



June 5, 2023

EASTERN CAROLINA LOCAL AREA ISSUANCE NO. 2017-07 Change 3

SUBJECT: Eastern Carolina Workforce Development Board Incumbent Worker Training Policy

PURPOSE: To provide updated guidance and criteria for ECWDB Incumbent Worker Training operated under the Workforce Innovation and Opportunity Act (WIOA) according to WIOA Section 134(d)(4) and to rescind Eastern Carolina Local Area Issuance No. 2017-07, Change 2 dated June 8, 2020.

BACKGROUND: To strengthen the workforce system and to implement the Workforce Innovation and Opportunity Act of 2014, Workforce Development Boards are permitted to use up to 20 percent of the combined total of Adult and Dislocated Worker allocated formula program funds for NCWorks Incumbent Worker Training Grants (IWTG). An Incumbent Worker is not subject to eligibility requirements for Adults under the WIOA, but demographic information is required.

Federal requirements mandate that, at a minimum, the following data for each training participant must be entered in NCWorks Online:

- Social Security Number
- Complete Name and Contact Information
- Gender
- Date of Birth
- Citizenship (Right-to-Work Status)
- Selective Service Compliance
- Disability Status
- Ethnicity and Race
- NC Driver's License or State ID
- Highest School Grade Completed
- Highest Education Level Completed

WDBs are required to collect and report outcomes based on criteria outlined in their local policy similar to reporting requirements found in the NCWorks Online system and approved by the Division of Workforce Solutions (DWS) upon submission of the local policy. The outcome measures should promote a skilled workforce by assisting workers in obtaining the skills necessary to retain employment or to avert layoffs and must increase both the worker's and the company's competitiveness. The workers served under the WIOA will be reported using the DWS NCWorks Online system.

Definition of Incumbent Worker

An Incumbent Worker is:

- at least 18 years of age and a paid employee of the applicant business or businesses;
- in a relationship that meets the Fair Labor Standards Act requirements for an employer-employee;
- an employee with an established employment history with the employer for six (6) months or more;
- a citizen of the United States or a non-citizen whose status permits employment in the United States; and
- an employee to be trained who works at a facility located in North Carolina.

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An Equal Opportunity/Affirmative Action Employer

Definition of an Employer-Employee Relationship

An Employer-Employee Relationship must exist between the worker and the employer. Workers who are economically dependent on the business of the employer and will receive a W-2 form for tax filing purposes have an employer-employee relationship.

Individuals who do not meet the definition of employer-employee relationship are:

- those who will receive a 1099 form for tax filing purposes; or
- those who are placed through a temporary agency.

Eligible Businesses

The intent of the Local NCWorks Incumbent Worker Training policy is to provide services for current workers in established North Carolina businesses.

An *Eligible Business* will:

- be current on all tax obligations;
- have an employer-employee relationship with at least five employees; and
- have been in operation in North Carolina 12 or more months.

The ECWDB's NCWorks IWT policy is designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce or avert the need to layoff workers.

IWT is not permitted to be used to provide the occupational training a new hire needs.

IWT can be used to either:

- **help avert potential layoffs of employees, or**
- **obtain the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities for less-skilled employees.**

Non-Federal Share Requirements

An employer or group of employers must pay for a portion of the cost of providing the training to IWTs. This portion is defined as the non-federal share and rules for matching are provided at Uniform Guidance 2 CFR 200.306 and 2 CFR 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 shall be:

- not less than 10 percent of the cost for employers with not more than 50 employees;
- not less than 25 percent of the cost for employers with more than 50 employees but not more than 100 employees; and
- not less than 50 percent of the cost for employers with more than 100 employees. [WIOA Section 134(d)(4)].

The non-federal share may include the amount of wages paid by the employer to a worker while the worker is participating in IWT. The employer may provide the share in cash or in kind, fairly evaluated. Other examples of an employer's non-federal share are training equipment purchases, onsite facility usage, employees' food, travel, or lodging.

Collaborative IWT is designed to meet the common training requirements of a group of employers. All employers and employees must meet WIOA criteria. The contract


will be written with the lead employer who must have employees included in the training.

ACTION: All WIOA Title I and Title III staff may distribute the attached ECWDB Incumbent Worker Training Grant Policy, Guidelines, application package and other related forms to parties interested in obtaining the ECWDB Incumbent Worker Training Grant. The NCWorks Online system will be used for tracking enrollments of IW participants; therefore, Local WDBs must contact the DWS NCWorks Online staff prior to beginning Local IWT, in order to establish a special system code. WDBs must report expenditures through regular financial reporting to the DWS for up to the 20 percent of the combined total of Adult and Dislocated Worker allocated formula program funds.

