

Arbor Book

WORKFORCE INNOVATION AND OPPORTUNITY ACT
(Authorized under Public Law 113-128)

GRANT SIGNATURE SHEET

Funded Under Title: WIOA

Grant #: 16M903Q1-UWIB
Modification #: ORIGINAL

FISCAL ENTITY FOR:
Upstate Workforce Board
Spartanburg County
PO Box 5666
Spartanburg, SC 29304

Grantee Name and Address:
Arbor E&T, LLC d/b/a
ResCare Workforce Services
9901 Linn Station Road
Louisville, KY 40223

Telephone #: 864.596.2528

Telephone #: 502.394.2100

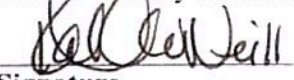
Spartanburg County, hereinafter called the Administrative Entity, having entered into an Agreement with Arbor E&T, LLC d.b.a. ResCare Workforce Services on behalf of the Upstate Workforce Board to administer funds received pursuant to Title I of the Workforce Innovation and Opportunity Act, will implement this part of the program for the comprehensive One Stop System. The Grant consists of the Signature Sheet, Program Work Statement, Contract Budget, and Terms and Conditions.

- A. **Type of Grant:** Cost Reimbursement
B. **Grant Period:** July 1, 2016 to June 30, 2017
C. **Effective Date:** July 1, 2016

FUNDING STREAM	ADMINISTRATION	PROGRAM	TOTALS
ADULT	\$0	\$819,538.40	\$819,538.40
DISLOCATED WORKER	0	\$698,125.31	\$698,125.31
GRAND TOTAL	\$0	\$1,517,663.71	\$1,517,663.71
GREENVILLE BST	\$0	\$(208,398.36)	\$(208,398.36)
WIOA GRAND TOTAL	0	\$1,309,265.35	\$1,309,265.35

Administrative Entity Approval:

Name: Katherine O'Neill
Title: County Administrator


Signature Date 7/14/16

Grantee Approval:

Name: Michael Hough
Title: Operating Officer


Signature Date 8/22/16

Executive Director Approval:

Name: Ann Angermeier
Title: Executive Director


Signature Date 7/12/16

Funding for the attached budget comes from the following funding streams. At no time should Arbor E&T, LLC d/b/a ResCare Workforce Services exceed the below in each category.

	Current
WIOA Formula Adult Program	\$ 819,538.40
WIOA Formula Dislocated Worker Program	\$ 698,125.31
GRAND TOTAL	\$ 1,517,663.71
*Greenville Portion BST Expenses	\$ (208,398.36)
UPSTATE WIOA TOTAL	\$ 1,309,265.35

*Based upon current estimates and minor variances are anticipated; variances beyond 10% of total will require modification

UPSTATE WORKFORCE AREA

Service Provider
 Arbor E&T, LLC d/b/a ResCare Workforce
 Services
 Project/Activity
 ONESTOP OPERATOR

Contract #:
 16M903Q1-UWB
 Modification #:
 Original
 Funding Source:
 WIOA

	Total Funding Stream Split		Business Solutions Team		Net Upstate Budget
	Adult	Dislocated Worker	Total BST	Greenville Portion BST	
	54.00%	46.00%			
TOTAL BUDGET					
Salaries	\$ 576,827.91	\$ 311,487.07	\$ 246,707.27	\$ (122,627.46)	\$ 454,200.45
Fringes	\$ 129,503.63	\$ 69,931.96	\$ 55,385.78	\$ (27,531.09)	\$ 101,972.54
Temp Labor	\$ -	\$ -	\$ -	\$ -	\$ -
Dues, Prof fees, Subscriptions	\$ 1,000.00	\$ 540.00	\$ 750.00	\$ -	\$ 1,000.00
Mileage	\$ 25,340.00	\$ 13,683.60	\$ 11,656.40	\$ (11,340.00)	\$ 14,000.00
Professional Development	\$ 12,000.00	\$ 6,480.00	\$ 5,520.00	\$ (2,000.00)	\$ 10,000.00
Travel - Out of Town	\$ 4,500.00	\$ 2,430.00	\$ 2,070.00	\$ (1,000.00)	\$ 3,500.00
Training	\$ 317,250.00	\$ 171,315.00	\$ 145,935.00	\$ -	\$ 317,250.00
Office Supplies	\$ 8,750.00	\$ 4,725.00	\$ 4,025.00	\$ (1,250.00)	\$ 7,500.00
Outreach	\$ 7,000.00	\$ 3,780.00	\$ 3,220.00	\$ -	\$ 7,000.00
Printing Supplies	\$ 1,500.00	\$ 810.00	\$ 690.00	\$ -	\$ 1,500.00
Postage	\$ 1,200.00	\$ 648.00	\$ 552.00	\$ -	\$ 1,200.00
Rent	\$ 144,500.00	\$ 78,030.00	\$ 66,470.00	\$ (9,000.00)	\$ 135,500.00
Equipment Rental	\$ 3,000.00	\$ 1,620.00	\$ 1,380.00	\$ -	\$ 3,000.00
Contract/ Consulting Services	\$ 30,200.00	\$ 16,308.00	\$ 13,892.00	\$ (700.00)	\$ 29,500.00
Telephone	\$ 16,020.00	\$ 8,650.80	\$ 7,369.20	\$ (2,520.00)	\$ 13,500.00
Utilities	\$ 10,000.00	\$ 5,400.00	\$ 4,600.00	\$ -	\$ 10,000.00
Misc & Facilities Costs	\$ 10,800.00	\$ 5,832.00	\$ 4,968.00	\$ (1,300.00)	\$ 9,500.00
Supportive Services	\$ 10,000.00	\$ 5,400.00	\$ 4,600.00	\$ -	\$ 10,000.00
Computers & Software	\$ 27,303.19	\$ 14,743.72	\$ 12,559.47	\$ (500.00)	\$ 26,803.19
Relocation	\$ 1,000.00	\$ 540.00	\$ 460.00	\$ -	\$ 1,000.00
Indirect	\$ 96,497.48	\$ 52,108.64	\$ 44,388.84	\$ (17,167.90)	\$ 79,329.58
Management Fee	\$ 83,471.50	\$ 45,074.61	\$ 38,396.89	\$ (11,461.91)	\$ 72,009.59
TOTAL GRANT COST	\$ 1,517,663.71	\$ 819,538.40	\$ 698,125.31	\$ (208,398.36)	\$ 1,309,265.35
Non-WIOA Resource Sharing					
Reimbursements (Refer to RSA) -					
Estimated					
TOTAL WIOA GRANT COST	\$ 1,517,663.71	\$ 819,538.40	\$ 698,125.31	\$ 428,841.72	\$ 1,309,265.35

*Arbor may use Salaries, Fringe and Temporary Help categories interchangeably provided the total expenses do not exceed approved amount and is in compliance with the approved staffing plan

