

I. TRAINING AGREEMENT SIGNATURE SHEET

2024 - 2025	19-ETP-24-25	19-ETP-24-25 R1
FISCAL YEAR	AGREEMENT NUMBER	MODIFICATION NUMBER

ADMINISTRATIVE AGENCY	TRAINING PROVIDER
<p>Calcasieu Parish Police Jury Workforce Development Board P.O. Box 1592 (2424 3rd Street) Lake Charles, Louisiana 70602-1592</p>	<p>CDL Mentors, LLC 4310 Ryan St. Lake Charles, LA 70605</p>

This Agreement is entered into by the Administrative Agency of the Calcasieu Parish Police Jury, Workforce Development Board (“Agency”), and the **CDL Mentors, LLC**, (“Training Provider”).

The Training Provider agrees to operate this Workforce Innovation & Opportunity Act of 2014 (“WIOA”) program in accordance with all applicable federal, state, and local rules and regulations pursuant to the WIOA, as well as other provisions set forth in this agreement. This Agreement consists of 21 pages, including this page and others as required.

The Training Provider certifies that this document has been reviewed and that it concurs with terms and conditions and will abide by the Agreement and carry out the terms specified herein. The Training Provider further certifies that the information in this Agreement is correct to the best of the signatory's knowledge and belief and that this Agreement has been fully authorized. **Funds obligated here are subject to the Availability Clause as stated in this agreement.**

This writing embodies the complete agreement between the above parties and supersedes any and all oral or written agreements between the parties relating to matters herein, except as otherwise provided herein.

- A. **AGREEMENT PERIOD:** This Agreement covers the period from July 1, 2024 to June 30, 2025.
- B. **FUNDING SOURCE:** Funding source for this agreement is WIOA Title I-B.
- C. **TYPE OF AGREEMENT:** This is a reimbursable TUITION agreement.
- D. **TYPE OF TRAINING:** Occupation Skills Training is as an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. This training will be provided at any and all locations within the 5 parishes (Allen, Beauregard, Calcasieu, Cameron, Jeff Davis, and Vernon) within WDB Area #51 region 5.
- E. **MODIFICATION:** This action increases N/A decreases N/A does not change N/A the funding obligation for this agreement by \$ N/A to a new level of \$ N/A.

General Intent of Modification: _____

APPROVED FOR AGENCY BY:		APPROVED FOR TRAINING PROVIDER BY:	
Signature	Date	Signature	Date
<u>Ms. Stephanie Seemion, Director</u>		<u>Mr. Herman Marigny, III, Director</u>	
Typed Name and Title		Typed Name and Title	
<u>Workforce Development Board</u>		<u>CDL Mentors, LLC</u>	
Administrative Agency		Training Provider	

II. TRAINING AGREEMENT

This Training Agreement (“Agreement”) is made and entered into by and between the Calcasieu Parish Police Jury, Workforce Development Board, (“Agency”), and the CDL Mentors, LLC, (“Training Provider”), witnessing that:

WHEREAS, Agency has been named as the Administrative Entity for the WIOA Funds; and,

WHEREAS, Training Provider has been named by the Calcasieu Parish Police Jury and the Calcasieu Parish Consortium Workforce Development Board as an Individual Training Account (ITA) Provider of Occupational Skills Training Services for the WIOA; and,

WHEREAS, both Agency and Training Provider desire to make Occupational Skills Training Services available to eligible persons in the Local Workforce Development Area (“LWDA”) which includes Allen, Beauregard, Calcasieu, Cameron, Jeff Davis, and Vernon Parishes; and,

WHEREAS Training Provider represents that it is duly qualified and willing to perform the services set forth herein, within the meaning and intent of WIOA rules and regulations,

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereby agree to the following:

That Training Provider shall perform all duties, tasks, and responsibilities necessary to implement the program described throughout this Agreement, and

That Agency, in mutual consideration of the satisfactorily-performed services rendered by Training Provider, shall agree to pay Training Provider, up to the sum specified on the Individual Training Accounts. In no instance, shall this amount be exceeded, unless by written amendment or modification.

III. AVAILABILITY OF FUNDS CLAUSE

It is understood and agreed to by the parties hereto that any and all obligations under this agreement are contingent upon actual receipt of adequate funds from the funding source of the WIOA. If the named Agency does not receive adequate funds from the funding source, Agency will not be liable for failure to make payments to Training Provider, nor any costs incurred after proper notification. At no time will Training Provider be allowed to incur costs in excess of amount shown on the Individual Training Accounts, unless the Agreement has been modified in writing. This Agreement may be canceled based upon non-availability of said funds.