EFFECTIVE DATE: Immediately

EXPIRATION DATE: Indefinite

DISTRIBUTION: WIOA Title I and Title III Staff and ECWDB Staff



Tammy Childers, Executive Director

Attachment: ECWDB Incumbent Worker Training Grant Policy Guidelines and Application Package

EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD

INCUMBENT WORKER TRAINING GRANT



POLICY GUIDELINES AND APPLICATION

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**EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD
INCUMBENT WORKER TRAINING GRANT
POLICY AND BUSINESS GUIDELINES**

KEY POINTS:

The Incumbent Worker Training Grant is a competitive training grant to be used to assist businesses:

- Help avert potential layoffs of employees, or obtain the skills necessary to retain employment, such as increasing the skill levels by acquiring credentials, certifications or licenses of employees so they can be promoted within the company and create backfill opportunities for less-skilled employees.
- North Carolina for-profit businesses that have been in operation in North Carolina for a minimum of twelve months and have at least five employees are eligible to apply. Eligible employees must have been employed for a minimum of six months prior to beginning training.
- The maximum award amount is \$10,000 per grant.
- A maximum lifetime funding limit of \$50,000 for businesses has been established in order to provide training opportunities for additional businesses throughout our nine-county area.
- Businesses can submit their applications at any point to the Business Services Consultant of the ECWDB for initial review but must adhere to the process for submission described below.
- The Eastern Carolina Workforce Development Board has made funds available for Incumbent Worker Training for the program year period that runs from July 1st through June 30th. Applications are due to the ECWDB at least two (2) weeks prior to the convening of the ECWDB Business Services Committee. Please visit our website www.ecwdb.org for current meeting dates for the ECWDB Business Services Committee.
- After an award is announced, contact will be established with the business to execute the contract and complete any other required documents. The business is expected to pay for the training in accordance with the budget set forth in their application. A request for reimbursement will be submitted by the business to the ECWDB with all receipts and appropriate documentation.

WHY WOULD AN EMPLOYER UTILIZE THIS GRANT?

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

WHICH INCUMBENT WORKERS ARE ELIGIBLE TO BE TRAINED THROUGH THIS GRANT?

An eligible incumbent worker is:

- at least 18 years of age and a paid employee of the applicant business or businesses;
- in a relationship that meets the Fair Labor Standards Act (FLSA) requirements for an employer-employee:
 - The FLSA defines "employ" as the work that the employer directs or allows to take place. Workers who are economically dependent on the business of the employer and will receive a W-2 for tax filing purposes have an employer-employee relationship.
 - Individuals who do not meet the employer-employee relationship are:
 - those who will receive a 1099 for tax filing purposes
 - those who are currently employed through a temporary agency
- an employee with an established employment history with the employer for six months or more (may include time spent as a temporary or contract worker);
- a citizen of the United States or a non-citizen whose status permits employment in the United States; and
- an employee to be trained who works at a facility located in North Carolina

Definition of an Employer-Employee Relationship

An Employer-Employee Relationship must exist between the worker and the employer. Workers who are economically dependent on the business of the employer and will receive a W-2 form for tax filing purposes have an employer-employee relationship.

Individuals who do not meet the definition of employer-employee relationship are:

- those who will receive a 1099 form for tax filing purposes; or
- those who are placed through a temporary agency.

Federal requirements mandate that, at a minimum, the following data for each training participant must be entered in NCWorks Online:

- Social Security Number
- Complete Name and Contact Information
- Gender
- Date of Birth
- Citizenship (Right-to-Work Status)
- Selective Service Compliance
- Disability Status
- Ethnicity and Race
- NC Driver's License or State ID
- Highest School Grade Completed
- Highest Education Level Completed

WDBs are required to collect and report outcomes based on criteria outlined in their local policy similar to reporting requirements found in the NCWorks Online system and approved by the Division of Workforce Solutions (DWS) upon submission of the local policy. The outcome measures should promote a skilled workforce by assisting workers in obtaining the skills necessary to retain employment or to avert layoffs and must increase both the worker's and the company's competitiveness. The workers served under the WIOA will be reported using the DWS NCWorks Online system.

WHICH EMPLOYEES WOULD BENEFIT FROM THE ECWDB INCUMBENT WORKER TRAINING GRANT?

The ECWDB's NCWorks IWT policy is designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce or avert the need to layoff workers.

IWT is not permitted to be used to provide the occupational training a new hire needs. IWT can be used to either:

- help avert potential layoffs of employees, or
- obtain the skills necessary to retain employment, such as increasing the skill levels of employees by acquiring credentials, certifications or licenses so they can be promoted within the company and create backfill opportunities for less-skilled employees.

WHAT BUSINESSES ARE ELIGIBLE TO APPLY?

Eligible Businesses

The intent of the Local NCWorks Incumbent Worker Training policy is to provide services for current workers in established North Carolina businesses.

A business that **is eligible** to apply for funds under this program:

- is a North Carolina for-profit business;
- has an employer-employee relationship with the trainee(s);
- has been in operation in North Carolina for a minimum of twelve months;

- has a minimum of five (5) employees;
- is current on all federal, state and local tax obligations; and
- is financially viable.

Businesses that have previously received the Incumbent Worker Grant through the State of North Carolina are still eligible to apply for funding through this grant.

Businesses that have already met the maximum lifetime limit of \$50,000 through previous versions of the state-sponsored Incumbent Worker Training Grant are eligible to apply for funding through the ECWDB Incumbent Worker Training Grant and start with a balance of zero.

WHAT BUSINESSES ARE NOT ELIGIBLE TO APPLY?

