



SUBJECT: Incumbent Worker Training a.k.a Train Up

PURPOSE: To Establish Policy for Train Up

BACKGROUND: The Southwestern Workforce Development Board per Workforce Innovation and Opportunity Act (WIOA) guidelines, WIOA Section 134 (d)(4) is authorized to use up to 20 percent of its combined Adult and Dislocated Worker allocated formula funds to serve Incumbent Workers. These funds will be available to eligible businesses in Haywood, Jackson, Macon, Swain, Cherokee, Clay, and Graham Counties. The purpose of which will be to upgrade the skills and knowledge of incumbent workers for the retention of their current jobs or to avert the need for employee layoffs. Funding will be based on the availability of Local Area WIOA Incumbent Worker funds or grant funds.

ACTION: Train Up is a case-by-case training grant through which qualifying businesses can address employee skills gaps:

- These skills gaps can be a result of an employee changing responsibilities in their job, or for an employee whose job may potentially be eliminated, and skill upgrading is needed to accept new responsibilities.
- Training(s) should result in increased knowledge and skills for the employee and increase the stability and competitiveness of the employer.
- Training(s) that results in or provides a significant step towards achieving an industry-recognized certification/credential will receive award preference.

North Carolina for profit and not-for-profit businesses that have been in operation in North Carolina for a minimum of twelve months are eligible to apply. At least 50% of the eligible employees being trained must have been employed for a minimum of six months or more.

The maximum amount that can be requested is \$10,000 per grant, per SWDB fiscal year of July 1 to June 30, with no lifetime funding limit, as long as funds are available.

There is an open application period with businesses contacting the business services representative and successfully completing a pre-questionnaire for approval to advance to the full application process. For details related to the Train Up process reference the SWDB the policy guideline and instructions document.

EFFECTIVE DATE: Immediate

EXPIRATION: Indefinite

CONTACT: David Garrett
Workforce Development Director

BENEFITS OF TRAIN UP

For the Business: An employer can utilize this competitive training solution when employees have identified skills gaps that need to be addressed through training, thus enhancing the employee's continued employability. Businesses that acknowledge the need for employee training in order to increase their competitiveness, efficiency, and/or stabilization should apply for this grant.

For the Employee: This grant is beneficial to employees who have identified skills gaps, where eligible training addresses these gaps, improves employee retention, helps stabilize the business, and will increase the competitiveness of the employee and employer. These employees either:

- Need to upgrade skills and knowledge to strengthen or retain their current job; or
- Need to gain new skills and knowledge so they qualify for a different job with their employer.

BUSINESS ELIGIBILITY CRITERIA

Eligible businesses are:

- A for-profit business or not-for-profit organization that has been in operation in North Carolina for a minimum of 12 months.
 - A not-for-profit entity is a legally constituted organization whose primary objective is to support or to actively engage in activities of public or private interest without any commercial or monetary profit.
- Current on all federal, state, and local tax obligations
- Financially viable
- A business with at least 5 (five) employees receiving a W-2 which is considered an employer-employee relationship. Businesses that meet all criteria and have less than five employees will be at the discretion of the Director.
- A business that has previously received the Incumbent Worker Grant through the State of NC and successfully met reporting criteria, are eligible to apply for additional rounds of funding through this grant as long as funds are available.
- First time applicants meeting all criteria will receive priority.

The following are *NOT* eligible to apply for funds under this program:

- A business that is currently receiving training funds, either directly or indirectly, from North Carolina state government including trainings that are offered at no cost through the Small Business Technology and Development Center or the NC Community College Customized Training program *with the exception training funds requested in this grant application do not duplicate training efforts from the above*
- A business that has received funds either directly or indirectly from North Carolina state government under any previous training initiative and the terms of the agreement for training were *not* met.
- A workforce development board or its administrative entity
- A government entity

EMPLOYEE ELIGIBILITY CRITERIA

Eligible employees are:

- At least 18 years of age
- A paid employee of the applicant business or businesses with an employment relationship that meets the Fair Labor Standards Act requirements for an employer-employee relationship. Employees who are economically dependent on the employer and receive a W-2 for tax filing purposes have an employer-employee relationship.
- An employee with an established employment history with the employer for 6 months or more

- A citizen of the United States or a non-citizen whose status permits employment in the United States
- An employee to be trained who works at the facility located in North Carolina.