IV. GENERAL ASSURANCES

1. The LWDA51 recipient of funds assures that it and its sub-recipients will fully comply with the requirements of the Workforce Innovation & Opportunity Act (“WIOA”), all Federal and State Laws and regulations pursuant thereto, the State Title I WIOA Plan, the approved Local Plan, and any issuances from the Louisiana Workforce Commission (“LWC”) and any subsequent changes to any of the above.
2. The LWDA51 recipient of funds assures that it will establish fiscal control and fund accounting procedures necessary to ensure the proper disbursement of, and accounting for, funds under the WIOA.
3. The LWDA51 recipient of funds assures that veterans will be afforded employment and training activities authorized in §134 of WIOA, to the extent practicable.
4. The LWDA51 recipient of funds assures compliance with the confidentiality requirements of §116 (i)(3) of WIOA and shall comply with §444 of the General Education Provisions Act (20 U.S.C 1232g).
5. The LWDA51 recipient of funds assures that no funds received under the WIOA will be used to assist, promote, or deter union organizing.
6. The LWDA51 recipient of funds assures compliance with the nondiscrimination provisions of §188 of the WIOA.
7. The LWDA51 recipient of funds assures the collection and maintenance of data necessary to show compliance with the nondiscrimination provisions of §188 of WIOA.
8. The LWDA51 recipient of funds assures that it and its sub-recipients shall comply with the following Code of Federal Regulations: 2 CFR Part 200 and 2 CFR Part 2900.
 - a. Uniform administrative requirements for grants and cooperative agreements to State and local governments.
 - b. Uniform administrative requirements for Universities/Training Providers of higher education, hospitals, other non-profit organizations, commercial organizations, foreign governments, organizations under the jurisdiction of foreign governments, and international organizations.
 - c. Audit Requirements/Single Audit Act.
 - d. Cost Principles for State, Local, and Indian Tribal Governments.
 - e. Cost Principles for Non-Profit Organizations.
 - f. Cost Principles for Higher Education Institutions.
 - g. Principles for Determining Cost Applicable to Research and Development Under Grants and Contracts with Hospitals.
 - h. Allowable cost for commercial organizations and those non-profit organizations.
 - i. 29 CFR Part 38 and all other regulations implementing the aforementioned non-discrimination and equal opportunity laws.
 - j. 29 CFR Part 93 – Restrictions on lobbying.
 - k. 29 CFR Part 94 – Government Wide Requirements for Drug Free Workplace.
9. The LWDA51 recipient of funds assures that procedures are developed for regular oversight and monitoring of its WIOA activities and those of its sub-recipients and contractors (20 CFR 683.400 – 20 CFR 683.440).
10. The LWDA51 recipient of funds assures that procedures are established and maintained for grievances and complaints according to the requirements of 20 CFR 683.600 – 20 CFR 683.650 efforts to provide equitable services among substantial segments of the eligible population.

Mr. Herman Marigny, III, Director **Date**

Mr. Herman Marigny, III, Director
Typed or Printed Name & Title

V. GENERAL SPECIFICATIONS

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS SIGNATURE SHEET

This is to certify that to the best of the undersigned's knowledge and belief, the data in this Agreement is responsive to the specifications and is true and correct. Further, this Agreement has been authorized by the governing body of the organization and legal authority of the undersigned is reflected in the records of Agency. Training Provider shall comply with all applicable rules, regulations, assurances, and specifications during the training period, and throughout any resulting, subsequent follow-up period.

Training Provider certifies that it is a "going concern," and that it is authorized to do business in this locale.

I have been made aware of the General Specifications as listed on pages 10-20 of this document. I understand them and will abide by them.

CDL Mentors, LLC

NAME OF TRAINING PROVIDER

MR. HERMAN MARIGNY, III, DIRECTOR

DATE

VI. TERMS AND CONDITIONS

1. **PURPOSE:** Training Provider shall provide classroom-training instruction, which will assist WIOA-eligible individuals in obtaining the skills necessary to secure employment. The intent of such training shall be to secure full-time employment.
2. **APPROVED COURSES:** Training Provider shall provide classroom instruction. Approved curriculum and maximum course load shall be provided to Training Provider by notice from WDB/LWC Eligible Training Provider's List ("ETPL").
3. **APPLICABLE LAWS:** Training Provider agrees to abide by all applicable Federal, State, and local laws governing its organization and this program during the life of this agreement, which shall include, but not be limited to, all levels of policy, which emanate from the WIOA.
4. **PAYMENTS:** Payments to Training Provider/ Agency shall be predicated on submission of properly completed documents submitted every 2 (two) weeks. Documents must be submitted every 2 weeks until the student completes training and testing. Documentation must include time sheets along with current assessment of student's ability to complete the program in a timely manner and successfully pass testing. The documents shall be evidence of enrollment, tuition, fees, and appropriate adjustments, discounts, rebates, and refunds consistent with the policies of Training Provider governing tuition, books, and fees. Instructors are required to sign the time and attendance record and submit with invoicing. This is required for verifying that the participant was in the class as stipulated.
 - A. First invoice for 50% of total invoice will be processed after first 2 weeks of training is completed and submitted documentation has been verified.
 - B. Second invoice for remaining 50% will be processed once training has been completed and documentation has been verified.
5. It is the responsibility of both Agency and Training Provider to assure and protect the integrity of WIOA Federal Funds. Consequences of continued failure to sign the time and attendance record could affect WIOA funding.
6. **DUPLICATION OF SERVICES:** WIOA will assure that Pell/ Supplemental Educational Opportunity Grant ("SEOG") and/or other Federal, State, or local grants available to the student will BE USED FIRST for the payment of training and will NOT be used for the same expenses. Training Provider and Agency shall fully disclose to any WIOA participant the total financial obligations of the training, the investment being made by WIOA, Grants, Work Study, the G.I. Bill, and any and all other contributions to the education of the participant. The Individual Training Account ("ITA"), developed and supported by Agency for a WIOA participant may include student loans; however, there must be documentation that the WIOA participant is informed in writing that WIOA funds will not be available to repay the loans. The participant must further be informed that the decision to secure a student loan is an independent act of the participant and not a part of the authorized WIOA commitment.
7. **NOTIFICATION TO TRAINING PROVIDER DEPARTMENTS:** Training Providers involved in implementation of this agreement are informed of all terms and conditions, including, but not limited to, the Financial Aid Office, Classroom Instructors, Training Provider Book Store(s), and Training Provider's Business Office or Controller.
8. **LIMITATIONS:** Agency shall not be liable for the costs incurred for individuals not certified as WIOA-eligible prior to enrollment and participation in Training Provider. All refunds, rebates, discounts, and expenses paid by Agency are due and payable upon discovery.