A business that is **not eligible** to apply for funds under this program:

- is currently receiving training funds, either directly or indirectly, from the North Carolina state government, unless those training funds do not duplicate the training efforts outlined in this grant application;
 - This includes trainings that are offered through the North Carolina Community College's Customized Training Program.
- has received funds, either directly or indirectly, from the North Carolina state government under any previous training initiative where the terms of the agreement for training have not been met;
- is a Workforce Development Board or its administrative entity;
- is a labor union; or
- is a government entity, including publicly-funded organizations

HOW DO BUSINESSES IDENTIFY THE TRAINING(S) MOST RELATED TO THE NEEDS OF THEIR EMPLOYEES?

Businesses understand their training needs best and are, therefore, invited to submit any training that applies to their employees' skills gaps, as long as it fits within the reimbursable requirements listed below. The Business Services Consultant (BSC) at the ECWDB can assist businesses with the identification of training topics, training instructors, training dates, training locations, etc. Grant funds will be expended on training activities that take place only in North Carolina unless the ECWDB approves training outside the state. Businesses are invited to apply for as many trainings, for one or more employees, as they wish in one grant application as long as the total cost for all trainings does not exceed \$10,000.

WHAT OUTCOMES ARE EXPECTED FROM THE INCUMBENT WORKER TRAINING GRANT (IWTG)?

When businesses experience a skills gap in their workforce, the company's stability can be compromised. The IWTG, funded by the federal Workforce Innovation and Opportunity Act (WIOA), addresses such needs by increasing workers' skills, wages, advancement opportunities, knowledge, and certification.

Employers that are aligned to the growing industries of our region, which include: Advanced Manufacturing, Health Sciences, Transportation & Logistics, Aerospace & Aviation, and Construction & Skilled Trades are encouraged to apply. Employers in other industries and small businesses are also a specific focus of this grant and the trainings that this grant will fund should have an impact on the company's stability and competitiveness and give the employees an opportunity for career growth.

CAN A BUSINESS APPLY FOR A GRANT THAT WILL SERVE DIFFERENT, MULTIPLE BUSINESSES WITH COMMON TRAINING NEEDS?

Yes, unique businesses can partner and apply for a collaborative training grant. *Collaborative* IWT is designed to meet the common training requirements of a group of employers. All employers and employees must meet WIOA criteria. The contract will be written with the lead employer who must have employees included in the training.

The proposal for the common request must:

- train employees of at least two different businesses, with one of those businesses designated as the Applicant;
- include employees of the Lead Applicant in the training;

- include training descriptions and outcomes that address the employees from all businesses impacted by the proposed common training; and
- include information on each business that will be part of the training (the application has a specific section for this information).

WHAT IS THE MAXIMUM AMOUNT PER ROUND FOR WHICH A BUSINESS CAN APPLY?

The maximum amount is \$10,000 per grant. An application representing common training needs of two or more businesses (collaborative grant) will be subject to \$12,500 per training grant. In a collaborative grant, the amount of the award will be equally portioned among the businesses included in the application.

WHAT IS THE LIFETIME LIMIT FOR BUSINESSES RECEIVING THE IWTG?

The lifetime limit is \$50,000. Businesses with locations in multiple areas of the state will be treated as a single company for the purposes of determining when this maximum is met. The lifetime limit applies to the company, its parent company and subsidiaries. This applies to all applicants, whether or not they have previously received a grant.

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 ECWDB Incumbent Worker Training Grant, but is unable to use any of the funds and forfeits the full grant amount, then that grant amount will not count against the total lifetime limit for that company.

IS THE BUSINESS REQUIRED TO CONTRIBUTE TO THE COST OF THE TRAINING?

The employer or group of employers must pay for a portion of the cost of providing the training to IWs. This portion is defined as the non-federal share and rules for matching are provided at Uniform Guidance 2 CFR 200.306 and 2 CFR 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 shall be:

- not less than 10 percent of the cost for employers with not more than 50 employees;
- not less than 25 percent of the cost for employers with more than 50 employees but not more than 100 employees; and
- not less than 50 percent of the cost for employers with more than 100 employees. [WIOA Section 134(d)(4)].

The non-federal share may include the amount of wages paid by the employer to a worker while the worker is participating in IWT. The employer may provide the share in cash or in kind, fairly evaluated. Other examples of an employer's non-federal share are training equipment purchases, onsite facility usage, employees' food, travel, or lodging.

WHAT IS THE PROCESS FOR SUBMITTING AN APPLICATION AND HOW ARE FUNDING DECISIONS MADE?

The application process is:

1. A Pre-Award Checklist is first provided to the business by the ECWDB Business Services Consultant (BSC).
2. After completing this checklist and receiving feedback from the BSC, the business will receive an application template.
3. Following the submission of the application, a committee will review the application and make a recommendation to the board for funding. Applications are due to the ECWDB at least two (2) weeks prior to the convening of the ECWDB Business Services Committee. Please visit our website www.ecwdb.org for current meeting dates for the ECWDB Business Services Committee.
4. The BSC will notify the business of the board's decision for funding consideration.

WHAT HAPPENS AFTER A BUSINESS IS AWARDED THE GRANT?

