

Date Rec'd _____

Approved (Date/Counselor): _____

IRR WAGE SUBSIDY PROGRAM

Revised 7/1/10

SECTION 1 Company Information

Company Name:				
Local Mailing Address:				
City:		Zip Code:		County:
Is this the company's headquarters? <input type="checkbox"/> YES <input type="checkbox"/> NO, Headquarters location:				
Company Contact Person:			Title:	
Phone:		Ext.:		Fax:
*Email Address:			Website Address:	
<i>*You will be notified of your application's approval or denial via email</i>				
Date of Inception:		Years in Business:		Total # Full-time Employees at this location:
Legal Structure of Business:		<input type="checkbox"/> Sole Proprietor		<input type="checkbox"/> Partnership
		<input type="checkbox"/> Non-profit		<input type="checkbox"/> Corporation
		<input type="checkbox"/> Leased		<input type="checkbox"/> Other (please indicate)
Employer's Federal ID #:			Unemployment Comp ID #:	
Minnesota Tax ID #:				
Is your company current on all State of Minnesota tax obligations?				<input type="checkbox"/> YES <input type="checkbox"/> NO
Has there been a layoff/reduction in hours at this site within the last 12 months?				<input type="checkbox"/> YES <input type="checkbox"/> NO
If yes:	<input type="checkbox"/> Temporary Layoff - Number affected:		<input type="checkbox"/> Permanent Layoff - Number affected:	
	Date(s):		Date(s):	
	Have they all been called back? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Description of your business, product(s) and/or service(s):				
This position <input type="checkbox"/> is <input type="checkbox"/> is not covered by a collective bargaining agreement.				
Name of Union Organization:				
Union Organization <input type="checkbox"/> concurs <input type="checkbox"/> does not concur with the activities proposed in this agreement.				
Employee Benefits (check all that apply: <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vacation <input type="checkbox"/> Sick Time <input type="checkbox"/> Pension				
<input type="checkbox"/> Uniforms <input type="checkbox"/> Disability Ins. <input type="checkbox"/> Other: _____				
Worker's Compensation insurance or equivalent disability coverage?				<input type="checkbox"/> YES <input type="checkbox"/> NO
Have you identified your hires? <input type="checkbox"/> Yes <input type="checkbox"/> No				Would you like recruitment assistance? <input type="checkbox"/> Yes <input type="checkbox"/> No
**Total Amount of Grant Request:			Number of FT Employees to be Hired:	
<i>In order to submit application, you must list full time employees you intend to hire. Please note that all start dates must occur after acceptance into the program.</i>				
Name:	Start Date:	Wage:	Job Title:	Hrs/Wk:
Name:	Start Date:	Wage:	Job Title:	Hrs/Wk:
Name:	Start Date:	Wage:	Job Title:	Hrs/Wk:
Name:	Start Date:	Wage:	Job Title:	Hrs/Wk:
Name:	Start Date:	Wage:	Job Title:	Hrs/Wk:

**** Wage reimbursement is limited to 50% of the hourly wage up to \$5.00 per hour for up to 52 weeks or \$10,000, whichever occurs first. Up to 5 employees may be hired with maximum reimbursement not to exceed \$50,000.**

SECTION 2 Anticipated Outcomes of Hire(s)

Please check the boxes that apply to the anticipated outcomes of new hires.

<input type="checkbox"/> Will create _____ new jobs within our company	<input type="checkbox"/> Would help prevent company from relocating operations
<input type="checkbox"/> Will lower employee turnover in our company	<input type="checkbox"/> Critical to the long-term viability of our company
<input type="checkbox"/> Critical to the short-term viability of our company	<input type="checkbox"/> Will make this location more competitive within company
<input type="checkbox"/> Will increase the profitability of our company	
<input type="checkbox"/> Will be an important component of our company's overall workforce development efforts	
<input type="checkbox"/> Will assist in the improvement of international trade opportunities	

SECTION 3 Certification by Authorized Company Representative

NOTE: The individual signing the application below must have authority to enter into contracts on behalf of the applying company.

As an authorized representative of the company listed above, I hereby certify that the information provided within and attached to this application is true and accurate. I am aware that any false information or intended omissions may subject me to civil or criminal penalties for filing of false public records and/or forfeiture of any reimbursement or payment approved through this program.

<i>Signature:</i>	<i>Title:</i>
<i>Email:</i>	
<i>Print Name:</i>	<i>Date:</i>

APPLICATION PREPARED BY: (if different than authorized company representative above)

<i>Name:</i>	<i>Title:</i>	<i>Company:</i>
<i>Email:</i>		
<i>Address:</i>		<i>Phone:</i>

PLEASE ALLOW 5 - 10 BUSINESS DAYS FOR YOUR APPLICATION TO BE PROCESSED.