Those individuals who *DO NOT* meet the employer-employee relationship are:

- Those who will receive a 1099 for tax filing purposes.
- Those who are placed through a temporary agency.

FUNDING DETAILS

The maximum amount that can be requested is \$10,000 per business. An application representing common training needs of two or more businesses is considered a collaborative grant and can be increased to reflect \$12,500 per grant request. In addition, the amount of the award may be equally portioned among the businesses included in the application or may be distributed as a per employee cost.

The business may apply for subsequent, competitive grants, but receipt of a prior grant does not automatically guarantee an award of future grants. If a company is awarded the Train Up Grant by the SWDB but is unable to use any of the funds and forfeits the full grant amount, they will not be excluded from future requests.

Federal Match Required: The employer or group of employers must pay for a portion of the cost of providing the training to incumbent workers. This portion is defined as the non-federal share and rules for matching are provided at Uniform Guidance 2CFR 200.306 and 2CFR 2900.8, respectively, WIOA Section 134(d)(4)(D), and the U.S. Department of Labor Training Employment Guidance Letter (TEGL) 19-16. The non-federal share is based on the following limits:

- Employers with up to 50 employees a 10% match is required.
- Employers with 50 to 100 employees a 25% match is required.
- Employers with 100 or more employees a 50% match is required.

The number of employees is based on all locations within North Carolina. The business will be required to calculate its actual non-federal share at the conclusion of the training. Should the non-federal share not meet the limits, the funds could potentially have to be repaid.

The non-federal share provided by an employer participating in the program may include the amount of the wages paid by the employer to a worker while the worker is attending the training program. The employer may provide the share in cash or in kind, fairly evaluated. Examples of other non-federal share expenditures are training equipment purchases, on-site facility usage, and travel expenses (food and lodging) of the trainees.

COLLABORATIVE GRANT REQUESTS

Individual businesses can partner and apply for a collaborative training grant.

For a training that serves multiple businesses, the proposal for the common request must:

- Have one of the businesses designated as the lead applicant.
- Train an employee(s) from lead applicant and each of the businesses listed on the application.
- Include information on each business that will be part of the training under *Section I: Business Information, collaborative grant section*.
- Include training descriptions and outcomes that address the employees from all businesses impacted by the proposed common training.

IDENTIFYING TRAINING MOST RELATED TO EMPLOYEE NEEDS

Businesses understand their training needs the best and are therefore invited to submit any training that applies to the skills gaps of their employees, as long as it fits within the reimbursable requirements listed below. The BSR can assist businesses with the identification of training topics, training instructors, training dates, training locations, etc.

OUTCOMES EXPECTED

When businesses experience a skills gap in their workforce, the company's stability can be compromised. Train Up is a Training Grant, funded by the federal Workforce Innovation and Opportunity Act (WIOA) addresses such needs by increasing workers' skills, wages, advancement opportunities, knowledge, and certification. The success of Train Up will be measured via program outcomes requested within the final report. These are outcomes such as, but not limited to participant wage gain, participant employment retention or participant training completion.

PROCESS FOR SUBMITTING AN APPLICATION

1. Contact the BSR to complete a pre-app questionnaire.
2. After successfully completing the pre-app questionnaire the business will be given the policy and guidelines document with the application template to submit for consideration.
3. The BSR will be available to review a draft of the application and provide feedback to the business on an as needed basis.
4. Once the final application is received, the Train Up Committee and SWDB will need 5 to 10 business days for the review and approval process.
5. Following the submission of an application, the BSR will notify and provide documentation to the Train Up Review Committee. This committee will be comprised of a board representative from SWDB and NC Works Center Managers with the task of reviewing the application to determine a funding decision using a standardized application assessment form.
6. The SWDB Executive Committee is notified of the assessments to provide final authorization.
7. The BSR will notify the business on the determination of their grant request no later than two weeks following the submission of the final application.