1. A contract is established between the ECWDB and the awarded business within a month following board approval.
2. ECWDB holds the funds for training until the training is complete.
 - a. Training must be completed within 12 months from the date of the contract between the business and the ECWDB.
3. A business may submit a request for reimbursement of approved expenses at any point during the training period along with proof of payment.
4. After completion of the training, the business will submit a final reimbursement request with their invoice and proof of payment to the training provider, and a final IWT Program report to the ECWDB in order to receive their final reimbursement for the training.

Note: If there is an extenuating circumstance that leads to a need to request a change to the approved training, the business must contact the BSC to discuss the best alternatives. Changes in the training(s) will not necessitate a new application but the business will need to complete an amended training form and submit to the BSC as soon as possible. If necessary, the BSC may convene the grant review committee to review these changes as it relates to the purpose of this grant, including the trainees' originally identified skills gaps. The training will still need to be completed within the one year timeframe.

REIMBURSABLE/NON-REIMBURSABLE TRAINING COSTS

The following is a listing of reimbursable and non-reimbursable training costs for the NCWorks Incumbent Worker Training Grant:

Allowable Training Costs:

1. Training/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 twelve (12) month contract
3. Web-based online training
4. Employee skills assessment that results in primary training funded through the grant
5. Textbooks/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 LWDB 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 a trainee's pursuit of an educational degree
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 similar/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/dues
19. Food, beverage, entertainment, and/or celebration related expenses
20. Job/position profiling
21. Publicity/public relations costs
22. Costs associated with conferences

**EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD
INCUMBENT WORKER TRAINING GRANT
PRE-AWARD CHECKLIST**

Date: _____

Business Name
and Address:

Point of Contact: _____ Phone: _____ Email: _____

Does your company need assistance to help obtain the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities for less-skilled employees? ☐ Yes ☐ No

Does your company need assistance to help avert potential layoffs of employees? ☐ Yes ☐ No

What types of training are you interested in for your employees? (List all) What types of training are you interested in for your employees? (List all)

• _____ • _____
• _____ • _____

Do you need assistance from the ECWDB in exploring training topics, finding a training provider, etc.? ☐ Yes ☐ No

Approximately how many employees would participate in training?

Indicate number: _____

Have these employees been employed with your business for at least six months prior to the anticipated start date for training(s)?

☐ Yes ☐ No

Has the company been in operation in NC for 12 Months?

☐ Yes ☐ No

What is your estimated timeline for the training(s) to occur?

Indicate timeline: _____

Please indicate location of business *(must be in the ECWDB region which includes the counties of: Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico and Wayne)*.

☐ Carteret ☐ Craven ☐ Duplin ☐ Greene ☐ Jones ☐ Lenoir ☐ Onslow ☐ Pamlico ☐ Wayne

Have you contacted the appropriate NC Community College's Customized Training Department or Small Business Center regarding the availability of free training programs for employees related to the training you're interested in through this grant?

☐ Yes, but there are no free trainings available to meet my needs *(you must make contact and mark this answer before you can proceed to the application)*. ☐ Yes, there are trainings available to meet my needs. ☐ No, there are no trainings available to meet my needs.

Comments: _____

Is your company current on all federal, state and local taxes? ☐ Yes ☐ No

Has your company previously received an NCWorks Incumbent Worker Training Grant? ☐ Yes ☐ No

**EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD
INCUMBENT WORKER TRAINING GRANT
APPLICATION**

SECTION I: BUSINESS INFORMATION

Business Name: _____
 Street/Mailing Address: _____
 City: _____ State: _____
 Zip Code: _____ County: _____
 Company Contact Person: _____ Title: _____
 Email: _____ Phone: _____ Fax: _____

Description of Business Product(s) or Services (3-5 sentences):

Years in business: _____ Total Number of paid employees at this location: _____

Legal Structure of Business: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC
☐ Other: (indicate) _____

Tax Status of Business: ☐ For-profit ☐ Not-for-profit

Employer's Federal ID #: _____ Unemployment Insurance ID #: _____

Parent Company? (If yes, please indicate business names in space provided.) ☐ Yes ☐ No

Parent Company Name: _____

Representative: _____ Phone: _____ Email: _____

List Subsidiary Company(ies):

<ul style="list-style-type: none"> • _____ • _____ • _____ • _____ 	<ul style="list-style-type: none"> • _____ • _____ • _____ • _____
--	--

Is this a collaborative grant? (If yes, please indicate business name in space provided.) ☐ Yes ☐ No

Business Name: _____

Representative: _____ Phone: _____ Email: _____

SECTION II: TRAINING SUMMARY

Company is requesting assistance to help avert potential layoffs of employees ☐ Yes ☐ No

Company is requesting assistance to help obtain the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities for less-skilled employees. ☐ Yes ☐ No

Training Topic/Course Title: _____

Course Description and/or Objectives:

Estimated Training Date(s): _____ Number of Trainees: _____

Training Location: _____

Name of Training Provider (*Organization – if applicable*): _____

Name of Trainer/Instructor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____

Qualifications of Trainer/Instructor to Teach Component (*2-3 sentences*):

Training Topic/Course Title: _____

Course Description and/or Objectives:

Estimated Training Date(s): _____ Number of Trainees: _____

Training Location: _____

Name of Training Provider (*Organization – if applicable*): _____

Name of Trainer/Instructor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Phone: _____

Qualifications of Trainer/Instructor to Teach Component (*2-3 sentences*):

Copy and apply additional sheets as needed.