STAFF WORKFORCE COST BUDGET SUMMARY

Bidder: ResCare Workforce Services
 Project: OneStop Operator

WIOA STAFF SALARIES AND FRINGE BENEFITS				
STAFF SALARIES	Avg. Salary	% of	No. of	Current Budget
Position Title	Per Month*	Time	Months	Amount
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 5,579.17	100.0%	12	\$ 66,950.00
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 3,862.59	100.0%	12	\$ 46,351.04
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 3,863.46	100.0%	12	\$ 46,361.54
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 5,000.00	50.0%	12	\$ 30,000.00
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 4,416.67	50.0%	12	\$ 26,500.02
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 3,083.60	100.0%	12	\$ 37,003.20
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 3,083.60	50.0%	12	\$ 18,501.60
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 2,666.67	50.0%	12	\$ 16,000.02
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 3,004.18	100.0%	12	\$ 36,050.16
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 3,413.56	100.0%	12	\$ 40,962.69
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 3,004.72	100.0%	12	\$ 36,056.59
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 3,004.72	100.0%	12	\$ 36,056.59
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ 2,901.17	50.0%	12	\$ 17,407.00
TOTAL WIOA SALARIES - Subject to Fringe				\$ 454,200.45
Salaries NOT subject to Fringe				
TOTAL WIOA SALARIES				\$ 454,200.45
FICA			7.65%	\$ 34,746.33
SUTA is calculated on the 1st	\$ 14,000.00	Per Empl	3.760%	\$ 6,843.20
FUTA is calculated on the 1st	\$ 7,000.00	Per Empl	2.40%	\$ 2,184.00
Workers Compensation			3.29%	\$ 14,943.19
Health Benefits			9.52%	\$ 43,255.82
LTD/ Life/ AD&D				\$ -
TOTAL FRINGE BENEFITS				22.45% \$ 101,972.54
TOTAL SALARIES AND FRINGE BENEFITS				\$ 556,172.99
INDIRECT COST:				
INDIRECT RATE 9.59% X #REF! = #REF!				
Indirect cost must be based on a rate approved by an appropriate federal agency or an indirect cost rate audit performed by an independent audit firm and consistent with applicable OMB Circular A-122 and other applicable federal guidelines and subject to				
TOTAL SALARIES, FRINGES, AND INDIRECT COST				

Operator: ResCare Workforce Services

INDIRECT COST SUMMARY

PY 16

<u>Line Item</u>	<u>Total Amount</u>	<u>Greenville BST</u>	<u>Net Upstate</u>
Salaries	\$ 576,827.91	\$ (122,627.46)	\$ 454,200.45
Fringes	\$ 129,503.63	\$ (27,531.09)	\$ 101,972.54
Temporary Help	\$ -	\$ -	\$ -
Dues - Professional	\$ 1,000.00	\$ -	\$ 1,000.00
Mileage	\$ 25,340.00	\$ (11,340.00)	\$ 14,000.00
Professional Development	\$ 12,000.00	\$ (2,000.00)	\$ 10,000.00
Travel - Out of Town	\$ 4,500.00	\$ (1,000.00)	\$ 3,500.00
Office Supplies	\$ 8,750.00	\$ (1,250.00)	\$ 7,500.00
Outreach	\$ 7,000.00	\$ -	\$ 7,000.00
Printing	\$ 1,500.00	\$ -	\$ 1,500.00
Postage	\$ 1,200.00	\$ -	\$ 1,200.00
Rent	\$ 144,500.00	\$ (9,000.00)	\$ 135,500.00
Equipment Rental	\$ 3,000.00	\$ -	\$ 3,000.00
Consulting Services	\$ 30,200.00	\$ (700.00)	\$ 29,500.00
Telephone	\$ 16,020.00	\$ (2,520.00)	\$ 13,500.00
Electric/Utilities	\$ 10,000.00	\$ -	\$ 10,000.00
Bldg/Equipment M&R-Insurance-Janitorial	\$ 10,800.00	\$ (1,300.00)	\$ 9,500.00
Computers & Software	\$ 27,303.19	\$ (500.00)	\$ 26,803.19
Relocation	\$ 1,000.00	\$ -	\$ 1,000.00
	\$ 1,010,444.73	\$ (179,768.55)	\$ 830,676.18
Indirect rate	9.55%	9.55%	9.55%
TOTAL INDIRECT COST	\$ 96,497.48	\$ (17,167.90)	\$ 79,329.58

INDIRECT COST: represents common cost associated with efforts of Arbor E&T ,LLC Business Operations. Expenses include items such as salaries & wages, facilities, supplies & equipment, data processing, and other miscellaneous items and allocable expenses.

Operator: ResCare Workforce Services

Management Fee Summary

PY16

<u>Line Item</u>	<u>Total Amount</u>	<u>Greenville BST</u>	<u>Net Upstate</u>
Salaries	\$ 576,827.91	\$ (122,627.46)	\$ 454,200.45
Fringes	\$ 129,503.63	\$ (27,531.09)	\$ 101,972.54
Temporary Help	\$	\$ -	\$ -
Dues - Professional	\$ 1,000.00	\$ -	\$ 1,000.00
Mileage	\$ 25,340.00	\$ (11,340.00)	\$ 14,000.00
Professional Development	\$ 12,000.00	\$ (2,000.00)	\$ 10,000.00
Travel - Out of Town	\$ 4,500.00	\$ (1,000.00)	\$ 3,500.00
Office Supplies	\$ 8,750.00	\$ (1,250.00)	\$ 7,500.00
Outreach	\$ 7,000.00	\$ -	\$ 7,000.00
Printing	\$ 1,500.00	\$ -	\$ 1,500.00
Postage	\$ 1,200.00	\$ -	\$ 1,200.00
Rent	\$ 144,500.00	\$ (9,000.00)	\$ 135,500.00
Equipment Rental	\$ 3,000.00	\$ -	\$ 3,000.00
Consulting Services	\$ 30,200.00	\$ (700.00)	\$ 29,500.00
Telephone	\$ 16,020.00	\$ (2,520.00)	\$ 13,500.00
Electric/Utilities	\$ 10,000.00	\$ -	\$ 10,000.00
Bldg/Equipment M&R-Insurance-Janitorial	\$ 10,800.00	\$ (1,300.00)	\$ 9,500.00
Computers & Software	\$ 27,303.19	\$ (500.00)	\$ 26,803.19
Relocation	\$ 1,000.00	\$ -	\$ 1,000.00
Indirect	\$ 96,497.48	\$ (17,167.90)	\$ 79,329.58
Management Fee	\$ 83,471.50	\$ (11,461.91)	\$ 72,009.59
Support Services	\$ 317,250.00	\$ -	\$ 317,250.00
Customer Training	\$ 10,000.00	\$ -	\$ 10,000.00
TOTAL	\$ 1,517,663.71	\$ (208,398.36)	\$ 1,309,265.35

Definition of how management fee is figured:

The fixed management fee of \$8,3471.50 represents 5.50% of the total value of the contract and was negotiated based upon the complexity of the operations, established performance expectations and risk factors associated with managing WIOA funds in the Upstate Region. It shall be earned and invoiced on a fixed basis of 1/12th per month or \$6,955.96 through May 2017 and \$6,955.94 for June 2017

Greenville portion of Management fee is 1/12 of \$11,461.91 per month payable as \$955.16 through May 2017 and \$955.15 for June 2017

TOTAL MANAGEMENT FEE COST

83,471.50	(11,461.91)	72,009.59
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NOTE: While a performance bonus pool is not specified, as funds become available, discussion may be had to reach the proposed level below