REQUIREMENTS AFTER A GRANT IS AWARDED

1. A contract must be established between SWDB and the awarded business **prior to the start of the training.**
2. The contract process will include attachments for reporting and verify eligibility of employees to be trained. Businesses should be prepared to provide this information upon notification of award.
3. The business will need to update or complete registration in NCWorks.org
4. Trainees will need to complete registration in NCWorks.org. Assistance can be provided by the staff at the NCWorks Career Center, if needed.
5. SWDB holds the funds for the training until the training is complete prior to the end of the contract.
6. After completion of the training, to receive payment the business will submit a final report, updated trainee list, reimbursement request with an invoice or receipt from the training provider, and proof of payment.
7. If there are any changes to the training outlined in the application, the business must contact the BSR to discuss alternatives. Changes in the training will not necessitate a new application, but the business will need to provide an amended training statement and submit to the BSR as soon as possible. The BSR may discuss with the committee to review changes if the changes are different

from the original intent of the application. The training will still need to be completed within the timeframe of the grant contract.

REIMBURSABLE AND NON-REIMBURSABLE TRAINING COSTS

Allowable Training Costs:

1. Training or course registration
2. Training that results in participants obtaining an industry-recognized certification or credential to include training preparation for certification exams. Funding must be requested for both the training and the certification exam and completed within the agreed contract period.
3. Web-based online training
4. Employee skills assessment that results in primary training funded through the grant.
5. Textbooks or manuals used 100% for the training activities.
6. Materials and supplies directly related to the funded training.
7. Travel for trainers if the requested training is not available within reasonable proximity to the business.
8. Process improvement or quality-related training to support the state's Business Edge initiative

Non-Allowable Training Costs:

1. Employee-related costs such as wages, fringe benefits and travel
2. Training-related costs incurred prior to the beginning date of the contract with the SWDB or after the contract ends.
3. Training that the company or an entity on the company's behalf already provides to its employees.
4. Training that a company is mandated to provide on a regular basis to its employees by federal, state, or local laws.
5. Continuing Education Units (CEUs) and other training that is specifically required for an employee or entity to maintain licensure, certification, or accreditation.
6. Courses that are part of an individual's pursuit of an educational degree or license.
7. Employment or training in sectarian activities
8. Curriculum design and/or training program development
9. Trainers employed by any business whose employees are being trained to include parent company employees.
10. Purchase of employee assessment systems or systems usage licenses (example: site licenses)
11. Company website design and development, website hosting and maintenance, software or hardware upgrades, advice on computer selection for software or hardware upgrades, and advice on computer selection for purchase or upgrade
12. Third party compensation or fees not directly related to the provision of the requested training.
13. Any costs that would normally be considered allowable but for which there is no request/cost for training related to the item(s) within the application.
14. Capital improvements, purchase of real estate, to include the construction or renovation of facilities or buildings, and capital equipment or other durable (long lasting and/or reusable) training materials.
15. Business relocation or other related expenses
16. Travel outside of contiguous United States or costs associated with bringing a trainer into the country.
17. General office supplies and non-personnel services costs (example: postage and photocopying)
18. Membership fees or dues
19. Food, beverage, entertainment, and/or celebration related expenses
20. Job position profiling
21. Publicity or public relations costs
22. Costs associated with conferences.



TRAIN UP

PRE-APP QUESTIONNAIRE

Date:

