE PLAN				SIGNIFICANT SEGMENTS	GRANT YEAR-TO-DATE PLAN			
	12/31	3/31	6/30	9/30		12/31	3/31	6/30	9/30
	(a)	(b)	(c)	(d)		(a)	(b)	(c)	(d)
A Veterans	2	3	3	3	F				
B					G				
C					H				
D					I				
E					J				



U.S. DEPARTMENT OF LABOR  
Employment and Training Administration

OCCUPATIONAL SUMMARY

3. PRIME SPONSOR

Chesapeake Community Action Service Organization  
201 Audrea Lane  
Chesapeake, VA 23320

1. GRANT NUMBER

6-006-8-3420

3. OCCUPATIONAL TITLE

NUMBER  
OF JOBS

CETA WAGE  
RATE

COMPARABLE  
WAGE RATE

DURATION OF  
EMPLOYMENT

TOTAL  
WAGES

(A)

(B)

(C)

(D)

(E)

(F)

Project Coordinator

1

5.20

5.20

9.5 mo.

7904

Secretary

1

3.67

3.67

9.5 mo.

5577

Instructor

3

4.08

4.08

28.5 mo.

18639

Canvasser

4

3.39

3.39

38 mo.

20558

Record Keeper/Disseminator

1

2.89

2.89

9.5 mo.

4394

Surveyor/Field Worker

1

2.89

2.89

9.5 mo.

4394

Instructor Aide

1

2.89

2.89

9.5 mo.

4394

4. TOTAL

12

114 mo.

65860

ASSIGNMENTS OF ERROR

1. The Commission erred in finding that STAMA was a "person" as that term is used in Section 65.1-29.
2. The Commission erred in disregarding the Stipulation of Facts between the parties which provided that the employees of the Chesapeake Community Action Service Organization (herein CCASO) were not engaged in the trade, business or occupation of STAMA.
3. The Commission erred in finding that in performing her duties for CCASO the claimant was the statutory employee of STAMA.