Spartanburg Staff Compensation Plan PY16

<u>Increase Type</u>	<u>Description</u>	<u>Eligible Positions</u>	<u>Requirements</u>	<u>Potentially Eligible</u>
Performance Bonuses - Ongoing Quarterly (if budget allows)	A lump sum quarterly payment based on the number of goals the project exceeds (Q4 PY15, Q1 - Q3 PY16)	All	Current employee at time of disbursement and no notice of resignation on file Employed by WB or SC Works for the entire quarter that entered employment goal is calculated for pursuant to the schedule issued by SCDEW 1. Q4 (PY15) - 04/01/16 - 06/30/16 2. Q1 (PY16) - 07/01/16 - 09/30/16 3. Q2 (PY16) - 10/01/16 - 12/31/16 4. Q3 (PY16) - 01/01/17 - 03/31/17	\$50 per goal exceeded per quarter per qualifying employee Potential impact for PY16 is \$12,000

Performance Bonus amount based on 9 staff exceeding 3/4 of all goals per quarter

<u>Staff</u>	<u># Goals</u>	<u>Award/ goal</u>	<u>Qtrs</u>	<u>Total</u>
15	4	\$50	4	\$12,000

**ONESTOP OPERATOR GRANT
WORK STATEMENT
GRANT NUMBER 16M903Q1- UWB
ORIGINAL**

For the purpose of this Grant Agreement, entered into with Arbor E&T, LLC d/b/a ResCare Workforce Services by Spartanburg County, hereinafter referred to as the Grantee and Administrative Entity, and the Upstate Workforce Board (UWB), the following Workforce Innovation and Opportunity Act (WIOA) activities shall be conducted as outlined herein within the Upstate Workforce Area. The SC Works Upstate Comprehensive Site and satellite sites shall provide WIOA services as outlined in this grant pursuant to provisions and regulations of the Workforce Innovation and Opportunity Act (WIOA) of 2014 (Public Law 113-128, July 22, 2014).

PART I – GENERAL

1.0 HISTORY AND PREFACE

- 1.0.1 The Workforce Innovation and Opportunity Act (WIOA), effective July 1, 2014, is the official federal employment and training program across the United States and more specifically, the Upstate Local Workforce Area (Upstate local workforce area). It is the responsibility of the Upstate local workforce area Grantee to become familiar with the requirements of the Act and Regulations for purposes of providing the activities and services described, in part, in this Grant.
- 1.0.2 WIOA offers a comprehensive mix of workforce development activities benefiting employers, incumbent workers, job seekers, laid-off workers, youth, emerging workforce entrants, veterans, and persons with disabilities. **WIOA's objective is to promote and improve participant employment, job retention, occupational skills, and earnings.**
- 1.0.3 WIOA has three funding streams serving the following three distinct participant populations: Adults, Dislocated Workers, and Youth.
- 1.0.4 While there are some similarities among funding streams, it is important to understand the differences. The WIOA law and regulations clearly define and set specific parameters for the three participant populations, which have different employment services and corresponding eligibility criteria.

2.0 OVERVIEW OF LOCAL WORKFORCE SYSTEM

- 2.0.1 WIOA programs will be a part of a comprehensive system to provide seamless workforce development services for employers and potential job seekers. The system is a collaborative network of many organizations. Workforce development services are provided at SC Works Upstate Centers.
- 2.0.2 The UWB has three (3) established SC Works Centers. Currently, the Upstate local workforce area has one (1) full-service, comprehensive center located within the Spartanburg Community College Evans Academic Center, and two (2) satellite sites, SC Works Cherokee and SC Works Union. SC Works Upstate Project Director is responsible for establishing a partnership in Greer, SC for a Talent Development

Specialist to meet with clients. Previous program years, Goodwill Industries has allowed SC Works staff on site with no charge. It is expected that staff have a set schedule and it be advertised and promoted to Spartanburg County, Greer residents. It is expected that staff will be in Greer no less than once monthly.

- 2.0.3** To be a part of the system, partner agencies are expected to share in the cost equal to the benefit they receive per the law and the Technical Assistance Guide (TAG). SC Works Upstate is responsible for executing the MOU/RSA for the Upstate Workforce Board area. SC Works Project Director is responsible for building and maintaining relationships with partners and ensuring partners are offering services within the comprehensive center. The UWB has a strategic plan for the system.

3.0 GENERAL OPERATING RESPONSIBILITIES

It is the responsibility of each local UWB to designate and certify one-stop operators in their local workforce area. It is also the responsibility of the UWB to oversee and evaluate said operators.

As the One-Stop Operator, the Grantee will be functionally responsible for operating the Upstate workforce system in Cherokee, Spartanburg, and Union Counties. The Operator will convene partners and strategically align partners within the SC Works Upstate Centers for improved and enhanced customer service through service integration.

- 3.0.1** The SC Works Upstate Project Director (PD) shall have overall oversight responsibility of the SC Works Upstate centers as follows:

1. **Performance Achievement:** Ensure that the System meets performance measures established by the USDOL, the state administrative unit, and the UWB. SC Works Upstate performance will be evaluated by the PD and UWB staff at the end of each quarter.
2. **Following established policies and issued instructions:** Ensure that federal, state, and local policies and service priorities are disseminated, followed, and achieved. The PD is responsible for maintaining an SC Works Upstate Operations/Procedures Manual. This manual may be electronic, and should be current and available for staff and partner use.
3. Aligning all SC Works Upstate activities with the UWB's Mission, Vision, and goals.
4. **Establishing Operating Hours:** Establishing and posting operating hours that adequately meet customer needs based on observed patterns and/or requests from customers. Suggested hours of operation for the comprehensive center are: Monday through Friday, 8:30 a.m. to 5:00 p.m. The hours of operation are subject to change based on customer needs. If a need arises to close any SC Works center during established business hours the PD must notify the UWB Associate Director in writing (electronic notification is acceptable) at least one week prior to the closing date, unless the closing is due to an emergency. Signage indicating the center closure must be posted at least one week prior to the closing date, unless the closing is due to an emergency.

5. **Adequate staffing:** The authorized permanent personnel funded by this agreement are reflected in the budget. Job descriptions will be maintained for each position. Only staff listed in the budget may be paid utilizing funds from this grant. Staff funded with WIOA funds may only perform WIOA duties when they are charging to WIOA on their time sheets. Timesheets shall be made available to UWB staff during monitoring, if requested.
6. Ensure that all one stop partner staff has adequate space, office equipment, materials, etc., and are:
 - a. cross-trained and developed into a cohesive and highly efficient team;
 - b. adequately scheduled during operating hours; and
 - c. motivated to deliver exemplary workforce development assistance to employers, job seekers, and those seeking other services in a seamless, customer-focused environment.
7. New staff should be introduced to the UWB staff within two weeks of their hire date. UWB orientation for new staff should be scheduled within two weeks of their hire date.
8. The Grantee shall collaborate with UWB staff to accomplish One-Stop Certification by the deadline outlined in the state guidance.
9. Technical Assistance is available throughout the year. The Grantee shall request Technical Assistance as needed through the UWB staff. The UWB staff reserves the right to schedule training with Grantee staff as deemed necessary. All training provided by the UWB staff will be coordinated through ResCare Management Staff.
10. The UWB expects ResCare management to provide staff training on WIOA. The UWB will share relevant information with ResCare management on WIOA, but it is the responsible of ResCare management to take the lead in learning and implementing the new law and regulations.
11. The Grantee shall disseminate all Instruction Letters and provide guidance to Grantee staff on implementation.
12. The UWB Associate Director (AD) should be notified immediately of any staff resignations or terminations to ensure the timely deactivation of departing staff SCWOS accounts.
13. The Grantee shall provide ongoing training to WIOA funded staff, partner staff, and volunteers on aspects of the Americans with Disabilities Act (ADA) and training on meeting their accommodation needs and effectively communicating with individuals with disabilities.
14. The UWB staff may conduct exit interviews with departing staff.
15. In the absence of the SC Works Upstate PD, a designated individual must be chosen to oversee the project. The SC Works Upstate PD should never vacate the

premises during operating hours without designating someone to be in charge of the project in their absence. The UWB AD should be notified when the PD is out of the office for one (1) full day or more as well as who is chosen as the designated contact.