9. **ALLOWABLE COST:** Funds available under this agreement shall be used exclusively for tuition, books, supplies and/or fees as approved by Agency in accordance with Training Provider's published fees (as listed in the State's HiRE program). Funds for any certified individual served under this agreement shall not exceed the amounts on the ITA unless modified by Agency.
10. **ACCESS TO RECORDS:** It is further agreed that Agency will have access to all information Training Provider compiles concerning a WIOA participant, and that copies of this information will be tendered to Agency and other authorized Federal and State officials upon request *provided Training Provider has a signed release from the Participant*. Pursuant to the source of funds from the WIOA, State and Federal regulations require that access be granted to the U.S. Controller General, Secretary of Labor and/or their designated agents. WIOA participants will be responsible for providing copies of all grades to the American Job Center. If necessary, a request may be made to Training Provider for copies of grades on a case-by-case basis.
11. **HOLD HARMLESS:** Training Provider agree to save and hold harmless Agency, the Calcasieu Police Jury, the State of Louisiana, all State Departments Agencies, Boards, and Commissions, their officers, agents, servants, and employees, including volunteers, from all losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney's fees brought or recovered against Training Provider which may arise as a result of the acts of any of its personnel in the performance of its obligations under this Agreement. Agency agree to save and hold harmless Training Provider, the University of Louisiana System, the State of Louisiana, their officers, agents, servants, students, and employees, including volunteers, from all losses, liabilities, claims, judgments, demands, legal proceedings, recoveries, costs, expenses, and attorney's fees brought or recovered against Agency which may arise as a result of the acts of any of its personnel in the performance of its obligations under this Agreement.
12. **COMPLETE AGREEMENT:** This Agreement as set forth herein, including any subsequent modifications hereto, and along with the attachments herein set forth as attached and made a part of the Agreement, constitutes the whole of the Agreement and the final expression of the intention of the parties thereto, and any other verbal or oral expression is not a part of the Agreement and is without effect herein.

VII. STATEMENT OF WORK

A description of the course for which each participant is enrolled is listed in the HiRE section of the laworks.net website. The curricula listed on the website will serve as the Statement of Work. A copy of the coursework may be printed from HiRE and used by WIOA.

The Workforce Development Board ("WDB") has determined this WDB-Approved Curriculum and Duration of Training and maximum allowable fees as follows:

1. **Approved Curriculum:** All WDB-approved curriculum for this Training Provider are clearly marked on HiRE at the laworks.net website and are considered part of this Agreement.

Demand Occupation: All curricula are approved which leads to employment in Demand Occupations. Occupations associated with the curricula are listed in the Curricula Summary Sheet and are identified as "bright outlook." Demand for occupations not listed as "bright outlook" may be determined by the Case Manager and the Waiver Review Committee when the occupation is in "local" demand as determined by the LWC definition of "demand" or on a case-by-case basis depending upon the needs of the participant requesting the training.

This section is subject to revision based on the new Demand policy being drafted by the LWC.

NOTE: Any additional curriculum provided by Training Provider that is on the Eligible Training Provider List that is approved by the WDB following the issuance of this training Agreement will be considered included in this Agreement.

Any curriculum that has been rejected due to failure of Training Provider to meet the Completion Rate, Placement Rate, or the Wage Rate is subject to Appeal by Training Provider. No WIOA participants may be enrolled into any curriculum that has been rejected until a successful Appeal occurs, or until the School Records indicate that all three (3) performance standards (Completion Rate, Placement Rate, and Wage Rate) have been successfully met. Currently, Under WIOA, these rates may change. When the LWC provides updated information, this new data is considered part of this contract. At this time, Completion Rate is thirty (30%) percent, Placement Rate is fifty (50%) percent and the Wage Rate is Eight Dollars (\$8.00) per hour (unless the WDB approves a lower wage based on justification submitted in writing).

Participants who are currently enrolled into a curriculum that subsequently falls off the approved status are permitted to continue training in that curriculum.

2. **Duration of Training:** Training will be funded for a period up to four (4) years, which is equivalent to eight (8) academic semesters. In the event that the duration of training extends beyond eight (8) academic semesters, a participant may make a written request to the Case Manager requesting a waiver to attend training that extends beyond eight (8) academic semesters. That request is presented to the Waiver Review Committee, which is comprised of a WDB Member, a Program Staff member and the WDB Fiscal Director. This committee will review the waiver request and make a determination to approve or reject the request. The participant has the right to appeal a non-successful request by written notice to the WDB Director within five (5) business days of the notification of the determination not to allow the request. The final determination will be presented to the WDB Executive Committee for review. The participant may be asked to appear before the Executive Committee to answer questions.
3. **Maximum Training Funds:** Eligible WIOA Adult, Dislocated Worker and Youth participants may receive up to Six Thousand Dollars (\$6,000.00) per semester. This Six Thousand Dollars (\$6,000.00) may be utilized for either/or training and supportive services.
4. **Waiver:** If the training (not supportive service costs) costs exceed Six Thousand Dollars (\$6,000.00) per semester, the participant may make a written request to the Case Manager. That request is presented to the Waiver Review Committee, which is comprised of a WDB Member, a Program Staff member and the WDB Fiscal Director. This Committee will review the waiver request and make a determination to approve or reject the request. The outcome will be written on the face of the letter of request and filed in the participant's folder. The participant has the right to appeal a non-successful request by written notice to the WDB Director within five (5) business days of the notification of the determination not to allow the request. The final determination will be presented to the WDB Executive Committee for review. The participant may be asked to appear before the Executive Committee to answer questions.

