

IWT SUMMARY SHEET

Local WDA Name:

Business Name:

Business Address:

Business City/State/Zip:

Business Phone:

Contact Person:

Contact Phone:

Contact Email:

Agreement #:

Agreement Amount:

Agreement Period:

of Employees Trained:

Program Activity Report Due On Day Of Each Month:

Cumulative Expenditure Report Due On Day Of Each Month:

Frequency:
(Monthly or Quarterly)

Trainee Forms due within how many days:

Final Report due within how many days:

WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAM

**INCUMBENT WORKER TRAINING
AGREEMENT SIGNATURE SHEET**

Business:

Project Title:

Agreement Number:

Agreement Amount:

Contact:

Agreement Period:

of Employees to be Trained:

Conditions:

- This is a cost reimbursement agreement. The Administrative Entity agrees to pay the Business allowable costs incurred in the performance of the functions outlined in an amount up to but not to exceed the Agreement Amount.
- Program activity reports, including Trainee Information Forms and the Final Program Report must be submitted to the Administrative Entity no later than the _____ of the following month.
- Monthly Invoices/Requests for Payment and Cumulative Expenditure Reports, inclusive of all expenses up to and including the last day of the month, must be submitted to the Administrative Entity no later than the _____ of the following month.
- All funds not expended by the end of the Agreement Period will be forfeited to the Administrative Entity.

Authorized Signature(s):

The following individual(s) is/are authorized to sign program and financial reports submitted to the Administrative Entity on behalf of this Business and relating to this Agreement.

Name/Title: _____ Name/Title: _____

_____, hereinafter called the Administrative Entity, hereby enters into an Agreement with the Business named above to implement an Incumbent Worker Training program. The Agreement consists of this Signature Sheet, Program Work Statement, and approved Application and Budget. By signing for the Business named above, I hereby certify that I am an authorized representative of said Business, with the authority to commit the Business to legally binding contracts and agreements.

Administrative Entity:

Name: _____
Title: _____

Business:

Name: _____
Title: _____

Signature Date

Signature Date

Agreement # _____
PROGRAM WORK STATEMENT

This Agreement is entered into by _____ and _____, hereinafter referred to as the Administrative Entity and the Business/Consortium respectively.

1.0 BASIS FOR AGREEMENT

- 1.0.1 Pursuant to the provisions of the Workforce Innovation and Opportunity ACT (WIOA) and its implementing regulations, this agreement is written for the purpose of providing incumbent worker training.
- 1.0.2 This agreement is based on the application submitted by the Business/Consortium and negotiated between all parties. The Business/Consortium agrees to train employees as described in the approved application and negotiated budget (attached to this agreement).
- 1.0.3 The Business/Consortium warrants that the information set forth in the application is true, correct and complete in all material aspects and that, as part of this agreement, may only be amended by prior approval of the Administrative Entity and subject to mutual agreement by all parties.
- 1.0.4 The Administrative Entity is prepared to provide funds as outlined in the approved Budget, a copy of which is attached. These funds shall be expended solely for the purpose of the approved program budget on a reimbursement and performance method of payment.
- 1.0.5 The Administrative Entity's liability under this Agreement is contingent upon the continued availability of appropriated and allocated funds under the Workforce Innovation and Opportunity Act. The Business/Consortium agrees that the Administrative Entity shall be the final determiner of the availability of such funds.

1.1 TERM OF AGREEMENT

- 1.1.1 The agreement period is indicated on the signature sheet of this Agreement. Training may not begin prior to the effective date of this Agreement.
- 1.1.2 During the term of this Agreement, the Business/Consortium agrees to:
 - (a) comply with all applicable federal, state and local laws related to the execution of the program
 - (b) cooperate with the Administrative Entity in every reasonable way to ensure the successful delivery of the training program and attainment of specific training objectives.

1.2 BUSINESS/CONSORTIUM REPORTING REQUIREMENTS

- 1.2.1 Trainee Information Forms. The Business/Consortium shall provide an itemized list of individual trainee/employee information for each training class within _____ days of the start of training. Such information will be collected in a database and used to measure the impact of this training. Only aggregate data will be used; no individual personal information will be reported.
- 1.2.2 Payments. Payments shall be made to the Business/Consortium on a reimbursement and performance basis. The Business/Consortium will submit invoices to the Administrative Entity including documentation of expenditures in such detail as to provide for a proper pre-audit and post-audit.
- 1.2.3 Ineligible Costs. The following activities shall not be funded with any of the grant funds:

- (a) trainee/employee wages or travel;
- (b) training equipment;
- (c) capital improvements;
- (d) curriculum development;
- (e) purchase of any item or service that possibly may be used outside of the training project (to include computer equipment and non-training related software);
- (f) costs incurred prior to the effective date of the agreement; and
- (g) administrative costs allocated to third party brokers.

1.2.4 Expenditure Reports. During the term of this Agreement, the Business/Consortium shall provide the Administrative Entity Invoices and Cumulative Expenditure Reports, inclusive of all expenses up to and including the last day of the month, must be submitted to the Administrative Entity no later than the of the following month.

These reports consist of:

- (a) Cumulative Expenditure Form - an accounting of actual expenditures compared against budgeted expenditures; and
- (b) Detailed supportive documentation.

1.2.5 Final Trainee Information. Within days of completion of training, the Business/Consortium will provide the Administrative Entity with a Final Trainee Information Form, which will include sufficient documentation for identification of all participants that would allow for calculation of performance measures and any other outcomes deemed pertinent to the Administrative Entity.