Business: Address:	Contact: Title: Phone: Email:
County of Business <i>Must be in the SWDB area of Cherokee, Clay, Graham, Haywood, Jackson, Macon or Swain Counties</i>	County of
How many total workers are employed at your business? <i>These are employees that receive a W-2</i>	#
Approximately how many employees would participate in the training(s)?	#
Have the above employees been employed with your business for at least 6 months prior to this submission?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has the company been in operation in NC for 12 months?	Yes <input type="checkbox"/> No <input type="checkbox"/>
What type(s) of training are you interested in for your employees?	List here:
What's your estimated timeline for the training(s) to occur?	Timeline:
Do you need assistance from SWDB in exploring training topics, finding a training provider, etc.?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<p>Have you contacted the Small Business and Technology Development Center at Western Carolina University regarding the availability of free training programs, related to the training you're interested in through this grant, for your employees?</p> <p><u>Contact Information:</u> Sandra Dennison, Director Small Business and Technology Development Center: WCU sdennison@sbtcd.org 828-251-6025 ext. 24</p>	<p><input type="checkbox"/> Yes, but there are no trainings available to meet my needs.</p> <p><input type="checkbox"/> Yes, there are free trainings available to meet my needs.</p> <p><input type="checkbox"/> Yes, there are trainings available to meet my needs that have a cost.</p> <p><input type="checkbox"/> No</p> <p>Comments:</p>
<p>Have you contacted the appropriate NC Community College's Customized Training department regarding the availability of free training programs, related to the training you are interested in through this grant, for your employees?</p> <p><u>Contact information for Haywood Community College:</u> Doug Burchfield, Dean, Workforce Continuing Education 828-564-5128 ddburchfield@haywood.edu</p> <p><u>Contact information for Southwestern Community College:</u> Brian Hollands, Director of Industry and Community Training 828-339-4657 b_hollands@southwesterncc.edu</p> <p><u>Contact information for Tri-County Community College:</u> Paul Worley, Director of Economic and Workforce Development 828-835-9564 ext. 204 pworley@tricitycc.edu</p>	<p><input type="checkbox"/> Yes, but there are no trainings available to meet my needs.</p> <p><input type="checkbox"/> Yes, there are free trainings available to meet my needs.</p> <p><input type="checkbox"/> Yes, there are trainings available to meet my needs that have a cost.</p> <p><input type="checkbox"/> No</p> <p>Comments:</p>
<p>Is your company current on all federal, state, and local taxes? <i>(If No, your application is not disqualified but you will need to provide documentation of your payment plan agreement in your application)</i></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Has your company previously received a Train Up Grant, also known as the NCWorks Incumbent Worker Training Grant?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Other Comments:



TRAIN UP

APPLICATION

SECTION I: BUSINESS INFORMATION

Business Name:		
Street/Mailing Address:		
City/State:	Zip:	County:
Company Contact Person:	Email:	
Title:	Phone:	
	Fax:	
Description of Business Product(s) or Services (3-5 sentences):		
Months/years in business:	Total number of paid employees at this location:	Legal Structure of Business: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Other:
Tax Status of Business: <input type="checkbox"/> For profit <input type="checkbox"/> Not-for-profit	Employer's Federal ID #: Unemployment Insurance ID#:	
Parent Company? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please indicate business names in space provided.)</i>	Parent Company Name: Representative: Contact Phone Email:	

Is this a collaborative grant? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, list each business with contact information in this section.)</i>	Business: Representative: Contact Phone Email:
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SECTION II: TRAINING SUMMARY

Complete separate application for each training.

Training Topic or Course Title (<i>Spell out acronyms at least once</i>):	
Course Description and/or Objectives:	
Estimated Training Date(s):	
Number of Trainees:	Training Location:
Name of Training Provider or Organization:	
Name of Trainer/Instructor:	
Address, City, State, Zip:	
Email Address:	Phone:
Qualifications of instructor to provide the training (2-3 sentences):	

SECTION III: BUDGET

Category	Grant Funds Requested	Explanation/Detail
Training/Course Registration	\$	
Manuals/Textbooks	\$	
Training Certifications, Certificates, Credentials, Licenses	\$	
Materials and Supplies	\$	
<i>TOTAL AMOUNT REQUESTED</i>	\$	

Employer’s Non-Federal Share

(Choose one below and complete corresponding table. Tabulate total employees from all business locations across the State if more than one location.)

- My business has less than 50 employees, a 10% non-federal share is required for this grant.
- My business has 50 to 100 employees, a 25% non-federal share is required for this grant.
- My business has more than 100 employees, a 50% non-federal share is required for this grant.

Wages: \$	Meals/Travel: \$	Training Equipment Purchase: \$	Other: \$
Total Non-federal Share Total Amount: \$ _____			

SECTION IV: TRAINING NARRATIVE

Please provide complete responses to the following 4 questions.

