

WIOA Incumbent Worker Training Program

IWT Summary Sheet

*Please return this form to the Department of Employment and Workforce

IWT Number:

LWDA Name:

Business Name:

Business Address:

Business City/State/Zip:

Business County:

Business Phone:

Contact Person:

Contact Phone:

Contact Email:

LWDA Agreement Number:

Agreement Amount:

Agreement Period:

Number of Employees in Training:

Program Activity Report Due On:

Trainee Forms Due within Days

Final Report Due within Days

WIOA Incumbent Worker Training Program

Agreement Signature Sheet

Please return this form to the Department of Employment and Workforce

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 reimburse the Business for allowable costs up to, but not exceeding the Agreement Amount, incurred during the delivery of Incumbent Worker Training as outlined in the agreement.
- _____ Trainee Progress Reports must be submitted to the Administrative Entity no later than the _____ of the following month.
- The Final Program Report must be submitted to the Administrative Entity no later than _____ days after the end of the agreement.
- 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:

Business:

Name:

Name:

Title:

Title:

Signature:

Date:

Signature:

Date:

WIOA Incumbent Worker Training Program

Program Work Statement

Agreement

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

1.1 BASIS FOR AGREEMENT

- 1.1.1 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.
- 1.1.2 This agreement is based on the application submitted by the Business/Training Consortium and negotiated between all parties. The Business/Training Consortium agrees to train employees as described in the approved application and negotiated budget (attached to this agreement).
- 1.1.3 The Business/Training 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.
- 1.1.4 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.
- 1.1.5 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/Training Consortium agrees that the Administrative Entity shall be the final authority on the availability of such funds.

1.2 TERMS OF AGREEMENT

- 1.2.1 The agreement period is indicated on the signature sheet of this Agreement. Training may not begin prior to the effective date of this Agreement.
- 1.2.2 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, attainment of specific training objectives, and documentation of training outcomes.
- 1.2.3 Employee Eligibility. To qualify as an incumbent worker, the individual needs to be:
 - Employed;
 - Meet the Fair Labor Standards Act requirements for an employer-employee relationship; and
 - Have an established employment history with the employer for six months or more, unless the training is being provided to a group/cohort of employees and the majority of employees have been employed with the business for six months or more.

It is the responsibility of the LWDA to develop a process for ensuring that employees participating in training have been employed with the business for six months or more. The process for determining length of employment for each employee participating in training is outlined below:

- 1.2.4 Payments. Payments shall be made to the Business/Training Consortium on a reimbursement and performance basis. The Business/Training 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.
- 1.2.5 Ineligible Costs. The following activities shall not be funded with any of the grant funds
- (a) administrative costs incurred by the Business/Training Consortium
 - (b) trainee wages or travel
 - (c) training equipment
 - (d) capital improvements
 - (e) curriculum development
 - (f) purchase of any item or service that possibly may be used outside of the training project including computer equipment and non-training related software)
 - (g) costs incurred prior to the effective date of the agreement

1.3 BUSINESS/TRAINING CONSORTIUM REPORTING REQUIREMENTS

- 1.3.1 SC Works Online Services System (SCWOS). Training projects are performance based with specific measurable outcomes. For performance and reporting purposes, the Business/businesses included in a Training Consortium and all IWT participants must be registered and tracked in SCWOS using their Federal Employer Identification Numbers and Social Security Numbers, respectively.

To eliminate the need for the Business/Training Consortium to provide the employee's full SSN to the Administrative Entity, employees should register in SCWOS using their full SSN once identified as an IWT participant but no later than the first day of training. Subsequent documentation provided by the Business/Training Consortium to the Administrative Entity should only need to include the last four digits of the employee's SSN to identify the employee in SCWOS.

- 1.3.2 Initial Trainee Information Forms. The Business/Training 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 SCWOS and used to measure the impact of this training. Only aggregate data will be used; no individual personal information will be reported. This documentation should include:
- (a) Participant's name
 - (b) Last four digits of participant's SSN, or participant's full SCWOS User ID or State ID
 - (c) Date of Birth
 - (d) Gender
 - (e) Race
 - (f) Ethnicity
 - (g) Veteran Status
 - (h) Disability Status
 - (i) Limited English Proficiency
 - (j) Highest grade completed
 - (k) Current Hourly Wage
 - (l) Training course name
 - (m) Actual training start date
 - (n) Projected training end date
 - (o) ONET code for training