ENROLLMENT: The participant(s) may enroll into training at your Training Provider as follows:

1. Under WIOA, there are no longer any required services prior to enrolling into occupational skills training.

The participant must complete the WIOA Registration, Application, Assessment, and Individualized Career Planning.

2. The WIOA Applicant should bring in the fee schedule from Training Provider. The Fee schedule or other applicable documentation will list other funding sources awarded to the student. After other available funding,

such as Pell Grants, are utilized, if there is a balance, then WIOA may pick up the balance (based on availability of funds).

CLASS SIZE RATIO: The proportion of Workforce Innovation and Opportunity Act (WIOA) students in each class shall not exceed 50% of the total participants. To ensure compliance, class ratio confirmation will be documented and listed on attendance records for each student.

TIME & ATTENDANCE: Training Provider should maintain accurate time and attendance records on the participant. Time and attendance shall be reported to the Case Manager by the participant. Time and attendance records are required to be maintained on participants.

INSTRUCTOR'S SIGNATURE: Instructors are required to sign the statement on time and attendance for the participant. Failure to do so may affect the receipt of payment of funds due to the school.

SATISFACTORY PROGRESS: The Student Grade Report will be utilized to keep the Case Manager apprised of the status of the participant(s) by submission of the grade report.

COMPLETION OF TRAINING: The American Job Center, will request documentation of training completion from Training Provider. A copy of the documentation should be forwarded to the Case Manager for placement in the participant's folder.

VIII. PAYMENT SCHEDULE

Only Original Signed Funds Requests Forms are to be submitted.

Payments will be made to Training Provider only in accordance with the following schedule, and subject to satisfactorily meeting the provisions as presented below:

1. Tuition payments may be requested at the beginning of the semester/training cycle. Agency and Training Provider will adhere to the Refund policy as stated in Training Provider's Catalog, etc. All providers of training are required to establish and submit a written/published refund policy.
2. No advance payments will be made under this Agreement.
3. Universities/Training Providers with unsatisfactory invoicing will not be reimbursed until corrections are made or discrepancies are resolved.
4. Invoices received after written notification of final agreement closeout date shall not be honored, and the WDB shall not be obligated to make any further payments to Training Provider for performance rendered pursuant to this Agreement.
5. The tuition amount per participant is outlined on the ITA Scholarship.
6. Any documentation item required to back up payments that is not included with the invoice or any claims made for expenses not approved by the WIOA staff, will be automatically deducted from the invoice total until such time as the document or justification for costs is presented in satisfactory order. In addition, any previously discovered overpayments will be automatically deducted from the next invoice to recoup required funds.
7. The Parish Accounts Payable cycle is on a bi-weekly basis. Invoices will be submitted for payment at the earliest possible time after they have been reviewed by WIOA staff.

NOTE: Untimely and inconsistent submission of invoices may affect future payment of expenditures.

8. Payments will be based upon an established tuition rate per participant, for actual daily attendance in an in-demand curriculum provided by Training Provider & approved by the WDB. Therefore,

the following sample invoicing procedure will be adhered to, with the balance of tuition being paid by the WIOA, as offset by the individual participant's amount to be received from Pell Grants, if applicable.

Example:

Tuition.....\$ 1500.00

Student's Pell Grant... - \$ 800.00

\$ 700.00 -- Balance may be paid by the WIOA *if funds are available*.

If there is a balance, WIOA may then pick up the balance. The WIOA Case Manager/Counselor will provide the WIOA Payment Authorization Form to the appropriate staff at Training Provider to establish the payment process. The payment authorization form will reflect the amount that WIOA may pay. A copy of the Payment Authorization Form and supporting backup documentation will be provided to the Accounting Support Technician at the American Job Center to cross reference once the invoice is received from Training Provider. GI Bill funds are not required to be used first.

IX. GENERAL SPECIFICATIONS

The Louisiana Workforce Development Area 51 WDB (WDB) has approved effective programs to:

- (1) Increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.
- (2) To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.
- (3) To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.
- (4) To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, job seekers, and employers.
- (5) To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.
- (6) For purposes of Section I.A. and Section I.B. herein, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation. (See WIOA Section 2, 1-6 for eligible adults and/or dislocated workers in our area (i.e., Allen, Beauregard, Calcasieu, Cameron, Jeff Davis, and Vernon Parishes).)

The following specifications apply to all programs proposed for WIOA funding.

1. **ACCESS TO RECORDS:** Local, State and Federal WIOA staff must have access to records of program operations and agencies in order to be knowledgeable about WIOA activities performed

at that Training Provider. Records included are books, documents, papers, and other records (including computer records) directly pertinent to the Agreement.