1. Background information on the business:

2. Overview of the training and information to support the request and need for training:

3. Description of how the requested training will address the identified skills gaps, improve employee retention, impact company stability, and increase the competitiveness of the employee and employer:

4. Reason for requesting financial assistance to conduct the training:

SECTION V: AUTHORIZATION AND CERTIFICATION

As authorized representative of the Business submitting this application, I hereby certify that:

- I have read the Train Up Policy and Guidelines document and coordinated this application with the Southwestern Workforce Development Board Staff.
- The Business meets the requirements and is eligible to submit this application.
- The information contained in this application is true and accurate and reflects the intentions of the Train Up Program.
- I am aware that any false information, intentional omissions, or misrepresentations may result in rejection of the application and possible disqualification for future funding.
- I am aware that any false information, intentional omissions, or misrepresentations may subject the Business to civil or criminal penalties.
- I understand that training materials purchased with funds awarded under this project will be in the public domain and will be available for use by other eligible entities at no costs.
- The Business agrees to adhere to all reporting requirements and to respond to a Customer Satisfaction Survey, if asked.
- The Business agrees to provide all requested data elements as required for federal reporting.

Further, this business shall not discriminate against any employee, applicant for employment, applicant or Workforce Innovation and Opportunity Act participant, subcontractor or potential beneficiaries of employment and training programs or projects because of race, color, disability, religion, age, sex, national origin, political affiliation, or belief.

Employer Representative Print Name:

Actual Signature:

Date:

SOUTHWESTERN WORKFORCE DEVELOPMENT BOARD
TRAIN UP: APPLICATION ASSESSMENT

Business:

Amount Requested:

Date of Application:

Due Date for Assessment:

Training Topic(s):

Summary of Training:

QUESTION	ANSWER	COMMENTS
What is the structure of the business?		If for-profit, designation:
Has the business been in operation in NC for at least 12 months?		Business in operation for
Have 50% of the proposed employees to be trained been employed at the business for at least 6 months prior to application submission?		Proposed to train employees
Has the business previously used the state sponsored incumbent worker grant?		
Has the business checked free training (related to the training needs outlined in the application) available through the SBTDC and NC Community College's Customized Training Programs?		
Has the business satisfied the non-federal share requirement of the total amount requested?		Amount of required non-federal share based on number of employees / Amount signified in grant application: ___% is required and share comes in at \$

Other Comments from the BSR for review committee:

QUESTION	SCORE	COMMENTS
The training(s) addresses the skills gaps of an employee or group of employees	<input type="checkbox"/> Strongly agree (5 points) <input type="checkbox"/> Agree (4 points) <input type="checkbox"/> Neutral (3 points) <input type="checkbox"/> Disagree (2 points) <input type="checkbox"/> Strongly Disagree (1 point)	
The training(s) will result in increased profitability, competitiveness, sustainability, etc. of the business	<input type="checkbox"/> Strongly agree (5 points) <input type="checkbox"/> Agree (4 points) <input type="checkbox"/> Neutral (3 points) <input type="checkbox"/> Disagree (2 points) <input type="checkbox"/> Strongly Disagree (1 point)	
The training(s) proposed fall within the reimbursable requirements outlined in the business guidelines	<input type="checkbox"/> Strongly agree (5 points) <input type="checkbox"/> Agree (4 points) <input type="checkbox"/> Neutral (3 points) <input type="checkbox"/> Disagree (2 points) <input type="checkbox"/> Strongly Disagree (1 point)	
The training topic is clearly aligned to the training need outlined in the application	<input type="checkbox"/> Strongly agree (5 points) <input type="checkbox"/> Agree (4 points) <input type="checkbox"/> Neutral (3 points) <input type="checkbox"/> Disagree (2 points) <input type="checkbox"/> Strongly Disagree (1 point)	
The training provider has strong qualifications related to this training topic	<input type="checkbox"/> Strongly agree (5 points) <input type="checkbox"/> Agree (4 points) <input type="checkbox"/> Neutral (3 points) <input type="checkbox"/> Disagree (2 points) <input type="checkbox"/> Strongly Disagree (1 point)	
The amount requested is reasonable in terms of the training topic(s) and the non-federal share is fairly evaluated	<input type="checkbox"/> Strongly agree (5 points) <input type="checkbox"/> Agree (4 points) <input type="checkbox"/> Neutral (3 points) <input type="checkbox"/> Disagree (2 points) <input type="checkbox"/> Strongly Disagree (1 point)	

ELECTRONIC SIGNATURE of COMMITTEE MEMBER: _____

For BSR	Total Combined Points:	<input type="checkbox"/> Awarded (18 points or more) <input type="checkbox"/> Not awarded
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Signature of Southwestern Commission Finance Officer

**COST REIMBURSEMENT CONTRACT FOR INCUMBENT WORKER
TRAINING SERVICES PROVIDED UNDER
TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

This Agreement, made and entered into this the ___ day of **month**, by and between the Southwestern Workforce Development Board, hereinafter referred to as the “SWDB”, designated as a Local Area for delivery of services under the Workforce Innovation and Opportunity (WIOA) of 2014, and **company name**, hereinafter referred to as the “Company.”