SECTION III: BUDGET

INSTRUCTIONS:

If applying for more than one training, request another budget template from the ECWDB, do not combine budget information for multiple trainings.

Refer to Attachment A "Reimbursable/Non-Reimbursable Training Costs" for specific costs that can be included in the budget request.

Category	Grant Funds Requested	Explanation/Detail
Training/Course Registration	\$	
Manuals/Textbooks	\$	
Training Certifications, Certificates, Credentials, Licenses	\$	
Materials and Supplies	\$	
Travel Expenses <i>(see ECWDB policy)</i>	\$	
Total Amount Requested:	\$	

Employer's Non-Federal Share *(indicate only one with information in corresponding table)*

☐ My business has 50 or less employees; a 10% non-federal share is required for this grant.

Wages:	Facility Fee:	Meal/Travel:	Training Equipment Purchase:
\$	\$	\$	\$
Total non-federal share: \$ ≥ 10% of the above amount requested			

☐ My business has more than 50, but not more than 100 employees; a 25% non-federal share is required for this grant.

Wages:	Facility Fee:	Meal/Travel:	Training Equipment Purchase:
\$	\$	\$	\$
Total non-federal share: \$ ≥ 25% of the above amount requested			

☐ My business has more than 100 employees; a 50% non-federal share is required for this grant.

Wages:	Facility Fee:	Meal/Travel:	Training Equipment Purchase:
\$	\$	\$	\$
Total non-federal share: \$ ≥ 50% of the above amount requested			

SECTION IV: TRAINING ABSTRACT

Please provide the following information.

1. Background information on the company:

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

3. Description of how the requested training will help avert potential layoffs of employees, or obtain the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities for less-skilled employees.

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

AUTHORIZATION AND CERTIFICATION

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

- I have read the ECWDB Incumbent Worker Training Grant guidelines/policy.
- The Business meets the requirements of the policy in regard to business and employee eligibility and is eligible to submit this application.
- The information contained in this application is true and accurate.
- I am aware that any false information, intentional omissions, or misrepresentations may result in rejection of the application and possible disqualification for future funding.
- The Business agrees to adhere to all reporting requirements requested by ECWDB upon notification of award.
- The Business agrees to provide all data elements as required for federal reporting.
- The Business agrees to resubmit this application if ECWDB requests edits within the designated timeframe.
- The request training expense is in accordance with the reimbursable requirements outlined in the IWTG policy.
- Trainee applications for all employees seeking training are attached to this application.

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: _____

Employer Representative Signature: _____

Date: _____



**WORKFORCE INNOVATION AND OPPORTUNITY ACT
INCUMBENT WORKER TRAINING PROGRAM
TRAINEE APPLICATION**

Date: _____

Attach copy of completed and signed I-9 Employment Verification form.*PERSONAL INFORMATION***Directions: Complete each section with INK. Please print.*Name: _____
Last First Middle Initial SSN: _____Address: _____
Street No. or RFD City State Zip Code

Telephone Number: (____) _____ - _____ Alt. Telephone #: (____) _____ - _____

Email Address: _____

County of Residence: _____ Date of Birth: _____ Gender: ☐ Male ☐ FemaleAre You a US Citizen? ☐ Yes ☐ No Resident Non-Citizen? ☐ Yes ☐ No ☐ NA Registration #: _____Ethnicity: Hispanic or Latino ☐ Yes ☐ NoRace – Select All That Apply: ☐ American Indian/Alaskan Native ☐ Asian ☐ Black/African American
☐ Hawaiian Native/Other Pacific Islander ☐ WhiteIf Male 18 or older, are you registered with Selective Service? ☐ Yes ☐ No ☐ NA Registration #: _____Considered to have a disability: ☐ Yes ☐ No ☐ Participant did not self-identify ☐ Chose not to identify**EDUCATIONAL BACKGROUND List your educational history below:**Are you currently attending school? ☐ Yes ☐ No Did you graduate from High School? ☐ Yes ☐ NoIf no, what is the highest grade you completed? _____ Do you have a (check one): ☐ Adult HS Equivalency ☐ GEDDid you graduate from college? ☐ Yes ☐ No Did you receive a (check one): ☐ Degree ☐ Certificate ☐ Diploma

I certify that the information provided in this application is true to the best of my knowledge. I am aware that this information will be verified and that any falsification shall be grounds to deny services and may subject me to prosecution under the law. I understand that the information will be used to determine eligibility for WIOA services and may be released for verification and federal reporting purposes.

Applicant/Trainee Signature: _____ Date: _____

I hereby certify that the information provided in this application is true to the best of my knowledge. I acknowledge that my falsification of any information provided herein may subject me to prosecution under the law.