2. **ALLOWABLE ACTIVITIES:** Training Provider will propose and conduct only allowable WIOA activities as outlined in Public Law 113-128.
3. **ATTENDANCE RECORDS:** The student and/or Training Provider shall maintain daily attendance records, and furnish such records, upon request. Instructors are required to sign students time and attendance forms bi-weekly. Failure to do so may affect the receipt of payment of funds due to Training Provider.
4. **AUDIT:** Training Provider may be included in the WIOA comprehensive audit and program review requirements. Any identified disallowed costs and subsequent required repayment shall be the responsibility of Training Provider.
5. **AVAILABILITY OF FUNDS:** Awarding of any agreements is subject to availability and receipt of WIOA funds by the Local Workforce Development Area and is only available through June 30 of each program year.
6. **DISALLOWED COSTS:** Training Provider agrees to be responsible for the repayment of costs not in accordance with WIOA or 2 CFR 200.31.
7. **DISPUTED CLAIMS:** In the event that a cost in the Agreement is determined to be disallowed and Training Provider disagrees, Training Provider may request an appeal review of the decision. A written request to the WDB Director must be made within thirty (30) days of the date on which the decision to disallow the cost was communicated by the WDB Director to Training Provider.
8. **ELIGIBLE PARTICIPANTS:** WIOA funding may be utilized only for WIOA-eligible participants. Final determination and verification of eligibility is the responsibility of the Case Manager, and participants will not be considered as enrolled into WIOA until approved by the American Job Center staff member.

Adults and Dislocated Workers: Must be 18 years old or older. [Sec. 3 WIOA Definitions #2]
Dislocated Worker: [Sect.3 WIOA #15 & 16] must meet the WIOA definition of dislocated worker

(A)

(i) individual who has been terminated or laid off or who has received notice of termination or layoff, from employment;

(ii)(I) is eligible for or has exhausted entitlement to unemployment compensation; or

(II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 121 (e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and

(iii) is unlikely to return to a previous industry or occupation.

(B)

(i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;

(ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or

(iii) for purposes of eligibility to receive services other than training services described in section 134 (c)(3), career services described in section 134 (c)(2)(A)(xii), or supportive services, is

employed at a facility at which the employer has made a general announcement that such facility will close;

(C) was self-employed (including employment as a farmer, rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters;

(D) is a displaced homemaker; or

(E) (i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101 (d) (1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or

(ii) is the spouse of a member of the Armed Forces on active duty who meets the criteria described in paragraph (16)(B)

16 Displaced Homemaker – the term “displaced homemaker” means an individual who has been providing unpaid services to family members in the home and who

(A)(i) has been dependent on the income of another family member but is no longer supported by that income; or

(ii) is the dependent spouse of a member of the Armed Forces on active duty (as defined in section 101 (d)(1) of title 10, United States Code) and whose family income is significantly reduced because of a deployment (as defined in section 991(b) of title 10, United States Code, or pursuant to paragraph (4) of such section), a call or order to active duty pursuant to a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code, a permanent change of station, or the service-connected (as defined in section 101 (16) of title 38, United States Code) death or disability of the member; and

(B) is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

ELIGIBILITY FOR YOUTH

§681.200 Who is eligible for youth services?

Both in-school youth (ISY) and out of school youth (OSY) are eligible for youth services.

§ 681.210 Who is an “Out-of-school” youth?

An out-of-school youth (OSY) is an individual who is:

- (a) Not attending any school (as defined under State law)
- (b) Not younger than 16 or older than age 24 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 24 once they are enrolled in the program
- (c) One or more of the following:
 - (1) A school dropout: WIOA Sec 3 # 52 defines a school dropout as “an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.”
 - (2) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters.
 - (3) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner.
 - (4) An individual who is subject to the juvenile or adult justice system;
 - (5) A homeless individual (as defined in sec 4144403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under sec. 477 of the Social Security Act (42 U.S.C. 677, or in an out-of-home placement.

- (6) An individual who is pregnant or parenting
- (7) An individual with a disability;
- (8) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (WIOA Secs. 3(46) and 129(a)(1)(B). WIOA Regs at § 681.300 state that “this proposed section allows States and/or local areas to define the “requires additional assistance. It clarifies that if this is not defined at the State level and a local area uses this criterion in their OSY and ISY eligibility, the local area must define this criterion in their local plan.”

§ 681.220 Who is an “in-school youth”

An in-school youth (ISY) is an individual who is:

- (a) Attending school (as defined by State law), including secondary and post-secondary school;
- (b) Not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21 at time of enrollment. Because age eligibility is based on age at enrollment, participants may continue to receive services beyond the age of 21 once they are enrolled in the program.
- (c) A low-income individual is defined at WIOA sec 3 (36) as an individual who
 - (i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to states for temporary assistance for needy families program under part A of the title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq), or State or local income-based public assistance;
 - (ii) is in a family with total family income that does not exceed the higher of
 - (I) the poverty line; OR
 - (II) 70 percent of the lower living standard income level;
 - (iii) is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S. C. 14043e-2(6))), or a homeless child or youth (as defined under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431(2)));
 - (iv) receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S. C. 11751 et seq.);
 - (v) is a foster child on behalf of whom State or local government payments are made; over
 - (vi) is an individual with a disability whose own income meets the income requirement Clause (ii) but who is a member of a family whose income does not meet this requirement.
- (d) One or more of the following:
 - (1) Basic skills deficient defined at Sec 3, #5 as follows. The term “basic skills deficient means, with respect to an individual, (A) who is a youth, that the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or (B) who is a youth or adult, that the individual is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society.”
 - (2) An English language learner as defined in section 203. The No Child Left Behind Act of 2001 provides the definition of an English Language learner as follows: “An individual who is 3-21 years of age; and who is enrolled or preparing to enroll in an elementary or secondary school; and who was not born in the United States or

whose native language is a language other than English; who is a Native American or Alaska Native, or a native resident of the outlying areas; and who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant; and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the individual the ability to meet the State's proficient level of achievement on State assessments described in Section 111 (b)(3), the ability to successfully achieve in classrooms where the language of instruction is English; or the opportunity to participate fully in society. (Public Law 107-110, Title IX, Part A, Sec 9101, (25).

- (3) An offender WIOA Sec 3 (38) defines offender as “an adult or juvenile (A) who is or has been subject to any stage of the criminal justice process, and for whom services under this Act may be beneficial; or (B) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.”
- (4) a Homeless Individual (as defined in Sec. 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), a homeless child or youth (as defined in sec. 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under Sec 4776 of the Social Security Act (42 W.S.C. 677, or in an out-of-home placement;
- (5) An individual who is pregnant or parenting;
- (6) An individual with a disability is defined as “an individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102)”. An individual with a disability is a person who has a physical or mental impairment that substantially limits a "major life activity," or has a record of such an impairment, or is regarded as having such an impairment. Examples of physical or mental impairments include, but are not limited to, such contagious and non-contagious diseases and conditions as orthopedic, visual, speech, and hearing impairments; cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, specific learning disabilities, HIV disease (whether symptomatic or asymptomatic), tuberculosis, drug addiction, and alcoholism.
- (7) An individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. (WIOA Secs 3(27) and 129(a)(1)(C))

9. **EQUAL OPPORTUNITY:** All equal opportunity requirements of the WIOA must be adhered to by Training Provider. The Equal Opportunity Officer is Ms. Jazelle Jones.
10. **FAILURE TO PROVIDE TRAINING:** Failure to provide WIOA participants with the services outlined in this Agreement at any time during the agreement period may result in termination of the agreement, repayment of costs charged to WIOA and/or subjection to due process.
11. **FEES:** Costs of training supplies or any fees associated with eligibility, licensing, and certification, etc. should be referred to the Human Services Technician (Case Manager) for consideration for payment.
12. **FULL DISCLOSURE:** WIOA reserves the right to review records at all times prior to, during, or after final agreement negotiation and a signed agreement is in force. Information critical to the

proper functioning of WIOA in its service to participants, service providers, and employers, must be accurately divulged in order to maintain program integrity. Full disclosure includes both the providing of false information or the withholding of information pertinent to the negotiation and operation of the agreement. Failure to report information, reporting of fraudulent information, or falsification of records may justify termination of agreement and/or subjection to due process depending upon the nature of the infraction.

Defective Cost Pricing: If cost data used to establish the funding obligation for the agreement are defective by being either incorrect (errors in addition), inaccurate (errors in amounts), unsubstantiated (no backup documentation provided), or non-current (use of prior years' data), or not real (estimate based upon fake data or inflated due to the inability to accurately forecast), upon discovery, the WDB reserves the right to unilaterally reduce the agreement and subsequent payment amounts.

13. **INDIVIDUAL TRAINING ACCOUNTS:** An individual who seeks training services and who is eligible pursuant to this Agreement may, in consultation with a Human Services Technician (Case Manager), select an eligible provider of training services from the list of providers described herein. Upon such selection, the one-stop operator involved shall, to the extent practicable, refer such individual to the eligible provider of training services, and arrange for payment for such individual to the eligible provider of training services, and arrange for payment for such services through an individual training account.

(A) Coordination. Each local board may, through one-stop centers, coordinate funding for individual training accounts with funding from other Federal, State, local, or private job training programs or sources to assist the individual in obtaining training services.

(B) Additional Information – Priority consideration shall, consistent with clause (I), be given to programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved. (See WIOA Section 134 (F)(iii).

14. **USE OF INDIVIDUAL TRAINING ACCOUNTS:**

(A) In general, except as provided in clause (ii), training services provided under this paragraph shall be provided through the use of individual training accounts in accordance with this paragraph, and shall be provided to eligible individuals through the one-stop delivery system

(B) Training Contracts – Training services authorized under this paragraph may be provided pursuant to a contract for services in lieu of an individual training account if

(i) the requirements of subparagraph (F) are met;

(ii) such services are on-the-job training, customized training, incumbent worker training, or transitional employment;

(iii) the local board determines there are an insufficient number of eligible providers of training services in the local area involved (such as in a rural area) to accomplish the purposes of a system of individual training accounts;

(iv) the local board determines that there is a training services program of demonstrated effectiveness offered in the local area by a community-based organization or another private organization to serve individuals with barriers to employment.

(v) The local board determines that –

(1) it would be most appropriate to award a contract to a(n) Training Provider of higher education or other provider of training services in order to facilitate the training of multiple individuals in in-demand industry sectors or occupations and

(2) such contract does not limit customer choice; or

(3) the contract is a pay-for-performance contract

(C) Linkage to Occupations in Demand – Training services provided under this paragraph shall be directly linked to an in-demand industry sector or occupation in the local area or the planning region, or in another area to which an adult or dislocated worker receiving such services is willing to relocate that a local board may approve training services for occupations determined by the local board to be in sectors of the economy that have a high potential for sustained demand or growth in the local area.

15. **INELIGIBLE PARTICIPANTS:** No WIOA funds may be expended on ineligible participants from the date of actual discovery forward, under any circumstances.

16. **INTERNSHIP:** Any Training Provider providing training which includes unpaid internship, externship, clinicals, or hands-on application of training in an actual workplace, may be subject to approval of the Wage and Hour Division of the U. S. Department of Labor. Contact the US Department of Labor for a list of requirements regarding this type of training through the following address:

U.S. Department of Labor ~ Employment Standards Administration
Federal Building
525 Griffin Street; Suite 700
Dallas, TX 75202-5007

17. **JOB PLACEMENT /ENTERED EMPLOYMENT:** All job placements should be into training-related jobs which are regular, full-time, and permanent (non-seasonal). Exceptions on full-time placements will be determined by the Case Manager, in situations where less than full-time work benefits the participant (i.e., disabled individuals who may not be physically or mentally able to perform full-time duties).