WITNESSETH THAT:

1. BASIS FOR AGREEMENT

Pursuant to the provisions of the Workforce Innovation and Opportunity Act and its implementing regulations, this agreement is written for the purpose of providing incumbent worker training.

Based on the application submitted by the Company and negotiations among all parties, the Company agrees to train # **(number)** incumbent workers as described in the approved application. (Attachment A)

The Company warrants that the information set forth in the application (Attachment A) is true, correct, and complete in all material aspects and that such application may only be amended by prior approval of the SWDB and subject to mutual agreement by all parties. In the event the Company is advised or becomes aware that any material aspect set forth in the application has changed, the Company understands it is under an affirmative duty to immediately notify SWDB in writing.

The SWDB is prepared to provide funds not to exceed **Samount** as outlined in the approved program budget, which is incorporated into the application (Attachment A). These funds shall be expended solely for the purpose of the approved program budget on a reimbursement for performance method of payment.

2. TERM OF AGREEMENT

The term of this Agreement shall commence on **start date** and shall remain in effect until **end date**. Training may not begin prior to the effective date of this Agreement. Training must be scheduled to begin within 90 days of this executed agreement.

3. PAYMENTS

Schedule. Payments shall be made to the Company on a reimbursement and performance basis. The Company will submit to the SWDB the Request for Funds Form (Attachment F) including documentation of expenditures in such detail as to provide for a proper preaudit and post audit. The Company will also submit such additional documentation of expenditures upon the request of the SWDB.

Final Payment. The Company agrees that the SWDB will withhold payment pending the receipt and approval of all required reports, documentation of expenditures, verification of training participation and program performance attainment as submitted by the Company.

Availability of Funds. The SWDB’s liability under this Agreement is contingent upon the continued availability of appropriated and allocated funds under the Workforce Innovation and Opportunity Act. The Company agrees that the SWDB shall be the final determiner of the availability of such funds.

4. **REQUIREMENTS OF THE COMPANY**

During the term of this Agreement, the Company agrees to:

- (a) comply with all applicable federal, state, and local laws related to the execution of the program described in Attachment A.
- (b) cooperate with the SWDB in every reasonable way to ensure the successful delivery of the training program and attainment of specific training objectives,
- (c) have employees who participate in the training complete registration for participation in the Title III WIOA funded activities via NCWorks online.

Progress Reports. During the term of this Agreement, the Company shall provide the SWDB with cumulative regular progress updates. These updates or progress reports should contain information about activities and accomplishments. These reports are not a replacement for the other reports, which may be required elsewhere in this Agreement. Progress reports shall specify:

- (a) an accounting of any changes in expenditures as listed in the budgeted expenditures (Application or Attachment A); and
- (b) individual trainees by name, job title, name of training, beginning, and ending dates of training, and status of each trainee's participation in the training (Attachment C).
- (c) An assessment of the program's performance in relation to the planned performance (Attachment D) as established in the proposal (Attachment A).

Final Program and Budget Report. Within 45 days of completion of training, or within 45 days of the expiration of this Agreement, whichever occurs first, the Company will provide the SWDB with a certification that the training program has been completed in compliance with the terms and conditions of this Agreement. The Company will provide a report that will specify:

- (a) a summary of the actual total training program costs and the total funds transferred to the Company by the SWDB pursuant to this Agreement (Attachment E),
- (b) the actual number of incumbent employees trained by the Company in conjunction with this training program (Attachment E),
- (c) a summary of the training actually accomplished under the program and the impacts on the company's employees and its productivity, profitability, and competitiveness (Attachment E).
- (d) the Company will provide the SWDB and its designees access to trainees for the collection of information relevant to assessing the quality and effectiveness of the training provided under this Agreement,
- (e) the Company will provide the SWDB and its designees access to financial information and documentation relevant to determining the appropriateness of expenditures and reimbursements provided under this agreement.

