



**GENERAL PROVISIONS**

1. **DISMISSAL POLICY:** Except for serious violations of Training Site policies, the Training Site will not dismiss the Trainee without contacting the Agency and allowing for counseling and corrective action to occur. In the event of dismissal for serious violations, the Training Site must notify the Agency on the first working day after dismissal.
2. **EEO/AFFIRMATIVE ACTION:** No person shall be denied training or suffer discrimination under this Agreement because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, marital status, sexual orientation, or solely because of his/her status as a Trainee under this Agreement.
3. **DELEGATION/SUBCONTRACTING:** The Subcontractor shall not subcontract or assign training duties under this Agreement.
4. **DISPUTES:** All disputes shall be resolved informally between the Trainee, the Training Site and the Agency. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the Training Site to resolve disputes with Trainees. If the Training Site has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in, and be bound by determinations, resulting through the administrative process of the South Central Workforce Council, in lieu of litigation.
5. **CONTINGENCY OF FUNDING:** This Agreement may remain in force provided funding is available. The loss or disruption of funding shall be cause for termination of this Agreement.
6. **MONITORING AND AUDIT:** The Training Site agrees that the Agency and/or the South Central Workforce Council, authorized local, State or Federal representatives have the right to monitor, audit, and review the progress of training and any documents and records pertaining to training for compliance with the terms of this Agreement.
7. **HOLD HARMLESS:** Each party shall take the responsibility for the actions of its own employees or agents when negligence occurs in the performance of this Agreement.
8. **WIA TRAINING:** Where Classroom Training Agreements are funded by the Workforce Investment Act (WIA), the training institution agrees that all activity pursuant to this Agreement shall be in compliance with the Act (WIA) and all applicable regulations. The Classroom Training Site shall provide adequate supervision to the participant and shall designate a supervisor and alternate supervisor.
9. **CERTIFICATION STATEMENT:** This is to certify that this institution will provide the training described in the detailed course outline, at the above costs, which are true and accurate, and together with the student has determined that the training is appropriate for the employment goals of the participant and that successful completion of the course work will provide the participant with entry level proficiency in the subject area.
10. **INDEMNIFICATION:** In the case of negligence of the contractor and/or the contracting party, any damages allowed shall be levied in proportion to the negligence attributable to each party. Any modifications to this Agreement proposed by the institution must be presented in writing and approved by the contractor prior to implementation.

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**CONTRACT AUTHORITY**

Program Year: \_\_\_\_\_ School Terms: SU \_\_\_\_\_ F \_\_\_\_\_ W \_\_\_\_\_ SP \_\_\_\_\_

Educational Institution Rep.	Title	Date
Referral Agency Rep.	Title	Date
Approved By	Title	Date