18. **LAWS, RULES, & REGULATIONS:** Training Provider will adhere to all laws, rules, and regulations governing fraud and abuse of WIOA funds.

19. **LICENSE/CERTIFICATION:** If participants are to be trained in an occupational area where certification and/or licensing is required or customary, all arrangements leading to the certification must be made by the participant. **License, testing and certification fees; may be paid on a reimbursement basis only after the participant has taken & successfully passed the test and provided WIOA staff with a copy of License and/or certification document. Participants must provide a copy of either the money order and/or credit card payment, to be reimbursed (the money order “stub” will NOT be accepted).**

20. **NON-DISCRIMINATION (E.O.):**

A. In General –

(i) **FEDERAL FINANCIAL ASSISTANCE** – For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6010 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), sexual orientation (per State of Louisiana Governor’s Office) or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.

(ii) **PROHIBITION OF DISCRIMINATION REGARDING PARTICIPATION, BENEFITS, AND EMPLOYMENT** – No individual shall be excluded from

participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), sexual orientation, national origin, age, military or veteran status, disability, or political affiliation or belief.

- (iii) PROHIBITION ON ASSISTANCE FOR FACILITIES FOR SECTARIAN INSTRUCTION OR RELIGIOUS WORSHIP – Participants shall not be employed under this title to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in the case in which the organization operating the facility is part of a program or activity providing services to participants).
- (iv) PROHIBITION ON DISCRIMINATION ON BASIS OF PARTICIPANT STATUS – No person may discriminate against an individual who is a participant in a program or activity that receives funds under this title, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (v) PROHIBITION ON DISCRIMINATION AGAINST CERTAIN NONCITIZENS – Participation in programs and activities or receiving funds under this title shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

B. NON-DISCRIMINATION ASSURANCE (LWC Instruction 03-01): As a condition to the award of financial assistance from the Department of Labor WIOA – Title I and/or Wagner Peyser funds, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: WIOA, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1978, as amended; and all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37. The United States has the right to seek judicial enforcement of this assurance. This Assurance shall be deemed incorporated by operation of law in the grant, cooperative agreement, contract, or other arrangement whereby Federal assistance is made available, whether or not it is physically incorporated in such document and whether or not there is written agreement between the State of Louisiana, its recipients and/or sub-recipients. This Assurance may also be incorporated by reference in such grants, cooperative agreements, contracts, or other arrangements.

- 21. **NOTIFICATION OF PROGRAM OPERATIONS, MODIFICATIONS, and AMENDMENTS:** Training Provider will keep the WDB staff advised of program operations throughout the Agreement period. Any changes, modifications, or amendments affecting the contents of the Agreement must be in writing.
- 22. **OCCUPATIONAL DEMAND:** WIOA Chapter 3, Section 134 (c)(3) Training Services (A) (i)((11) “Funds allocated to a local area for adults and dislocated workers shall be used to provide training services to adults and dislocated workers respectively who select programs of training services that are directly linked to the employment opportunities in the local area or the planning

region, or in another area to which the adults or dislocated workers are willing to commute or relocate.”

(A) Definition No. 23 of WIOA gives the definition of In-Demand Industry Sector or occupation as (i) an industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or (ii) an occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate.

(B) The determination of whether an industry sector or occupation is in-demand under this Section IX.22.A. shall be made by the State board or local board, as appropriate, using State and regional business and labor market projections, including the use of labor market information.

23. **PARTICIPANT/STAFF CONTACT:** Training Provider shall enable the WIOA/WDB staff to maintain regular, continuing personal contact and communication with participants and Training Provider staff at sites in a manner that minimally disrupts the programs at these sites.
24. **PERFORMANCE STANDARDS:** Agency will work with Training Provider to implement only programs designed to meet current program year Performance Standards and will work toward said goals throughout the Agreement period. (See WIOA Chapter 4, Section 115 outlines performance standards).
25. **PHYSICAL FACILITY:** Training Provider shall utilize facilities which are visually and acoustically appropriate for learning, and which make use of space in a manner that facilitates the ongoing activities of the instructional program. In addition, the training setting, equipment, and instructional aides, must be sufficient to approximate as close as possible a job-related training environment, to ultimately enhance the participant's future employability.
26. **PRIVACY OF INFORMATION:** During the Procurement process, information provided is confidential and access is limited to appropriate parties. Upon approval, such information may be subject to the Freedom of Information Act.
27. **QUALIFICATIONS OF STAFF:** Training Provider must employ only qualified instructors, teachers, and other staff members.
28. **RECORDS RETENTION:** Training Provider shall retain all records for a minimum of three (3) years after receipt of funds under this program or until such time as is required to resolve any audit questioned costs or litigation.
29. **SELF-SUFFICIENCY:** Training Provider must be a “going concern” capable of supporting its own operations. It is the WDB’s policy not to give advance payments.
30. **SUBCONTRACTING/ASSIGNMENT:** All training must be conducted by Training Provider. Actual training will not be subcontracted or assigned to other entities. The provision of internship training is subject to interpretations and approval by the LWC, on a case-by-case basis.
31. **TERMINATION OF AGREEMENT:** This Agreement is subject to termination provisions (for cause or convenience), as determined by WDB Staff and outlined in Section IX.31.A and Section IX.31.B below.

SEVERABILITY: All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any or all of the other terms and provisions of this Agreement which shall continue in full force and effect.