Contractor/Company Representative: _____ Date: _____

**EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD
INCUMBENT WORKER TRAINING GRANT
APPLICATION EVALUATION FORM Part I**

BUSINESS: _____

DATE OF REVIEW: _____

Training Topic(s): _____

Amount Requested: \$ _____ Collaborative Grant? ☐ Yes ☐ No

Application version: ☐ 1st submission ☐ 2nd submission ☐ 3rd submission

QUESTION	ANSWER
----------	--------

What is the structure of the business? ☐ For-profit ☐ Non-profit

Has the business been in operation in NC for at least 12 months? ☐ Yes ☐ No

Indicate any previous ECWDB engagements with business:

Will this IW training help avert potential layoffs of employees? ☐ Yes ☐ No

Will this training assist the incumbent workers in obtaining the skills necessary to retain employment? ☐ Yes ☐ No

Has the proposed employee(s) to be trained been employed at the business for at least 6 months prior to training anticipated start date(s)? ☐ Yes ☐ No

Has the business previously used state-sponsored incumbent worker grant? ☐ Yes ☐ No

If yes, indicate standing:

If yes, indicate previous total amount awarded: \$ _____

Has the business exhausted all means of other training programs (related to the training needs outlines in this application) available through the NC Community College's Customized Training Programs that are available at no cost? ☐ Yes ☐ No

Comments regarding discussions with the local NC Community College:

Has the business satisfied the non-federal share requirement of the total amount requested? ☐ Yes ☐ No

Non-federal (in-kind) share from business based on number of employees (refer to IWG policy)

☐ 10% ≥ total request grant funds Business indicated: \$ _____

☐ 25% ≥ total request grant funds Business indicated: \$ _____

☐ 50% ≥ total request grant funds Business indicated: \$ _____

COMMENTS: _____

APPLICATION EVALUATION FORM Part 2
To be filled out by each ECWDB committee member

Business: _____

Reviewer: _____

QUESTION	ANSWER	POINTS	COMMENTS
The training(s) will avert potential layoffs of employees.	<input type="checkbox"/> Strongly agree (11-15 points) <input type="checkbox"/> Agree (6-10 points) <input type="checkbox"/> Disagree (1-5 points) <input type="checkbox"/> Strongly disagree (0 points)		
The training(s) will result in incumbent workers obtaining the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities for less-skilled employees.	<input type="checkbox"/> Strongly agree (11-15 points) <input type="checkbox"/> Agree (6-10 points) <input type="checkbox"/> Disagree (1-5 points) <input type="checkbox"/> Strongly disagree (0 points)		
The training(s) will result in retention and/or promotion of the designated employee(s) to be trained.	<input type="checkbox"/> Strongly agree (11-15 points) <input type="checkbox"/> Agree (6-10 points) <input type="checkbox"/> Disagree (1-5 points) <input type="checkbox"/> Strongly disagree (0 points)		
The training(s) proposed falls within the reimbursable requirements outlined in the ECWDB IWTG policy.	<input type="checkbox"/> Strongly agree (11-15 points) <input type="checkbox"/> Agree (6-10 points) <input type="checkbox"/> Disagree (1-5 points) <input type="checkbox"/> Strongly disagree (0 points)		
The training(s) topic(s) is clearly aligned to the training need outlined in the application.	<input type="checkbox"/> Strongly agree (11-15 points) <input type="checkbox"/> Agree (6-10 points) <input type="checkbox"/> Disagree (1-5 points) <input type="checkbox"/> Strongly disagree (0 points)		
The training provider has strong qualification related to this training topic.	<input type="checkbox"/> Strongly agree (11-15 points) <input type="checkbox"/> Agree (6-10 points) <input type="checkbox"/> Disagree (1-5 points) <input type="checkbox"/> Strongly disagree (0 points)		
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 (11-15 points) <input type="checkbox"/> Agree (6-10 points) <input type="checkbox"/> Disagree (1-5 points) <input type="checkbox"/> Strongly disagree (0 points)		

Overall Comments:

If the training(s) will result in new certification(s) for the employee(s), add 15 points to the total points:

TOTAL POINTS: _____

TOTAL SCORE:

**Eastern Carolina Workforce Development Board, Inc.
Incumbent Worker Training Agreement**

Agreement # _____
Effective Dates: _____

1. PARTIES

1.1 This Agreement is entered into between the Eastern Carolina Workforce Development Board, Inc. and _____ Any notice or communications pursuant to this agreement shall be in writing and mailed to the following:

(a) *Tammy Childers, Executive Director
Eastern Carolina Workforce Development Board, Inc.
1341 South Glenburnie Road
New Bern, North Carolina 28562*

(b) (Employer)

2. BASIS FOR AGREEMENT

2.1 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.

2.2 Based on the application submitted by _____ and negotiation between all parties, _____ agrees to train (_____) incumbent workers as described in the approved application.

2.3 _____ warrants that the information set forth in the application is true, correct and complete in all material aspects and that such application may only be amended by prior approval of the *Eastern Carolina Workforce Development Board, Inc.* and subject to mutual agreement by all parties.

2.4 The *Eastern Carolina Workforce Development Board, Inc.* is prepared to provide funds not to exceed _____ (\$ _____) as outlined in the approved Program Budget, a copy of which is attached hereto and incorporated herein as. These funds shall be expended solely for the purpose of the approved program budget on a reimbursement and performance method of payment.