1.2.6 Final Program and Budget Reports. Within days of completion of training, or within days of the expiration of this Agreement, whichever occurs first, the Business/Consortium will provide the Administrative Entity with a certification that the training program has been completed in compliance with the terms and conditions of this Agreement. The Business/Consortium will provide reports which shall specify:

- (a) a summary of the training program costs pursuant to this Agreement;
- (b) outcome/impact information; and
- (c) Business/Consortium evaluation of the Incumbent Worker Training Program.

1.2.7 Performance Holdback. The Administrative Entity shall withhold final payment until the Final Program and Budget Report is submitted and all specified performance criteria have been achieved to include:

- (a) submission of required documentation
- (b) employer matching contribution requirement

1.3 BUSINESS/CONSORTIUM ADMINISTRATIVE REQUIREMENTS

1.3.1 Audit and Records. During the term of this Agreement, the Business/Consortium agrees to comply with the following requirements:

- (a) maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures for funds provided by the Administrative Entity for a period of three years after conclusion of the Agreement. Such records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by representatives of the Administrative Entity and/or state personnel responsible for the oversight, monitoring, and evaluation of the Workforce Innovation and Opportunity Act;

(b) submit all bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit;

(c) maintain financial records and reports related to funds paid to any parties for work on the matters which are the subject of this Agreement; and

(d) include these record-keeping requirements in contracts and subcontracts entered into by the Business/Consortium with any party for work required under terms of this Agreement.

1.3.2 Liability. The Business/Consortium assumes the risk of any claims, suits, judgments or damages arising from the Business/Consortium's performance of, or failure to perform, the tasks and duties which are the subject of this Agreement, or from the Business/Consortium's participation in the program. The Business/Consortium shall indemnify, defend, and hold the Administrative Entity harmless from all claims, suits, judgments or damages arising out of intentional acts, negligence or omissions from the Business/Consortium's performance of the tasks and duties which are the subject of this Agreement.

1.3.3 The Business/Consortium shall act independently and not as an employee of the Administrative Entity in the performance of the tasks and duties which are specific obligations of the Business/Consortium pursuant to this Agreement.

1.3.4 Non-discrimination. The Business/Consortium will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, color, religion, sex, marital status, national origin, sexual orientation, age, disability, political affiliation or belief.

1.3.5 Drug-Free Workplace. The Business/Consortium will provide a drug-free workplace by:

(a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Business/Consortium's workplace;

(b) specifying the actions that will be taken against employees for violation of such prohibition;

(c) establishing a drug-free awareness program;

(d) making it a requirement that each employee to be enrolled in training under the grant be given a copy of the statement required by paragraph (a);

(e) notifying the employee that, as a condition of employment, the employee will:

(1) abide by the terms of the statement in paragraph (a); and

(2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(f) notifying the Administrative Entity within ten (10) days after receiving notice under subparagraph (e)(2) from an employee or otherwise receiving actual notice of such conviction; and

(g) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (e)(2), with respect to any employee who is so convicted –

(1) taking appropriate personnel action against such an employee, up to and including termination; and

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency; and

(h) making a good faith effort to continue to maintain a drug-free workplace.

1.4 MODIFICATION

1.4.1. No provision for automatic renewal or extension of this Agreement shall be effective.

1.4.2 This writing contains the entire Agreement of the parties. No representations were made or relied upon by any party, other than those that are expressly set forth in this Agreement. No agent, employee, or

other representative of any party is empowered to alter any of the terms of this Agreement, unless done in writing and signed and approved by an authorized signatories of both the Administrative Entity and the Business/Consortium. The parties agree to renegotiate this Agreement if revisions of any applicable laws, regulations or decreases in funds availability make changes to this Agreement necessary.

1.5 TERMINATION

In the event that the Business/Consortium materially defaults in the performance of any duty, obligation, covenant or agreement imposed on it or made by it in this Agreement, then the Administrative Entity shall provide to the Business/Consortium notice of such default. The Business/Consortium shall have fifteen (15) calendar days within which to initiate action to correct the default and thirty (30) calendar days within which either to cure the default, or to demonstrate to the satisfaction of the Administrative Entity that corrective action has been taken and will likely result in curing the breach. In the event that the Business/Consortium fails to cure the default, the Administrative Entity will have the right to terminate this Agreement.

1.6 GENERAL CONDITIONS

- 1.6.1 The Business/Consortium acknowledges and agrees that any expenses incurred above and beyond the grant funds shall be borne and paid by the Business/Consortium. The Business/Consortium will be liable for any project funds used for purposes other than payment of costs listed in the approved budget. The Business/Consortium shall indemnify and hold the Administrative Entity harmless for claims made by any third party with respect to expenses incurred or activities performed by the Business/Consortium in fulfillment of this project.
- 1.6.2 The Business/Consortium certifies that agreement funds shall not be used to lobby state or federal legislatures, judiciaries, or agencies.
- 1.6.3 The Business/Consortium acknowledges and agrees that
 - (a) neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this agreement by any federal department or agency; and
 - (b) where the Business/Consortium is unable to certify to any of the statements in 1.6.3(a), the Business/Consortium shall provide an explanation.
- 1.6.4 The parties agree to comply with all the terms and provisions of this Agreement.

Approved Training Program Budget

BUDGET CATEGORY	TRAINING ASSISTANCE REQUESTED	BUSINESS MATCHING CONTRIBUTION	TOTAL
INSTRUCTOR WAGES/TUITION			
MATERIALS/SUPPLIES/ TEXTBOOKS			
OTHER COSTS (describe)			
TOTAL			

TRAINING PLAN

TRAINING		STAFF	COST
#1			
NOTES:			
#2			
NOTES:			
#3			
NOTES:			
#4			
NOTES:			
#5			
NOTES:			
#6			
NOTES:			
#7			
NOTES:			
#8			
NOTES:			
#9			
NOTES:			
#10			
NOTES:			
TOTAL			