Audit and Records. During the term of this Agreement, the Company 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 SWDB for a period of three years after conclusion of the Agreement. The aforesaid records, books, documents, and other evidence shall be subject at all times to inspection, review, or audit by representatives of the SWDB 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 preaudit 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 Company with any party for work required under terms of this Agreement.

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

Upon reasonable written request, the Company will allow SWDB to access information specific to the wages and performance of participants upon completion of the training program for evaluation purposes.

The Company shall also cooperate with the SWDB in completing a survey one year after training to assist in determining the long-term effectiveness of the training program, if needed.

The Company shall act as an independent contractor and not as an employee of the SWDB in the performance of the tasks and duties that are specific obligations of the Company pursuant to this Agreement.

Non-discrimination. The Company 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, national origin, age, disability, political affiliation, or belief.

5. TERMINATION

In the event the Company materially defaults in the performance of any duty, obligation, covenant, or agreement imposed on it or made by it in this Agreement, then the SWDB shall provide to the Company notice of such default. The Company 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 SWDB that corrective action has been taken and will likely result in curing the breach. In the event the Company fails to cure the default, the SWDB will have the right to terminate this Agreement.

The Company shall permit public access to all public documents or other materials prepared, developed, or received by them in connection with the performance of their obligations or the exercise of their rights under this Agreement. The SWDB may terminate this Agreement if the Company fails to allow such public access.

6. MODIFICATION

Any renewal or extension of this Agreement must be specified in writing and agreed to by both parties. 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 signatory of the SWDB and an executive officer of the Company. The parties agree to renegotiate this Agreement if revisions of any applicable laws, regulations or decreases in allocations make changes to this Agreement necessary.

7. GENERAL CONDITIONS

The Company acknowledges and agrees that any expenses incurred above and beyond the grant funds shall be borne and paid by the Company. The Company will be liable for any project funds used for purposes other than payment of costs listed in the approved budget (Attachment A). The Company shall indemnify

and hold the SWDB harmless for claims made by any third party with respect to expenses incurred or activities performed by the Company in fulfillment of this project.

The following activities **shall not** be funded with any of the grant funds: (a) trainees' wages, salaries, or fringe benefits; (b) purchase of capital equipment, furniture, or fixtures; (c) real estate, capital or facilities improvements or renovations; (d) business relocation expenses; (e) costs incurred prior to the approval date of the application; (f) employment or training in sectarian activities and (g) lobbying of state or federal legislatures, judiciaries, or agencies.

The parties agree to comply with all the terms and provisions of this Agreement including and incorporating herein the following specified Attachments:

- Attachment A – Train Up Grant Application
- Attachment B – Assurances
- Attachment C – Trainee List
- Attachment D – Regular Update Form
- Attachment E – Final Training Report
- Attachment F – Request for Funds

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

Southwestern Workforce Development Board

BUSINESS

BY: _____
Signature of Authorized Official

BY: _____
Signature of Authorized Official

NAME: David Garrett

NAME:

TITLE: Workforce Development Director

TITLE:

DATE:

DATE:

WITNESS: _____

WITNESS: _____



125 BONNIE LANE SYLVA, NC 28779
OFFICE 828.586.1962

Serving Cherokee, Clay, Graham, Haywood, Jackson, Macon, and Swain Counties

**Train Up: Attachment B Assurances
Incumbent Worker Training Grant**

I, NAME₂ with COMPANY do hereby attest and certify that all required documents that establish both identity and employment authorization of the incumbent workers that are part of the training funded by the Southwestern Workforce Development Board's Train Up grant program are on file with the employer.

Signature:

Title:

Date:



125 Bonnie Lane Sylva, NC 28779

Contract# 2022-XX

Individual Trainee List & Progress Report

Training Program: _____

Prepared By: _____

Date of Report: _____

IMPORTANT: All trainees listed below must be registered in NCWorks.gov

Participant's FULL Name	NCWorks.gov LogIn Name OR State ID# OR Last 4 digits of SS#	Job Title	Date Hired	Training Start Date	Training End Date	Current Participation Status: <i>Pending, Active or Completed</i>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Update on Train Up Grant

Southwestern Area Workforce Development Board

Email to: linda@regiona.org

Please provide information below on the status of training program that is included in your Train Up Contract. A brief update is due regularly to the Southwestern Workforce Board using the format below or *in a comparable electronic format*.

Company Name:

Date:

Training Name:

Scheduled Start Date:

Proposed Number of Employees to be Trained:

Number of Employees Actually Being Trained:

Comments: Briefly explain the current status of this training component. Include information on successes, issues or problems.

**TRAIN UP
North Carolina Incumbent Workforce Development Program
Final Training Project Report**

Please complete the requested information and submit to the Local Workforce Development Board representative within the timeframe requested. Space will expand as text is entered.

FOR INTERNAL USE ONLY. This is to be completed prior to submission to the Division of Workforce.

Development: LWDB Name: Southwestern Workforce Development Board

A. Amount of grant award (no administrative fee): \$ _____

B. Actual funds expended (no administrative fee): \$ _____

C. Amount to be de-obligated (A - B = C): _____

Signature of Authorized LWDB representative _____

Please complete the requested information and submit to the Local Workforce Development Board representative within the timeframe requested.

GRANT #2022-XX

BUSINESS INFORMATION

Business Name: _____

Business Address: _____

Name of Business Representative Completing this report: _____

Title: _____

TRAINING INFORMATION

Complete the information for participants in the training provided through this grant.

1. How did this training increase the knowledge of your staff to avert lay-offs?

2. Planned # of trainees: _____
(count each employee once, do not include those who attended an overview/introduction to the training)

3. Actual # of trainees: _____
(count each employee once, do not include those who attended an overview/introduction to the training)

4. How many trainees have kept their jobs as a result of this training? _____
Be as accurate as possible.

5. Was training provided to the employees as approved in the application? **Yes or No**

If no, please explain:

6. Was any of the training provided through this grant available from a publicly funded local community college or university? **Yes or No**

If yes, and you did *not* choose that source as a training vendor, please explain why:

7. How many businesses were involved in this training? _____

If more than one, did all businesses participate as proposed in the application? **Yes or No**

If no, please explain:

CUSTOMER SATISFACTION

1. How did you hear about the Train Up Program?

2. Please briefly describe the overall experience of the business with this training program.

3. Were you satisfied with the training that was provided? **Yes or No**

If no, please explain:

4. Would you recommend the Train Up Program to other businesses? **Yes or No**

If no, please explain:

5. If this training was provided for a multiple business collaborative, please explain how it was or was not an effective training delivery method.

TRAINING OUTCOMES

1. Describe how the skill levels of the trainees were increased as a result of the training.

--

2. **Certifications/Licenses/Credentials:** If applicable, list the type or quantity of skill certifications/licenses/credentials received by the trainees. Do not include *Certificates of Completion*.

TYPE	QUANTITY

3. Did any trainees receive a wage increase after completion of training? **Yes or No**
If yes, please complete the following:

# of Trainees	% of Increase

4. Did any trainee advance to other job positions or perform other advanced job responsibilities as a result of the training? **Yes or No**

If yes, how many? _____

5. How did the training help to increase the efficiency or quality of business operations?

--

6. If applicable, please indicate the estimated monetary value the company has saved, as a direct result of this training grant. (Example: process improvement, waste reduction, cost avoidance, etc.)

Description of Savings	\$ Amount
	Total:

7. Share outcomes, challenges or successes and be sure to include how the training favorably impacted your business, as well as assisted an employee(s) to advance or strengthen skills.



125 Bonnie Lane Sylva, NC 28779

Contract # 2022-XX

<h2 style="margin: 0;">Train Up Grant</h2> <h3 style="margin: 0;">Request for Funds & Accounting of Funds</h3>
Business:
Mailing Address:
Contact Person:
Date:
Signature:

IMPORTANT: This is a reimburseable grant. Once training is over, complete this form, include with invoice from training source, proof of payment, updated Trainee List (Attachment C) and Final Report (Attachment E). IF invoice from training source is less than approved grant amount, business will be reimbursed the amount on the invoice. Reimbursement can not exceed contracted amount.

Name of Training	Approved Grant Amount	Invoice Amount to be Reimbursed	Difference back to SWDB
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL AMOUNT REIMBURSED:		\$0.00	\$ -