EQUAL OPPORTUNITY ASSURANCE STATEMENT – PLEASE SIGN

As a condition of the proposal for this grant, the Applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA Title I B financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Applicant also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands that WFI and the United States has the right to seek judicial enforcement of the assurance.

By signing below, the Applicant certifies and assures that it will fully comply with the applicable assurances outlined above.

Name and Title of Authorized Representative

Date

EMPLOYER ASSURANCES & CERTIFICATIONS

The Employer assures that:

1. The contract will not result in the displacement of employed workers or impair existing contracts for services of collective bargaining agreements or result in the substitution of Federal funds in connection with work that would otherwise be performed.
2. Should this position be covered under a collective bargaining agreement, the written concurrence of the bargaining agent has been obtained.
3. No person shall be employed under this contract to replace a job or remain on a job affected by a labor dispute involving a work stoppage.
4. It is not in violation of any state or federal labor laws or on any debarment or suspension list.
5. It will comply with the provisions of the Hatch Act which limits the political activity of employees.
6. The Contract will comply with the Employee Right-To-Know Act of 1983 by assuring that employees are informed of and trained for any hazardous substances, harmful physical agents or infectious agents they may be exposed to, the health hazards of exposure and the right to refuse to work under imminent danger conditions.
7. The rate of pay shall be in accordance with the Equal Pay Act of 1963 and shall not be less than the applicable state or federal minimum wage law. The rate of pay shall also be at the prevailing wage rate for similar workers in similar positions employed by the same employer, or the wage rate required by an applicable collection bargaining agreement, or the prevailing wage rate established by the Secretary of Labor in accordance with the Davis-Bacon Act.
8. Financial records will be retained for a period of six (6) years from date of final expenditure report, except in the case of audit questions, records must be retained beyond the above periods until the audit question is resolved.
9. The books, financial and training records, documents, and accounting procedures and practices of the Employer relevant to this contract shall be subject to examination by the Grantor and the legislative auditor or state auditor, pursuant to Minn. Stat. 168.06, subd.4.
10. It shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, age, marital status, public assistance status, criminal record or place of residence, pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88-352)
11. It shall comply with the provision of Minnesota Statute 13.46 Subd. 10 (d) governing the data privacy of all data collected, received, maintained or disseminated under this agreement.
12. It will comply with all applicable business licensing, taxation, and insurance requirements.
13. It will comply with all applicable state and federal laws, current regulations, policies, procedures and Implementation Instructions issued thereunder.
14. Funds received under this contract will not be used to assist in relocating all or any part of the Employer's establishment.
15. It will comply with the Occupational Safety and Health Act (P.L. 91-596), and the Minnesota Occupational Safety and Health Act of 1973 as amended.
16. It assures and certifies that it will not enter into any other contract or agreement which provides a financial payment for training or wage subsidation for the same person(s) identified on this contract.
17. Provide full time employment and make every effort to employ the person upon successful completion of contract period.

GRANTOR ASSURANCES

The Grantor Agrees to:

1. Provide wage reimbursement for approved positions limited to 50% of the hourly wage up to \$5.00 per hour for up to 52 weeks or \$10,000, whichever occurs first.
2. Reimburse the Employer only for the hours of actual work time completed on any contract that is terminated prior to the agreed upon completion date.
3. Reserve the right to review all records necessary to validate the provisions of employment as stated herein.
4. Provide the Employer with an invoice procedure and assure that reimbursement will be made for work hours accepted and approved by the Grantor within five (5) days of receipt of properly certified invoice from the Employer.
5. Reserve the right to terminate the Contract prior to the agreed upon date if the terms of the contract are not being met. However, the Grantor shall give the Employer seven (7) days written notice, specifying the particulars wherein it is claimed that there has been a violation, and if at the end of such time the Employer has not removed the cause of complaint, or remedied the violation, or if the Grantor determines that the best interests of the employee would be served best by terminating the contract, it will be so terminated. In the event the Grantor shall elect to treat such breach of contract on the part of the Employer as a termination of this contract, the Grantor shall be entitled to maintain an action to recover damages arising out of such breach, as well as to all other legal or equitable remedies to which it may be entitled. The Grantor shall also have the right to terminate this agreement on seven (7) days' notice in the event funds obligated to it from the state or United States Department of Labor are either withdrawn or withheld. The contract may be canceled by either the Grantor or the Employer at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such cancellation Employer will be entitled to payment determined on a pro rata basis for services satisfactorily performed.
6. Reserves the right to modify/terminate this contract if the contract is determined inappropriate or for the convenience of the government if jointly agreed upon by Grantor & Employer in writing.
7. Reimburse the Employer on a negotiated basis but not more frequently than bi-weekly.
8. Assist employers as requested with recruitment and selection of new hires.