3. TERM OF AGREEMENT

3.1 The term of the Agreement shall commence upon execution of the last required signature, and shall remain in effect for twelve (12) months. Agreed upon start-up costs may be reimbursed upon approval of the application. However, training may not begin prior to the effective date of this Agreement.

4. **SUBCONTRACTING**

- 4.1 If _____ intends to procure any of the services to be provided hereunder by subcontract, _____ must secure the prior written approval of the *Eastern Carolina Workforce Development Board, Inc.* _____ is responsible for assuring that its contracts and the contracts of its subcontractors comply with applicable state and federal laws on procurement. All subcontract documents must reference this Contract, and all subcontractors must acknowledge that the *Eastern Carolina Workforce Development Board, Inc.*, the State and the United States Department of Labor have all rights and powers as to the subcontractor that they have under this Contract and under law as to _____. At a minimum, subcontracts may contain terms applying to subcontractors equivalent to those found herein this Section 4. It is expressly understood that the delegation of any responsibility to a subcontractor shall not in any way diminish the responsibility of _____ to comply with this Contract and that (without limiting the foregoing) _____ is liable to *Eastern Carolina Workforce Development Board, Inc.* for any costs of the subcontractor deemed unallowable. It is also expressly understood that *Eastern Carolina Workforce Development Board, Inc.* is not responsible for the obligations of _____ to its subcontractor(s). Failure to inform the *Eastern Carolina Workforce Development Board, Inc.* in a timely manner of the intent to involve subcontractor(s) shall relieve the *Eastern Carolina Workforce Development Board, Inc.* of any and all liability and may result in initiation of procedures to cancel this Contract.

5. **PAYMENTS**

- 5.1 **Schedule.** Payments shall be made to _____ on a monthly reimbursement and performance basis. _____ will submit to the *Eastern Carolina Workforce Development Board, Inc.* the Monthly Financial Status Report and Invoice Forms including documentation of expenditures in such detail as to provide for a proper pre-audit and post-audit.
- 5.2 **Performance Holdback.** _____ agrees that 20% of the total grant amount may be held back and not included in monthly cost reimbursement payments until achievement of performance and program goals have been met in accordance with the application. The *Eastern Carolina Workforce Development Board, Inc.* shall withhold the final payment until a final report is submitted and all performance criteria specified have been achieved.
- 5.3 **Availability of Funds.** The *Eastern Carolina Workforce Development Board, Inc.*'s liability under this Agreement is contingent upon the continued availability of appropriated and allocated funds under the Workforce Innovation and Opportunity Act. _____ agrees that the *Eastern Carolina Workforce Development Board, Inc.* shall be the final determiner of the availability of such funds.

6. **REQUIREMENTS OF _____**

- 6.1 During the term of this Agreement, _____ agrees to:
- (a) comply with all applicable federal, state, and local laws related to the execution of the program described in the application.
 - (b) cooperate with the *Eastern Carolina Workforce Development Board, Inc.* in every reasonable way to ensure the successful delivery of the training program and attainment of specific training objectives.

- 6.2 Monthly Financial Report. During the term of this Agreement, _____ shall provide the *Eastern Carolina Workforce Development Board, Inc.* with a Monthly Financial Status Report and Invoice Form, which is due by the 20th of the month following the end of the preceding month. This report is not a replacement for the other reports and audits, which may be required elsewhere in this Agreement. Such report shall specify:
- an accounting of actual expenditures in comparison with the budgeted expenditures.
- 6.3 Final Program and Budget Report. Within 30 days of completion of training, or within 30 days of the expiration of this Agreement, whichever occurs first, _____ will provide the *Eastern Carolina Workforce Development Board, Inc.* with a certification that the training program has been completed in compliance with the terms and conditions of this Agreement. _____ will provide a report which shall specify:
- (a) a summary of the actual total training program costs and the total funds transferred to _____ by the *Eastern Carolina Workforce Development Board, Inc.* pursuant to this Agreement;
 - (b) the actual number of incumbent employees trained by _____ in conjunction with this training program;
 - (c) sufficient documentation for identification of all participants that would allow for calculation of performance measures and any other outcomes deemed pertinent to the *Eastern Carolina Workforce Development Board, Inc.*
- 6.4 Audit and Records. During the term of this Agreement, _____ 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 *Eastern Carolina Workforce Development Board, Inc.* 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 *Eastern Carolina Workforce Development Board, Inc.* and/or state personnel responsible for the oversight, monitoring, and evaluation of the Workforce Innovation and Opportunity Act;
 - (b) submit all bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit;
 - (c) maintain financial records and reports related to funds paid to any parties for work on the matters which are the subject of this Agreement; and
 - (d) include these record-keeping requirements in contracts and subcontracts entered into by _____ with any party for work required under terms of this Agreement.
- 6.5 Liability. _____ assumes the risk of any claims, suits, judgments or damages arising from _____ performance of, or failure to perform, the tasks and duties which are the subject of this Agreement, or from _____ participation in the program. _____ shall indemnify, defend, and hold the *Eastern Carolina Workforce Development Board, Inc.* harmless from all claims, suits, judgments or damages arising out of intentional acts, negligence or omissions from _____ performance of the tasks and duties which are the subject of this Agreement.