4.0 ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES

- 4.0.1** The parties to this agreement shall cooperate and adhere to all personnel administration and financial policies and procedures as issued by the UWB, SC Department of Employment and Workforce, and the US Department of Labor.
- 4.0.2** Program Administration will be monitored by UWB staff on an on-going basis for compliance with the Act, Regulations, Statement of Work, financial reporting, data system reporting and other administrative instructions.
- 4.0.3** If deviations in any area are deemed serious, the UWB will be so advised and may elect to begin sanction procedures.
- 4.0.4** The Grantee will keep a log of all complaints received and the disposition of such complaints. The Grantee will advise the UWB Associate Director immediately if a complaint is filed.
- 4.0.5** The Grantee promises and attests that the Grantee and any members of its staff and governing body shall avoid any actual or potential conflicts of interest.
- 4.0.6** The Grantee agrees to comply and to require its officers, employees and agents to comply with all applicable Upstate, Department of Employment and Workforce- WIOA Division or United States DOL statutes or regulations regarding confidentiality in the operation of WIOA funded programs.
- 4.0.7** The Grantee shall not enter into sub-grants for any work contemplated under this Grant and shall not assign this Grant or monies without the prior written consent of the UWB Administrator or designee.
- 4.0.8 Data reporting for Participants/Registrants:**
The South Carolina Works On-Line System (SCWOS) shall be used for WIOA reporting by the grantee.
- 4.0.9 Outreach/Community Awareness:**
Outreach items are not allowed to be purchased. Any printed materials promoting SC Works Upstate must be approved by the UWB Associate Director, or designee, prior to ordering or publication to ensure that the required documentation is present.

5.0 GRANTEE CENTRAL FILES

- 5.0.1** At a minimum, the following documents will be maintained in the Grantee's central files, some of which may be electronic (Items with an *** should be maintained at all SC Works Upstate centers), and will be available for on-site monitoring purposes:
- Current Grant***;
 - Copy of Act and Applicable Federal Regulations***;
 - Staff Job Descriptions (those specific to the a satellite site should also be maintained at that site);

- Staff Time and Attendance to include annual leave hours, sick leave hours, and holiday hours;
- Financial Procedures;
- Property Procurement Procedures;
- Upstate Workforce Area Instruction Letters***;
- Financial Reports and Back-up Documentation;
- Copy of approved “out of area” travel requests;
- Monitoring Report and Replies; and
- Log of Complaints.

6.0 FINANCIAL REPORTING

- 6.0.1** Financial reports will be prepared and submitted according to instructions by the UWB finance office. Monthly financial billing documents, including all required back-up documentation, must be submitted to:

Mr. Brent Bishop, CFO
Upstate Workforce Board
P. O. Box 5666
Spartanburg, SC 29304

Copies may be emailed to: bishop@upstateworkforceboard.org

Invoices are due on the 10th of the month. If the 10th day of the month falls on a weekend day, then the billing documents must be submitted no later than Noon on the following Monday.

Expenditures must not exceed the approved contract budget included in this agreement. Should funds in excess of the approved contract budget be requested, a detailed explanation must accompany the request.

- 6.0.2** All SC Works Upstate staff must follow the Purchasing Policy and Procedures established by Spartanburg County and the UWB office, which will include requirements by Federal and State governments.
- 6.0.3** The grantee must expend or accrue at least ninety percent (90%), unless otherwise agreed upon in writing, of all allocated training and supportive services funds by June 30, 2017.
- 6.0.4** Disallowed Costs:
The SC Works Upstate Project Director shall secure non-WIOA funds to reimburse any and all costs determined to be disallowed through financial monitoring or any costs incurred due to imposed sanctions, per Local Instruction 13-17. It is imperative that staff understand the Act, Regulations, and Circulars to ensure compliance and to reduce the likelihood of disallowed costs.
- 6.0.3** Grant Closeout:
Grants will be closed-out within 30 days from the end of the grant period. This deadline supersedes the deadline as stated in the Terms and Conditions. All invoices for payment

of expenditures must be submitted prior to or enclosed with the closeout package. Invoices submitted after the grant closeout will not be paid.

7.0 PROCUREMENT/UTILIZATION OF PROPERTY

- 7.0.1** Arbor E&T, LLC d/b/a ResCare Workforce Services is accountable for any WIOA property/equipment shown on the SC Works Upstate property inventory and must adhere to the most current version of Local Instruction Letter 13-13 that complies with policies set by Federal and State governments.

Acquirement of computers/electronics requires notification to the UWB office; refer to current version of Local Instruction Letter 13-13 for details.

WIOA property/equipment no longer needed for the purposes of this agreement will be moved to the UWB office or the UWB office staff will determine where the property will be stored.

Property/equipment must be inventoried by the grantee at least once per program year. A copy of the inventory report must be delivered to the UWB Associate Director no later than Noon on December 15th. If December 15th falls on a weekend day, the inventory results will be due by Noon on the following Monday. UWB staff will monitor inventory for compliance during their annual monitoring reviews at each SC Works Upstate location.

8.0 MONITORING

- 8.0.1** On-site data validation, programmatic, and financial monitoring will be conducted by the UWB staff at least once during the program year. Data validation and programmatic monitoring will be completed for each SC Works Center. Desktop or additional on-site monitoring may be conducted at any time, and at the discretion of the UWB Associate Director.

If deviations in any area are deemed serious, the Upstate WB will be advised and may elect to begin sanction procedures.

The UWB staff is available to the SC Works Upstate staff for technical assistance and training. These requests should be submitted, via email, to the UWB Associate Director. Assistance/training will be addressed and/or scheduled within ten (10) business days of the request.

9.0 PARTICIPANT FILES/FINANCIAL RECORD KEEPING REQUIREMENTS

All SC Works Upstate participant files and financial records must be maintained, per Section 185 of the Workforce Innovation and Opportunity Act; however, it is recommended by the UWB staff that records be maintained for a period of five (5) years. If storage space is needed, please notify the Upstate WB Associate Director.

10.0 TERMS AND CONDITIONS

WIA Terms and Conditions for this grant are attached. WIOA Terms and Conditions have not been issued by SCDEW to the Upstate WB. A grant modification will be done once the new terms and conditions are available. The Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements

for Federal Awards (commonly called "Uniform Guidance") should be followed and replaces references to other OMB circulars. The grantee must adhere to all stipulations included in the Terms and Conditions.

10.0.1 GRANT MODIFICATION:

Changes to this Grant, or any documents included in this Grant, can only be requested by following the appropriate Grant Modification Procedures (local instruction letter 12-08).

The total Grant allocation may be increased in the event that funds are available, however; both parties must agree to the additional allocation of funds. The UWB must deem the increase to be in best interest of the workforce area, and will have the final approval.

11.0 EFFECTIVE DATE OF GRANT

11.0.1 The effective dates of this Grant are July 1, 2016 through June 30, 2017.

11.0.2 Based upon funding availability, the Administrative Entity may extend a contract period of performance if it appears to be in the best interest of the Administrative Entity and is agreeable with the Contractor. Services must be procured every three (3) years at a minimum. The Upstate WB can procure prior to 3 years if the contractor is not meeting performance or contract expectations. Procurement will occur for PY17 based on the 3 year requirement.

12.0.1 Arbor E&T, LLC d/b/a ResCare Workforce Services will be responsible for achieving OneStop Certification in the three designated areas: Employer Services, Job Seeker Services and Management Standards as it relates to State Instruction Letter 10-03 or any new guidance issued.

12.0.2 Arbor E&T, LLC d/b/a ResCare Workforce Services is responsible for the functional supervision of SC Department of Employment and Workforce (SCDEW) staff and on-site partners located within each center.

12.0.3 Arbor E&T, LLC d/b/a ResCare Workforce Services is responsible for developing cost sharing and management agreements to ensure cost sharing and functional supervision is implemented appropriately.

12.0.4 Arbor E&T, LLC d/b/a ResCare Workforce Services is responsible for reconciling cost and resource sharing invoices quarterly.

12.0.5 Arbor E&T, LLC d/b/a ResCare Workforce Services is responsible for the performance of the OneStop System as a whole.

13.0 COMPLIANCE WITH SECTIONS 188 OF THE ACT AND 29 CFR PART 37

13.0.1 As a condition to this award of financial assistance from the US Department of Labor under Title I of WIOA, the grant recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act of 2014;

- b. Title VI of the Civil Rights Act of 1964, as amended;
- c. Section 504 of the Rehabilitation Act of 1973, as amended;
- d. The Age Discrimination Act of 1975, as amended;
- e. Title IX of the Education Amendments of 1972, as amended;
- f. 29 CFR Part 37 and all other regulations and instruction letters implementing the above.

13.0.2 This program is subject to the provisions of the "Jobs for Veterans Act," Public Law 107-288 and 20 CFR Part 1010 (Final Rule) which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the US Department of Labor. Please note that, to obtain priority service, a veteran must meet the program's eligibility requirements.

13.0.3 The grant recipient understands that the United States has the right to seek judicial enforcement of this assurance.

PART II – CAREER SERVICES/TRAINING SERVICES

1.0 GENERAL

- 1.0.1** The mission of the SC Works Upstate system is to establish and continuously improve an accessible, seamless, and customer-focused one-stop delivery system in Cherokee, Spartanburg, and Union counties by assisting employers, job seekers, and those seeking other workforce or community related services.
- 1.0.2** SC Works Upstate centers will help all area employers and job seekers. The SC Works Upstate centers will use technology to provide information and basic job seeking/career planning assistance to the public in a cost-effective manner. Participants will be encouraged to help themselves, but staff will be available to answer questions. It is expected that all staff and volunteers be familiar with program and partner services to ensure customers/participants are provided quality service.
- 1.0.3** Adults (those 18 and older) and Dislocated Workers who are unable to find a suitable job, paying sustainable wages, may be certified and determined eligible to receive WIOA services. If eligible and suitable, participants can receive group and one-on-one assistance to identify barriers which hinder their ability to find and retain self-sufficient employment. Every enrolled participant will undergo a comprehensive assessment, career planning and guidance, and develop an Individual Employment Plan (IEP) which may indicate the need for other career services, which may include but is not limited to: job readiness workshops, job clubs, short-term skills upgrading, work experience assignments, and ongoing coaching and case management.
- 1.0.4** Those participants who are unable to obtain or retain sustainable employment through career services alone may be considered for possible training services. The UWB has defined self-sufficiency and set priorities for training funds. Self-sufficiency has been defined as: Adults - full-time employment of at least \$12.00 per hour or \$480.00 per week in gross wages, and Dislocated Workers - employment at 85% of pre-layoff wages, but not less than \$12.00 per hour or \$480.00 per week in gross wages.

Local Instruction Letter WIOA 15-15 (or most current version), as issued by the UWB will be used by SC Works Upstate to determine eligibility and suitability for training services.

SC Works Upstate is required to serve a minimum of 70% low income or basic skills deficient Adults. See 15-15 for specifics regarding low income and basic skills deficiency expectations.

The SC Works Upstate staff must ensure that they have followed the *Procedures Manual* detailing how an individual progressed from career services into training services, and that all required paperwork and assessments have been accurately completed. This documentation must be kept in the participant's file.

WIOA funded Talent Development Specialist must verify the eligibility of an individual prior to establishing an Individual Training Account (ITA). In order for a participant to be approved for a training voucher, the following criteria must be met:

- A. Efforts by WIOA funded staff and SC Works Upstate Partner staff to ensure that career services one and career services two were utilized in the attempt to secure and retain unsubsidized employment at the self-sufficiency wage.
- B. A WIOA funded Career Consultant determines that the individual is eligible and requires training in order to obtain/retain employment at a level of self-sufficiency.
- C. The individual has demonstrated the desire, skills, and qualifications to successfully participate in the selected training program. The individual must meet the required WorkKeys level, for the job in which he/she seeks training, on the WorkKeys assessments. This criterion will not apply to OJT participants, unless they are already enrolled in the WIOA program. If the individual does not meet the required WorkKeys level on any assessment, he/she must remediate utilizing Career Ready 101, Adult Education, the Adult Learning Center or another provider. The individual must retest until the time that he/she meets the required WorkKeys level. The UWB staff recommends that the individual retest no more than three (3) times before guiding the customer to explore other training options. SC Works Upstate may only pay for testing one time per customer.
- D. The participant, with assistance from their Career Consultant, should review labor market, career, and training provider information, to include provider placement information, in detail to help make an informed decision regarding the best training path. Labor market information will be verified by the Career Consultant to ensure that the desired occupation is in high demand locally or that the individual is willing to relocate to an area where the training occupation is in high demand.
- E. Talent Development Specialist must acquire financial information from eligible training providers; assist participants with the admissions process, any scheduling and attendance issues, and any other requirements prior to issuing vouchers to participants. All documentation must be maintained in the participant's file.
- F. The Career Consultant must coordinate all WIOA training resources with Pell Grants, Lottery Assistance Funds and other financial aid awards. Follow-up is required to ensure that WIOA funds are not charged, or that they are reimbursed, for any expense

related to an individual's account for which financial aid has been awarded. Verification of these efforts must be documented in the participant's file and in a SC Works Online Services (SCWOS) case note. It is the responsibility of the SC Works Upstate operator to ensure that WIOA funds are reimbursed should the customer drop out of training during the allowable reimbursement period. Participants who drop out of training should be advised to bring their books back to the SC Works Upstate office. The Career Consultant should then return the books to the training provider, and the SC Works finance department should arrange for the funds to be returned to the SC Works Upstate account.

Voucher payments must only be issued for one training session (semester, quarter, etc.) at a time to verify successful completion by the participant. The voucher payment may cover the costs of tuition, books, supplies, and any other applicable fees, as determined necessary to complete the session. Voucher payments will be the responsibility of the SC Works Upstate finance department. The Career Consultant and SC Works Upstate finance staff should work together to ensure that a refund, per the training provider's policy, is issued for WIOA participants who drop out of a training program. It is imperative that the Career Consultant advise the SC Works Upstate finance staff immediately when a participant drops out of training to ensure a timely reimbursement request from the training provider.

Training length and funding caps are determined by the UWB, and are issued via written instruction and may be modified periodically due to funding availability and/or other factors.

Eligible dislocated workers will be referred to training on a first come, first served basis as training funds are available. Dislocated workers cannot receive training in the field in which they were employed before displacement.

At the conclusion of training services, the WIOA Career Consultant and the training service provider should coordinate job placement.

- 1.0.5** The focal point of Career Services will be the local SC Works Upstate comprehensive and satellite locations in Cherokee, Spartanburg, and Union counties. The Workforce System, defined as a network of mandatory and optional partners, programs, centers, and service providers that collectively address the community's workforce development needs, will have a presence in each county through SC Works Upstate centers. The UWB has appointed Arbor E&T, LLC d.b.a. ResCare Workforce Services as the One-Stop System Operator for the Upstate local workforce area.
- 1.0.6** The purpose of the adult programs is to prepare people for the workplace.
- 1.0.7** SC Works Upstate Talent Development Specialist must maintain contact with Career Services 1 participants no less than bi-weekly.
- 1.0.8** SC Works Upstate Talent Development Specialist must maintain contact with Career Services 2 participants no less than monthly.
- 1.0.9** Customer Satisfaction Surveys should be collected on a consistent basis and submitted to the Upstate WB Associate Director for review. Upstate WB staff may survey customers

as needed *without* notification to the Project Director. Recurrence of the same customer service complaints will result in initiation of sanctions as outlined in Local Instruction Letter 13-17.

PART III – BUSINESS SERVICES

Another key element of the Upstate local workforce area's operational plan is a strategy for serving employers. Employers want to save time and money. WIOA and Wagner-Peyser staff share an integrated job matching system named, SCWOS. One-Stop partners will utilize job listings and will encourage their customers to register for work in SCWOS. Efforts to contact and market workforce development programs to employers will be coordinated with the SC Works Upstate Director of Business Solutions (DBS) identified by the UWB.

1.0 GENERAL

- 1.0.1** Business Service Team (BST) members will operate under the direction of the SC Works Director of Business Solutions.
- 1.0.2** Businesses are the number one priority for the Upstate local workforce area. The SC Works Upstate DBS will coordinate all business services for the SC Works Upstate and Greenville workforce development areas.
- 1.0.3** The Upstate WB and the Greenville Workforce Development Board have an MOU detailing specifics related to Business Services. A copy will be provided to the SC Works Upstate Project Director. This agreement includes a budget for Greenville BST cost.
- 1.0.4** The BST will promote workforce services to the business community, to include public speaking events. Partner business services should be included in outreach and informational materials.
- 1.0.5** The BST will arrange business workshops in all SC Works sites, as needed.
- 1.0.6** Business services strategies will be continuously updated and improved. A list of available business services should be readily available in all SC Works centers and taken when attending public speaking events.
- 1.0.7** Recruitment and pre-screening for employers is a primary business service of the SC Works Upstate and Greenville system. The BST is responsible for fully and accurately informing all SC Works management and staff of job requirements for all job openings to ensure only quality referrals are delivered. The BST is required to develop recruitment and pre-screening strategies for large recruitment events and coordinate such activities with the rest of the SC Works staff to ensure employers receive quality referrals in a timely manner.

2.0 ON-THE-JOB TRAINING (OJT)

- 2.0.1** On-the-Job Training (OJT) is a training opportunity for participants who are expected to be hired by an employer in the public or private sector and is engaged in productive work, to provide the knowledge and skills essential to the full and adequate performance of the job. OJT is a training option to be conducted in the highest skilled occupation appropriate for the eligible participant. It is not intended as subsidized employment for low skilled occupations which require very little training time. Care should be taken to ensure that the training results in the acquisition of transferable skills in the event that the participant later separates employment with an employer for any reason. Payments to employers are deemed to be in compensation for the costs associated with the lower productivity of such participants.
- 2.0.2** Delegated BST staff will serve as the WIOA OJT contract writers.
- 2.0.3** All OJT activities will be coordinated by the BST with direction from the SC Works Director of Business Solutions.
- 2.0.4** The On-the-Job Training employer may be paid for the extraordinary costs of training an individual in an amount not to exceed 50% (unless the special DOL waiver is in effect allowing more) of the participant's wages for the number of hours negotiated. The number of hours shall be based upon the training plan established for the individual, taking into consideration the current skill level and the skills required for the job, but not longer than what is specified in the Specific Vocational Preparation (SVP) Code of the training occupation. OJT contracts should be written for a minimum of 520 hours and a maximum of 1040 hours. A request can be submitted to the UWB for approval of an OJT contract written for more than 1040 hours, if associated with a South Carolina State registered apprenticeship program.
- 2.0.5** The training outline/length indicated in the OJT contract is based on the employer's "normal" work week. Overtime hours worked by an OJT participant will not count toward the negotiated length of training. Overtime will not be included in the contracted training hours. Overtime is defined as "hours over the contracted work week hours."
- 2.0.6** OJT participants will be compensated at the same wage rate, including benefits and periodic increases, as similarly situated employees. While it is conceivable that the individual might receive a lower training wage, the wage cannot be less than \$10.00 per hour, and the individual's wage level must increase at the successful conclusion of the negotiated training period. The contract must specify that the individual will earn at least \$12 per hour for full time employment (or at least \$480 per week, if full time employment equals less than 40 hours). OJT participants will work the same standard hours as those of the employer's regular workforce and will be provided the same benefits and working conditions as other employees working a similar length of time and doing the same type of work.
- 2.0.7** Prior to a commitment to hire, an employer is permitted to refer a job applicant who may not meet all of the experience and skill requirements of a position to the SC Works Upstate staff for possible consideration for an OJT placement. If an initial objective assessment indicates that the applicant may be OJT appropriate, WIOA staff can proceed with certification and enrollment. If the Career Consultant determines that the OJT represents the appropriate activity and vocational goal for the participant, the participant may be placed in the OJT activity. Business Services staff must ensure that employers understand the requirements of the OJT program.

- 2.0.8** When selecting jobs for which OJT training will be offered, staff must consider opportunities that provide experience otherwise not available to the participant, lead to economic self-sufficiency, and provide upward mobility.
- 2.0.9** For the purpose of this WIOA Grant, OJT contracts will not be extended to an employer who has relocated to the area until at least 120 days after the relocation if the relocation of the business, or part thereof, results in the loss of employment for any employee at the original location. The employer will be required to provide proof of at least 120 days of operation at the current location. BST staff must maintain this documentation in the Central File.
- 2.1.0** When possible OJT contracts will be developed for specific, enrolled participants, based on their objective assessment, as documented in the Individual Service Strategy (ISS).
- 2.1.1** OJT opportunities should be offered to individuals who are unable to obtain similar employment and lack the related education, training, or work experience for the specified job. The employer will make the final selection, from the referral pool, based on suitability for the training opportunity.
- 2.1.2** An OJT participant should not be placed in a position in which he/she has previously received training or work experience, unless the job requires new skills or involves upgraded technology for which the participant was not previously trained. In that case, the training plan and length of training shall include only those new/different areas.
- 2.1.3** OJT positions cannot be filled by participants who have previously performed the same job with the employer. A participant should not be extended an OJT opportunity with an employer if he/she has previously worked for that employer in any capacity. Written approval from the UWB Director must be obtained prior to placing an individual with a previous employer.
- 2.1.4** Staff must obtain written approval from the UWB Director prior to developing OJT contracts for seasonal and/or high turnover jobs (more than 40% turnover in the last twelve months). In addition, staff must obtain written approval from the UWB Director prior to developing OJT contracts for more than five (5) positions or 25% of the employer's workforce.
- 2.1.5** OJT contracts can only be developed for full-time employment (30 hours per week or more). Participants must also receive the employer's full benefit package. Part-time (less than 30 hours per week) OJT contracts are not permissible.
- 2.1.6** A signed OJT Contract must be in place with the employer prior to the employer hiring any participants for OJT positions. Both the employer and BST staff must retain a copy of the OJT Contract. BST staff must obtain a signed statement detailing that the OJT contract has been thoroughly reviewed and the employer understands all requirements.
- 2.1.7** The OJT Contract must contain, at a minimum, the following elements:
- A. A detailed description of the training services to be provided that will allow for a fair analysis of the proposed costs, training outline that includes the total training length, training hours by skill or task, and any other information relative to the occupation;

- B. The method and maximum amount of reimbursement for the OJT training;
 - C. The maximum number of participants to be trained;
 - D. A job description and participant wage rates;
 - E. Reporting requirements;
 - F. Record maintenance requirements including: participant(s) attendance, training record, description of payroll records, time and attendance reports, and job duty descriptions. The employer will be required to maintain these records for a period of no less than five (5) years. The contract will also include a stipulation that such records are subject to review at any time;
 - G. A termination clause for non-performance;
 - H. A signed statement confirming that the employer will comply with the Workforce Innovation and Opportunity Act and Regulations, and;
 - I. A statement from the employer confirming that the participant would not have been hired without the OJT opportunity.
- 2.1.8** Training outlines should specify all skills that the participant will acquire during the OJT to ensure that the OJT focuses on training and not primarily filling a vacant position. A copy of the training outline should be provided to each OJT participant and a copy maintained in both the staff and employer's file.
- 2.1.9** The length of OJT training may exceed the period of time generally required for acquisition of the skills needed for the agreed upon occupation; however, written justification must be submitted to BST staff and documentation must be maintained in both the staff and employer's file.
- 2.2.1** Justification for extending training time must be based on factors such as: sophistication of training requirements in relation to the participant's basic skills level, low productivity, child care and transportation issues, and other barriers which have affected the training schedule. The Specific Vocational Preparation Code (SVP) will be used to indicate the level of sophistication and maximum length of training time required for an occupation. BST staff will not develop an OJT for any job below a Skill Level Code 2 without written approval from the UWB Executive Director or designee. In the event that the maximum length of training time for an occupation is determined to be insufficient after the initial training is completed, written justification must be documented in the participant's ISS and the initial OJT contract modified to reflect the change.
- 2.2.1** Both the participant and BST staff must initial the training length change to ensure that the participant is aware of his/her progress.
- 2.2.2** Subsequent OJT contracts will not be developed for employers who exhibit a pattern of failing to provide OJT participants continued long-term employment (minimum of six months beyond the training period) as regular, full-time, employees with wages and working conditions at the same level, and to the same extent as like employees.

- 2.2.3** BST staff will explain, review, and provide the employer with a copy of the OJT Employer Terms and Conditions, which are a part of the OJT Employer Contract. Signed documentation confirming the above will be maintained in the staff file.
- 2.2.4** BST staff will explain, review, and provide the employer with a copy of the OJT Negotiation Worksheet, which is part of the OJT Employer Contract. Signed documentation confirming the above will be maintained in the staff file.
- 2.2.5** BST staff will orient all employers entering into OJT contract agreements about the employer's responsibilities. At the time of the OJT contract finalization, a monthly reimbursement schedule will be negotiated with the employer. Monthly time sheets and progress reports/invoices must be completed. A copy must be submitted to the BST staff and maintained in both the staff and employer's file.
- 2.2.6** BST staff will ensure that all OJT contract agreements are written on a hire first, train later basis. Before training begins, an employer must hire eligible individuals with the expectation of continuing employment after training is complete. Future OJT contracts will not be developed for any employer not in compliance with the aforementioned stipulation. Staff will review an employer's retention rate prior to negotiating additional OJT contracts.
- 2.2.7** A signed Nepotism Statement must be retained in the participant, employer, and staff's file.
- 2.2.9** A modification of the OJT contract will be necessary:
- A. To extend the hire/completion dates when the 90-day hiring period has expired and employer plans to fill vacancies.
 - B. To extend the contract completion date when a participant does not complete the OJT training period as scheduled.
 - C. To change training hours for a particular occupation based on the length of training needed for an individual, as documented in the ISS.
 - D. To add/delete OJT slots and to obligate/de-obligate funds; and
 - E. To make any necessary changes to the scope of the original contract.
- Copies of all contract modifications, with detailed explanations, will be submitted to the UWB Executive Director or designee monthly.
- 2.3.0** BST staff will schedule participants for interviews with the employer. The employer will make the final selections.
- 2.3.1** Reimbursement from the SC Works finance department will be processed upon approval of signed invoices, time sheets, and attendance records. Time sheets and attendance records must be signed by both the participant and the employer. Reimbursement will be based only on the total number of hours worked by a participant for whom wages were paid during the invoice period. Documentation must be maintained in the BST staff and employer's file.

- 2.3.2 Reimbursement will not occur for hours paid for holidays, sick days, vacation days, etc. Participants do not receive training during these times and therefore are not reimbursable.
- 2.3.3 The BST staff is responsible for verifying the accuracy of monthly invoices, time sheets and attendance reports through periodic monitoring visits. BST **staff will** be responsible for verifying the invoices against employer payroll records. Documentation of monitoring visits will be maintained in the BST staff and employer file.
- 2.3.4 The Business Services Team or their designee will conduct OJT on-site monitoring as follows:
- A. The staff must monitor each OJT employer at least once during the active period of any OJT contract lasting up to three months and at least twice for OJT contracts lasting up to six months. Employers should be monitored on-site periodically to verify the validity of requested reimbursement amounts. Accuracy of payroll and attendance records, and compliance with the agreed upon training plan should be verified. BST staff must conduct on-site monitoring prior to the first reimbursement. Every effort should be made to review employer records before the final invoice is paid. If this is not possible, the employer records should be reviewed before the end of the current program year.
 - B. Additional monitoring of employers must be conducted if a previous monitoring visit indicates poor performance or non-compliance with the terms and conditions of the contract.
 - C. UWB staff will monitor all OJT contracts at least once during the current program year or at their discretion.
- 2.3.5 Documentation of all monitoring activities will be maintained in the BST staff employer file.
- 2.3.6 Upon completion of each OJT contract, the following information will be added to the staff employer file: the number of individual OJTs developed, the number of completed trainings, and the training completion rate.
- 2.3.7 SC Works Upstate staff will provide case management/counseling to each OJT participant to include, but is not limited to: personal, vocational, family, financial, etc., as needed before, during, and after OJT training. Staff will refer the participant to appropriate partner agencies and/or any other social organizations as needed. SC Works staff will be responsible for participant and employer follow-up for twelve (12) months following the completion of the OJT contract.

