

**Contract Reference:**

WEDnetPA Institution #:25  
WORKS #: \_\_\_\_\_



**Guaranteed Free Training (GFT) Program  
Fiscal Year 2008-2009  
Statement of Eligibility Memorandum of Agreement**

(hereinafter called the “Company”) agrees to the following terms and conditions:

1. The Company is based in Pennsylvania or maintains a significant presence within the Commonwealth.
2. All trainees included in the Guaranteed Free Training (GFT) program are verifiable residents of Pennsylvania, and are employed in Pennsylvania.
3. The employees receiving training under the GFT program are permanently employed full-time, eligible to receive full-time benefits, paid at least 150% of the current federal minimum wage at the start of training, and meet all other eligibility requirements.
4. The Company is limited to participation in the GFT program and the Customized Job Training (CJT) program to two consecutive years and three out of the past five years. This restriction includes Governor’s Action Team (GAT) contracts.
5. The Company agrees to provide the participating employee’s valid social security number, job title and hire date to determine program eligibility.
6. Training activities must be started within 5 months of the contract award date or the end of the fiscal year (whichever comes first) and be completed by June 30<sup>th</sup> or the awarded funds may be forfeited. Acceptable documentation indicating the start of training must be provided upon request.
7. Any employee receiving training cannot exceed the maximum established reimbursement for any GFT contract. WEDnetPA will only reimburse up to \$450/trainee for eligible Basic Skills training and up to \$850/trainee for eligible Information Technology training. Costs incurred above these amounts are the responsibility of the Company.
8. WEDnetPA will only reimburse **reasonable** and/or customary rates for training, up to \$450 for Basic Skills training and up to \$850 for the Information Technology training. Costs determined by the statewide office to be unreasonable may not be reimbursed and will be the responsibility of the Company.
9. Any changes from the original training plan must be submitted in writing and approved by the WEDnetPA Institution that is administering the contract. Training submitted that does not appear on the company’s current training plan on file with the WEDnetPA partner may not be approved for reimbursement.

10. The Company will be responsible for confirming employee training eligibility and will be responsible for the cost of any training that is determined to be ineligible.
11. A Third Party Subcontractor Memorandum of Agreement (GFT-004) must be signed and submitted to the WEDnetPA Partner Institution in cases where the third party training vendor is being directly reimbursed for training by the WEDnetPA partner. The Company will be responsible for paying the difference in the cost of the training directly to the training vendor if the cost of the training exceeds the established reimbursement limits.
12. The Company will be responsible to pay a training vendor directly for the cost of online library training for each employee that does not complete a minimum of three online courses by the end of the GFT contract. Training costs are typically incurred when an employee receives a login and password from the training vendor.
13. The person who signs any GFT related documents as the Company official must have signing authority on behalf of the company. This includes, but is not limited to GFT verification reports, memorandum of agreements, etc.
14. A Company is defined by their Federal Employer Identification Number (FEIN). Company caps and funding history will be determined by the company's FEIN, not by location or operating functions.
15. The Company understands that it may select the training provider(s) of its choice.
16. The Company must submit invoicing documentation to their WEDnetPA partner within 45 calendar days of completion of each training event or by the applicable WEDnetPA partner's designated year-end invoicing deadline, whichever comes first.
17. The last day that the statewide office will accept invoices for payment from a WEDnetPA partner will be July 31, 2009, however each WEDnetPA partner may establish an earlier deadline with companies in order to meet this statewide office deadline.
18. GFT funds cannot be used to reimburse for training costs that have already been paid by another state and/or federal funding source.

**The following applies to Basic Skills Training:**

19. Company orientation, on-the-job (OJT) training or product specific sales training are ineligible for BST reimbursement.
20. The Company meets the requirement of a manufacturer or technology based business to include Biotech and Environmental-Tech companies, and is **not** a point-of-sale retail business, gaming establishment, employment agency, government agency, government owned facility, education, or training vendor.
21. The training being provided meets the requirement of basic or entry-level skills for that position.
22. The employees participating in the training are front-line employees or first level supervisors.
23. The employees trained do not have decision making responsibilities (may include, but not limited to budgetary, policy making, etc.).

24. The employees trained do not supervise other supervisors.
25. The reimbursement for the training from the GFT funds will not exceed \$450 per eligible trainee per fiscal year and a total of \$75,000 for the Company per fiscal year.

**The following applies to Information Technology Training:**

26. Introductory IT, introductory applied manufacturing technology, sales training, any spreadsheet, word processing, presentation/graphic software training or basic/introductory database management training are ineligible for IT reimbursement.
27. The Company is **not** a point-of-sale retail business, gaming establishment, employment agency, government agency, government owned facility, education, or training vendor.
28. The training being provided uses technology to improve the skill level of eligible trainees.
29. The employees participating can be reimbursed with IT funds, regardless of job title, type of company or company size, as long as there is a clear connection between the training and the employee's job responsibilities.
30. The reimbursement for the training from the GFT funds will not exceed \$850 per eligible trainee per fiscal year and a total of \$50,000 for the Company per fiscal year.

**The Company may conduct in-house training and/or serve as its own subcontractor for the training. In order to receive reimbursement for training, the Company agrees to the following:**

31. The reimbursement cost(s) for eligible in-house training must be calculated using the in-house spreadsheet, regardless of the number of employees trained and/or cost of training. A copy of the completed in-house spreadsheet for all in-house training will be provided to and maintained by the WEDnetPA partner.
32. The Company will meet all reporting and invoicing requirements as set forth in the GFT Eligibility and Application Guidelines, and any additional documentation required by the subcontracting WEDnetPA institution.
33. All in-house instructors or subcontractors are properly qualified through education or experience to provide the proposed training.
34. The Company will furnish all necessary materials and supplies for training and will request reimbursement only for eligible material and supply expenses as defined by the GFT program guidelines.
35. The Company agrees to maintain records of trainee attendance.
36. The Company agrees to participate in surveys. This program is funded with public tax dollars and WEDnetPA undertakes a number of initiatives to determine the quality and impact of services provided. Candid feedback is critical to the long-term success of this program.
37. To ensure the program will be available to others, the Company may be asked to write your state legislators to let them know about your experience with the GFT program. GFT funds are provided through the Pennsylvania Department of Community & Economic Development with the support from our state legislators.

38. The Company shall make available for inspection and copying any information (to include but not limited to trainee names and addresses) relating to the administration of the contract(s) conducted under this agreement for a period not to exceed four (4) years (current fiscal year plus three fiscal years) when requested by the WEDnetPA Institution administering the grant, the WEDnetPA statewide office, the Pennsylvania College of Technology, the Pennsylvania Department of Community and Economic Development, the Office of the State Inspector General, Comptroller, or their designated representatives.
39. The Company confirms that their Federal Employer Identification Number (FEIN) used on their application is \_\_\_\_\_ - \_\_\_\_\_.

\_\_\_\_\_(Company) agrees to be bound by the terms and conditions contained in this document and its attachments. If I knowingly make a false statement to obtain GFT funding from WEDnetPA, I may be subject to criminal prosecution.

Print Name/Title of Company Signature Authority: \_\_\_\_\_  
Name Title

Company Signature Authority: \_\_\_\_\_  
Signature Date

Company Top Executive Signature: \_\_\_\_\_  
Signature Date

WEDnetPA Partner: \_\_\_\_\_  
Signature Date