- 6.6 Upon reasonable written request, _____ will allow the *Eastern Carolina Workforce Development Board, Inc.* to access information specific to the wages and performance of participants upon completion of the training program for evaluation purposes.
- 6.7 _____ shall also cooperate with the *Eastern Carolina Workforce Development Board, Inc.* in completing surveys one year after training to assist in determining the long-term effectiveness of the training program.
- 6.8 _____ shall act as an independent contractor and not as an employee of the *Eastern Carolina Workforce Development Board, Inc.* in the performance of the tasks and duties which are specific obligations of _____ pursuant to this Agreement.
- 6.9 Non-discrimination. _____ will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of race, color, religion, sex, marital status, national origin, age, disability, political affiliation or belief.

7. TERMINATION

- 7.1 In the event that _____ materially defaults in the performance of any duty, obligation, covenant or agreement imposed on it or made by it in this Agreement, then the *Eastern Carolina Workforce Development Board, Inc.* shall provide to _____ notice of such default. _____ 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 *Eastern Carolina Workforce Development Board, Inc.* that corrective action has been taken and will likely result in curing the breach. In the event that _____ fails to cure the default, the *Eastern Carolina Workforce Development Board, Inc.* will have the right to terminate this Agreement.
- 7.2 _____ 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 *Eastern Carolina Workforce Development Board, Inc.* may terminate this Agreement if _____ fails to allow such public access.

8. MODIFICATION

- 8.1 No provision for automatic renewal or extension of this Agreement shall be effective.
- 8.2 This writing contains the entire Agreement of the parties. No representations were made or relied upon by any party, other than those that are expressly set forth in this Agreement. No agent, employee, or other representative of any party is empowered to alter any of the terms of this Agreement, unless done in writing and signed and approved by an authorized signatory of the *Eastern Carolina Workforce Development Board, Inc.* and an executive officer of the _____. The parties agree to renegotiate this Agreement if revisions of any applicable laws, regulations or decreases in allocations make changes to this Agreement necessary.

9. GENERAL CONDITIONS

- 9.1 _____ acknowledges and agrees that any expenses incurred above and beyond the grant funds shall be borne and paid by _____. _____ will be liable for any project

funds used for purposes other than payment of costs listed in the approved budget. _____ shall indemnify and hold the *Eastern Carolina Workforce Development Board, Inc.* harmless for claims made by any third party with respect to expenses incurred or activities performed by _____ in fulfillment of this project.

- 9.2 The following activities **shall not** be funded with any of the grant funds: (a) trainees' salaries; (b) purchase of equipment, furniture or fixtures; (c) travel and related incidental costs; and (d) lobbying of state or federal legislatures, judiciaries or agencies.
- 9.3 The parties agree to comply with all the terms and provisions of this Agreement including and incorporating herein the following specified Attachments:
- IWT Application
 - Approved IWT Budget
 - Certification Regarding Drug-Free Workplace
 - Certification Regarding Lobbying
 - Monthly Financial Status Report and Invoice Form
 - Final Incumbent Worker Training Program Report

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

CONTRACTOR

_____ Name of Contractor	_____ Eastern Carolina Workforce Development Board, Inc.
_____ Address	_____ Address
_____ City, State and Zip Code	_____ City, State and Zip Code
_____ By: Signature	_____ By: Signature
_____ Type Printed Name	_____ Type Printed Name
_____ Title	_____ Title
_____ Date (Contractor's Corporate Seal if applicable)	_____ Date

**Certification Regarding Drug-Free
Workplace Requirements**

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about - -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will - -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted - -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code):

Check ☐ if there are workplaces on file that are not identified here.

29 CFR Part 98, Subpart F
Appendix C

Company

Name of Certifying Official and Title

ECWDB Incumbent Worker Training
WIOA Program Title

Signature/Date

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and discuss accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company

ECWDB Incumbent Worker Training
WIOA Program Title

Name of Certifying Official and Title

Signature/Date

29 CFR Subtitle A (7-1-99 Edition)
Part 93, Appendix A

**EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD
INCUMBENT WORKER TRAINING GRANT
FINAL INCUMBENT WORKER TRAINING PROGRAM REPORT**

BUSINESS: _____

DATE: _____

1. Please give a short narrative of competencies the trainees received for each training.

2. Explain how the training allowed employees to obtain the skills necessary to retain employment, such as increasing the skill levels of employees so they can be promoted within the company and create backfill opportunities for less-skilled employees.

3. What are the short and long term benefits of this training for your establishment?

4. Did any trainees retain their employment at your business solely as a result of the training? ☐ Yes ☐ No
Comments:

5. Have/will any of these trainees receive additional compensation as a result of their increased skills? ☐ Yes ☐ No

Comments:

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

Comments:

7. Was the training topic aligned to the needs outlined in your grant application? ☐ Yes ☐ No

Comments:

8. Explain the degree in which the training provider satisfied these needs.

9. Would you recommend the training topic and training provider to another business? ☐ Yes ☐ No

Comments:

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

Comments:

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

Comments:

12. Do you have additional workforce needs for current or future employees that you would like to discuss with the ECWDB? ☐ Yes ☐ No

Comments: