



# ELIGIBLE TRAINING PROVIDER AGREEMENT

JSND / WORKFORCE PROGRAMS  
SFN 52439 (R. 10-2017)

ADMINISTRATOR			TRAINING INSTITUTION		
Job Service North Dakota			Name <i>Lakota College at Bottineau</i>		
1000 East Divide Avenue / PO Box 5507			Address / PO Box <i>105 Simrall Blvd.</i>		
Bismarck	ND	58506-5507	City <i>Bottineau</i>	State <i>ND</i>	ZIP Code <i>58316</i>
701-328-2863			Telephone <i>701-228-5480</i>		
Susan Gunsch			Contact Name <i>Jerry Migler</i>		
Workforce Development Director			Title <i>Campus Dean</i>		
Signature: <i>Susan Gunsch</i>		Date <i>11-27-17</i>	Signature: <i>Jerry Migler</i>		Date <i>11/27/17</i>
<p>This Agreement is entered into between JSND and Training Institution identified above Training Provider. Training Provider agrees to provide services in accordance with this Agreement. This Agreement consists of the following specific provisions:</p> <ol style="list-style-type: none"> <li>1. This signed Agreement shall begin upon receipt by Job Service North Dakota (JSND) and remain valid until such time as either party deems it necessary to discontinue and/or modify said Agreement. All modifications to this Agreement shall be made in writing. Either party may terminate this Agreement with a 30 day written notice.</li> <li>2. Training Provider shall provide classroom-training instruction that will assist Workforce Innovation and Opportunity Act (WIOA)-funded individuals to earn a credential.</li> <li>3. Training Provider shall receive classroom funding only in the course of study approved by JSND. Approved funding levels shall be provided to the institution by means of a WIOA Training Authorization. JSND will pay tuition, books and fees as stipulated in the WIOA Training Authorization. Payment shall be consistent with applicable tuition policies.</li> <li>4. Unsatisfactory participation or progress on the part of the student may result in discontinuation of funding. Training Provider will be notified in writing of the decision, the effective date, and the reason funding was discontinued.</li> <li>5. Training Provider agrees to abide by all applicable federal, state, and local laws governing its organization and its programs during the life of this Agreement which shall include, but not be limited to all levels of policy and regulation emanating from WIOA; Public Law 113-1128 as amended or revised. Failure to comply may result in removal from the Eligible Training Provider (ETP) list.</li> <li>6. As a condition of the award of financial assistance under Title I of WIOA, Training Provider assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws: Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title I financially assisted program or activity. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. Training Provider also assures that it will comply with 29 CFR, part 37, and all other regulations implementing the laws listed above. This assurance applies to Training Provider's operation of the WIOA Title I financially assisted program or activity. Training Provider understands the United States has the right to seek judicial enforcement of this assurance.</li> </ol>					

7. Training providers will submit billing statements to JSND. Individual Training Account (ITA) funds may be used when a Training Provider includes training kits as part of the total training costs. If the participant drops classes which results in a reduction of tuition or fees paid, the refunded monies will repay JSND before any refund is made to the student or other financial aid awards.
8. Training Provider assures that Federal Pell Grant Program/Federal Supplemental Education Opportunity Grant (FSEOG) and/or other federal, state, and local grants available to the student, and WIOA funds will not be used for the same expenses. Training Provider further agrees that any WIOA payments found to have been duplicated from other sources will be disallowed costs. Training Provider will be responsible for repayment of disallowed costs to JSND. Training Provider and JSND shall fully disclose to any participant total financial obligations of the training and the investments being made by employment training programs administered by JSND, grants, work study, and any and all other contributions to the education of the participant.
9. Training Provider will submit the necessary data to JSND and/or State Longitudinal Data System (SLDS) and Wage Record Interchange System 2 (WRIS 2) to generate required performance reporting in accordance with WIOA section 116 (2(A)) and the Workforce Development Policy 2-06-01 Eligible Training Providers (ETP). This data will only be used ETPL purposes as required by US Department of Labor.
10. JSND and Training Provider each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this Agreement.
11. This Agreement, including any sub-agreements or modifications made a part of this Agreement, constitute the entire Agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.