A. **AGREEMENT TERMINATION FOR CAUSE:**

- a. The performance of work under the Agreement may be terminated by Agency or Training Provider in accordance with this clause in whole, or from time to time in part:
- (1) Whenever Agency or Training Provider shall default in performance of this Agreement in accordance with its terms (including in the term "default" any such failure by Training Provider to make progress in the prosecution of the work hereunder as endangers such performance) and shall fail to cure such default within a period of ten (10) days (or such longer period as the WDB Director may allow) after receipt from the Director of a notice specifying the default; or
 - (2) Whenever, for any reason, the WDB Director shall determine that such termination is in the best interest of Agency or Training Provider determines that it is in the best interest of the School.

Any such termination shall be affected by delivery to Training Provider of a Notice of Termination specifying whether termination is for the default of Training Provider or for the convenience of Agency, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. If, after notice of termination of this agreement for default, under (1) above, it is determined, for any reason that Training Provider was not in default pursuant to (a), or that Training Provider's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of Training Provider pursuant to the provisions of the clause of this agreement relating to excusable delays, the Notice of Termination shall be deemed to have been issued under (2) above, and the rights and obligations of the parties hereto shall in such event be governed accordingly.

- b. After receipt of a Notice of Termination from Training Provider or Agency and except as otherwise directed by the WDB Director, Training Provider shall:
- (1) Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
 - (2) Place no further orders for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Agreement that is not terminated.
 - (3) Terminate all orders and to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - (4) Assign to the WDB, in the manner and to the extent specified by the Director, all the rights, titles and interest of Training Provider under the orders or agreements so terminated in which case the WDB shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and Agreements.
 - (5) Take such action as may be necessary for the protection and preservation of the property related to this agreement which is in the possession of Training Provider and in which the WDB has or may acquire an interest.

B. **AGREEMENT TERMINATION FOR CONVENIENCE:**

- a. The performance of work under this Agreement may be terminated, in whole or from time to time in part, by Agency or Training Provider whenever for any reason

the WDB Director shall determine that such termination is in the best interest of Agency or Training Provider. Termination of work hereunder shall be affected by delivery to Training Provider of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date, which such termination becomes effective.

- b. After receipt of the Notice of Termination from Agency or Training Provider, Training Provider shall cancel its outstanding commitments hereunder covering the procurement of materials, supplies, equipment, and miscellaneous items. In addition, Training Provider shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, Training Provider agrees to (1) settle all outstanding liabilities and all claims arising out of such cancellation shall be final for all purposes of this clause, and (2) assign to Agency, in the manner, at the time, and to the extent stated by the WDB Director, all of the rights, titles, and interests of Training Provider under the orders so terminated in which case Agency shall have the right, at its discretion, to settle or pay any or all claims arising out of termination of such orders and agreements.

32. **COURT ACTION:** Training Provider agrees to give the Agency immediate notice in writing of any actions or suits filed and prompt notice of any claims made against the Agency, Training Provider, or any of the parties involved which directly affects the WIOA participation in services provided by the Training Provider.

33. **ORDER OF PRECEDENCE:** In the event there are inconsistencies or conflicts in the Agreement, unless otherwise provided, thereon, the inconsistencies shall be resolved by giving precedence in the following order:

- (a) The WIOA (Public Law 113-128);
- (b) The regulations as approved by the Secretary of the U. S. Department of Labor;
- (c) Applicable State and Local Laws and Regulations;
- (d) Special Clauses;
- (e) WIOA Instructions/Policies or Program Issuances issued to Sub-recipients by the LWC; and
- (f) Calcasieu Parish Police Jury or WDB local decision/policy.

34. **DISCLOSURE OF CONFIDENTIAL INFORMATION:** Training Provider agrees to maintain the confidentiality of any information regarding applicants, project participants, or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information may be divulged only as necessary for purposes related to the performance or evaluation of the Agreement and to persons having responsibilities under the Agreement and including those furnishing services to the project.

35. **LAWS APPLICABLE:** Training Provider will perform its duties in accordance with WIOA, and the regulations, procedures, and standards promulgated thereunder. Training Provider will comply with all applicable Federal, State, and local laws, rules, and regulations which deal with or relate to the employment of persons who perform work or trained under this sub-grant. This in no way relieves Training Provider of its responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

36. **LOBBYING AND SECTARIAN ACTIVITY:** In accordance with the WIOA, no funds may be used for any program which involves lobbying for political activities (29 CFR Part 93). In accordance with WIOA [Sect 188 (a)(3)] and the WIOA Federal Regulations [29 CFR 37.6 (f)(1)], WIOA Title I financial assistance may not be spent on the employment or training of participants in sectarian activities; participants shall not be employed on the construction, operation, or maintenance of any part of any facility as is used or to be used for sectarian instruction or as a place for religious worship. The only exception to this rule is with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants.
37. **PREVENTION OF FRAUD AND ABUSE:** Training Provider specifically agrees to comply with all rules and regulations to ensure the integrity of programs under WIOA. Special efforts will be undertaken to prevent fraud and other program abuses throughout the Agreement period. Information and complaints involving criminal fraud, waste, abuse, or other criminal activity must be reported immediately to the LWC or US Department of Labor (Section §683-620).
38. **FUNDING FOR CONSTRUCTION:** WIOA Title I funds must not be spent on construction or purchase of facilities or building except as noted in Section §683.235.

X. ADDENDUM OF FORMS

Any WIOA forms needed for the operation of this Agreement will be provided through the WIOA Case Manager.