3.0 INCUMBENT WORKER TRAINING

- 3.0.1 The BST will develop, manage, and monitor all IWT contracts according the established IWT policies and procedures. The deadline for obligation of all IWT funds will be provided by the UWB staff.
- 3.0.2 Per the UWB IWT policy, businesses are required to submit Cumulative Expenditures Reports no less than once per quarter. The BST is required to provide a quarterly

summary of expenditures to the SCDEW. The report is due to the SCDEW on the 25th of the month following the quarter end (October 25th, January 25th, April 25th and July 25th).

3.0.3 Per the UWB IWT policy, the BST will provide an IWT Monthly Report to the SCDEW staff. The report is due on the 25th of each month. The following documents are to be attached to the IWT Monthly Report, as applicable:

- A. New IWT agreements including application, "grant packet," and W-9
- B. Cumulative Expenditure Forms (not including backup documentation) that have been received since the submission of the last report
- C. Final Reports
- D. Modifications (including budget modification if required)

*Each LWIA will maintain trainee information forms locally.

3.0.4 The UWB Staff will establish a fund expenditure deadline date. Funds not spent by the deadline date will be recaptured and reallocated to the next business approved for funding by the Upstate Workforce Board.

PART IV – REQUIREMENTS

Training and Supportive Services (Adult and Dislocated Worker) Fund Expenditure Rate Requirement:

Training is defined as:

- Pre-Vocation (215)
- On the Job Training (301)
- Occupational (300 & 328)

Entered training must follow these guidelines (for approved training choices on the ETPL as indicated on the most current version of Local Instruction Letter 13-12):

- Sixty percent (60%) Advanced Manufacturing
- Twenty-five percent (15%) Trades
- Fifteen percent (25%) remaining available (do not exceed 25%)

Ninety Percent (90%) of all allocated Training and Supportive Services funds must be expended by the grant end date (unless otherwise approved by the UWB Executive Director), with the following bench mark requirements:

- \$147,262.50 of the total spent by December 31, 2016
- At least 90% of total training funds spent by June 30, 2017

PY16 Enrollment Goals:

- The UWB expects SC Works Upstate to enroll 15% above PY15 enrollments. Baselines are as follows (PY15 enrollments):

- Adults: 146 (minimum of 168 new expected not to include carryover)
- Dislocated Workers: 31 (minimum of 36 new expected not to include carryover)
- The UWB will monitor enrollments monthly along with the Project Director.
- Dislocated Worker recruitment should be targeted. The UWB expects SC Works Upstate to creatively find and engage Dislocated Workers during PY16, above and beyond PY15 DW participant levels.

OJT Contract Development Expectations:

- The UWB expects SC Works Upstate to use OJT activities as appropriate.

Community Outreach Expectations: (should be reported on the JIT report that is submitted monthly)

Cherokee County:

- Attend no less than four (4) community events per month to promote SC Works services

Spartanburg County:

- Attend no less than six (6) community events per month to promote SC Works services

Union County:

- Attend no less than one (4) community event per month to promote SC Works services

Recruitment Events:

It is expected that the Director of Business Solutions will work with SCDEW staff and other BST partners to ensure that a minimum of three (3) recruitment events are held on-site at comprehensive SC Works Upstate location monthly.

Success Stories/Dashboard/Just in Time Report:

The SC Works Upstate Project Director must submit a minimum of one success story from each SC Works Upstate Career Consultant no later than ten (10) days after the end of each quarter.

The SC Works Director of Business Solutions should also prepare and submit a minimum of one success story per workforce area. Stories should be submitted to the UWB Associate Director quarterly.

Each story should be accompanied by the following: a release signed by the participant, an overview of the services received, assigned staff contact information, participant photo and contact information.

The dashboard and JIT report should be submitted to the Upstate WB Associate Director no later than the 10th of the following month. If the 10th falls on a weekend day, the report and dashboard should be submitted on Monday.

Social Media:

SC Works Upstate is expected to use social media to connect with the community. It is a free resource to outreach and promote services. There are also free programs that allow you to schedule content for posting i.e. Hootsuite. Number of post for the month and new follower/likes should also be reported on the JIT report monthly.

Posts: (content can be the same for each platform)

- Facebook- 1 post per work day
- Twitter- 1 post per work day

Increase Followers:

- Facebook- 110 new likes during PY16 (baseline 1,842)
- Twitter- 25 new followers during PY16 (baseline 264)

Performance Measures:

WIOA includes some changes to Common Measures and adds several new performance measures. Although USDOL will craft final definitions and clarifications, the table below summarizes the changes.

The table below compares WIA Common Measures with the measures as outlined under the Workforce Innovation and Opportunity Act (WIOA). The WIOA performance measures apply across multiple programs.

In addition to Adult, Dislocated Worker and Youth WIOA programs, these WIOA measures apply to:

- Adult Ed & Literacy under Title II
- Wagner-Peyser (Adult Measures Only and New Employer Measure)
- Selected programs under Title I of Rehabilitation Act of 1973
- Job Corps – (Youth Measures and possibly New Employer Measure)

The Upstate WB is awaiting information on actual performance goals for PY16 from SCDEW. Below is basic information on WIOA Measures. Once goals are set, a modification will be completed to provide specific goals and expectations.

WIA Common Measures		WIOA Measures		What is Different?	Comments & Questions
ADULT					
Entered Employment Rate	REVISED	Employment Rate (Q2 post-exit)		Now Employed Q-2 after exit	Adds additional quarter lag to reporting, makes managing programs/performance more challenging
Employment Retention Rate	REVISED	Employment Rate (Q4 post-exit)		Now Employed Q-4 after exit	Adds additional quarter lag to reporting, makes managing programs/performance more challenging
Average Earnings	REVISED	Median Earnings		Median earnings Q-2 after exit only	Earnings measure will be reported 1 qtr earlier than Common Measures
	NEW	Credential Rate		New Measure	Will require follow-up for 1 yr after exit
	NEW	Measurable Skills Gain		New Measure	Real Time Measure, not exit based. How report & document skill gains toward credential or employment?
DISLOCATED WORKER					
Entered Employment Rate	REVISED	Employment Rate (Q2 post-exit)		Now Employed Q-2 after exit	"
Employment Retention Rate	REVISED	Employment Rate (Q4 post-exit)		Now Employed Q-4 after exit	"
Average Earnings	REVISED	Median Earnings		Median earnings Q-2 after exit	"
	NEW	Credential Rate		New Measure	"
	NEW	Measurable Skills Gain		New Measure	"
Employer Measures					
	NEW	Employer Measure (TBD)		New At least one Employer Measure to be implemented in Year 2	Will this apply separately to Adult, Dislocated & Youth resulting in 18 measures?