- 1.3.3 Expenditure Reports. During the term of this Agreement, the Business/Training Consortium shall submit Cumulative Expenditure Reports to 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 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 supporting documentation.
- 1.3.4 Trainee Progress Reports. On a quarterly basis, the Business/Training Consortium will provide the Administrative Entity with a Trainee Progress Report, 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. Such documentation must include either the last four of the employee's Social Security Number, or South Carolina Works Online Services (SCWOS) User ID or SCWOS State ID Number. Trainee Progress Reports must be submitted no later than _____ days from the end of the quarter.
- 1.3.5 Final Program Reports. Within _____ days of completion of training, or within _____ days of the expiration of this Agreement, whichever occurs first, the Business/Training 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/Training Consortium will provide reports which shall specify:
- (a) original award amount and actual expenditures;
 - (b) the start and end dates of the training program;
 - (c) the title and a description of the training program;
 - (d) the type and a description of the credential(s) earned;
 - (e) the number of employees who completed the training program;
 - (f) the number of employees who earned a credential;
 - (g) the number of promotions or wage increases as a result of completing the training program;
 - (h) the number of existing jobs saved;
 - (i) the number of new jobs created;
 - (j) layoff or closure; and
 - (k) other outcomes

The Administrative Entity shall withhold final payment until the final Trainee Progress Report form and Final Program Reports are submitted.

1.4 BUSINESS/TRAINING CONSORTIUM ADMINISTRATIVE REQUIREMENTS

- 1.4.1 Audit and Records. During the term of this Agreement, the Business/Training 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

which are the subject of this Agreement; and

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

- 1.4.2 Liability. The Business/Training Consortium assumes the risk of any claims, suits, judgments or damages arising from the Business/Training Consortium's performance of, or failure to perform, the tasks and duties which are the subject of this Agreement, or from the Business/Training Consortium's participation in the program. The Business/Training 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/Training Consortium's performance of the tasks and duties which are the subject of this Agreement.
- 1.4.3 The Business/Training 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/Training Consortium pursuant to this Agreement.
- 1.4.4 Non-discrimination. The Business/Training 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.
- 1.4.5 Drug-Free Workplace. The Business/Training 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/Training 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.

1.5 MODIFICATION

- 1.5.1 No provision for automatic renewal or extension of this Agreement shall be effective.
- 1.5.2 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/Training 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.

1.6 TERMINATION

In the event that the Business/Training 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/Training Consortium notice of such default. The Business/Training 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/Training Consortium fails to cure the default, the Administrative Entity will have the right to terminate this Agreement.

1.7 GENERAL CONDITIONS

- 1.7.1 The Business/Training Consortium acknowledges and agrees that any expenses incurred above and beyond the grant funds shall be borne and paid by the Business/Training Consortium. The Business/Training Consortium will be liable for any project funds used for purposes other than payment of costs listed in the approved budget. The Business/Training 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/Training Consortium in fulfillment of this project.
- 1.7.2 The Business/Training Consortium certifies that agreement funds shall not be used to lobby state or federal legislatures, judiciaries, or agencies.
- 1.7.3 The Business/Training 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/Training Consortium is unable to certify to any of the statements in 1.7.3(a), the Business/Training Consortium shall provide an explanation.
- 1.7.4 The parties agree to comply with all the terms and provisions of this Agreement.

**WIOA Incumbent Worker Program
Training Budget**

BUDGET CATEGORY	TRAINING ASSISTANCE REQUESTED	BUSINESS MATCHING CONTRIBUTION	TOTAL
INSTRUCTOR WAGES/TUITION			
MATERIALS/SUPPLIES/ TEXTBOOKS			
WAGES PAID WHILE ATTENDING TRAINING*	XXXXXXXXXXXXXXXXXXXXX		
OTHER EMPLOYER CONTRIBUTIONS TO THE COST OF TRAINING	XXXXXXXXXXXXXXXXXXXXX		
OTHER COSTS (describe)			
TOTAL			XXXXXXXXXXXXXXXXXXXXX

**Note: Wages paid to employees while attending training may be used as the business's/training consortium's contribution to the cost of training*

WIOA Incumbent Worker Training Program

Training Plan

Please attach documentation of the training curriculum or plan as made available by the training provider.

TITLE AND DESCRIPTION OF TRAINING		PARTICIPATING EMPLOYEES	PROJECTED START AND END DATES	COST
TITLE:				
DESCRIPTION:				
TITLE:				
DESCRIPTION:				
TITLE:				
DESCRIPTION:				
TITLE:				
DESCRIPTION:				
TITLE:				
DESCRIPTION:				
TITLE:				
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DESCRIPTION:				
TOTAL			XXXXXXXXXX	