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# Incumbent Worker Training

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*Program Information, Application / Pre-Award, and Agreement*  
**2020**

# Incumbent Worker Training

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## Purpose

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The purpose of the Incumbent Worker Training (IWT) is to support training projects that will benefit local business and industry by assisting the skill development of **existing employees**, thereby averting layoff, increasing employee productivity and growth of the company, as well as assisting in keeping Area 7's workforce competitive. The training is expected to lead to the creation of new jobs, retention of jobs, increased wages for better-trained workers, a higher-skilled workforce, and a more profitable business climate.

## Participants

- Trainees need to be employed by the business with which the IWT contract is being written
- Trainees must meet the Fair Labor Standards Act (FLSA) requirements for an employer-employee relationship
- Trainees must have an established employment history with the employer as of the date of the IWT agreement signing
- Trainees do not have to meet the eligibility requirements for career and training services for WIOA Adults or Dislocated Workers
- Trainees must be reported via the Mini Incumbent Worker registration in OWCMS; however, they are not subject to performance measures

## Applicant Requirements

Area 7 businesses or non-profit and trade organizations applying for IWT must:

- Address strategy to avoid a layoff or business closure
- Meet any additional policy guidelines Area 7 sub-grantees may establish
- Be operating in Area 7
- Have full-time employees
- Remain current on all state obligations, as verified at:
  - Federal Exclusion and Debarment Site: <http://www.sam.gov>
  - Ohio Department of Taxation: <http://www.tax.ohio.gov>
  - Business filing Search: <http://sos.state.oh.us>
- Employers are required to pay for a share of the total cost of the project, either cash or in-kind:
  - At least 10 percent of the cost, for employers with 50 or fewer employees
  - At least 25 percent of the cost, for employers with 51 to 100 employees
  - At least 50 percent of the cost, for employers with more than 100 employees
- Demonstrate a commitment to retaining operations and employees in Area 7, and
- Be willing to participate in a full range of services provided by the local One-Stop

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## Allowable Costs

Allowable costs may include only costs directly related to training. Allowable costs may include:

- Curriculum development
- Instructor/trainer salaries
- Textbooks, manuals, training software, materials and non-consumables
- Wages paid to participants, while in trainings, may be considered as a source of matching funds on the employer side of training budget.

## Unallowable Costs

Unallowable costs include but are not limited to:

- Training tools/equipment (must become personal property of trainee upon completion of training)
- Trainee wages (no overtime)
- Foreign travel
- Purchases or lease of capital equipment
- Encouragement or inducement of a business or part of a business to relocate from any location in the United States
- Use of IWT funds to pay for a worker's training wages
- Use of IWT funds to train management employees in management such as Six Sigma and LEAN.

## Expected Outcomes

As a result of the award of IWT funds, applicants will be expected to demonstrate one or more of the following outcomes:

- Layoff aversion
- Business growth/expansion
- Increased productivity
- Increased profits, quality, or efficiency
- Increased wages for employees who complete the training
- Increased retention of existing workforce
- Industry-recognized credential for trainees is highly encouraged



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## IWT Pre-Award & Application

COMPANY NAME			
AUTHORIZED COMPANY REPRESENTATIVE			TITLE
PHONE	EMAIL	FAX	
STREET/MAILING ADDRESS			
CITY	STATE	ZIP	COUNTY
DATE OF INCEPTION OF BUSINESS			
YEARS IN BUSINESS AT PRESENT LOCATION			
TOTAL NUMBER OF CURRENT FULL-TIME EMPLOYEES (UNDER THE FEIN#)			
LEGAL STRUCTURE OF BUSINESS <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION (DESIGNATION _____)			
FEDERAL ID#		UNEMPLOYMENT COMP ID#	
BRIEF COMPANY DESCRIPTION (PLEASE INCLUDE SERVICES AND/OR PRODUCTS)			
IS YOUR COMPANY CURRENT ON ALL: County Tax Obligations: <input type="checkbox"/> yes <input type="checkbox"/> no      State Tax Obligations: <input type="checkbox"/> yes <input type="checkbox"/> no City or Local Tax Obligations: <input type="checkbox"/> yes <input type="checkbox"/> no      Federal Tax Obligations: <input type="checkbox"/> yes <input type="checkbox"/> no			
ESTIMATED TOTAL AMOUNT SPENT ON TRAINING ANNUALLY:			
IS YOUR COMPANY RECEIVING / APPLYING FOR ANY OTHER PUBLIC TRAINING FUND? <input type="checkbox"/> yes <input type="checkbox"/> no IF YES, EXPLAIN:			
HAS YOUR COMPANY HAD AN IWT AGREEMENT IN THE PAST OR WITH A DIFFERENT AGENCY? <input type="checkbox"/> yes <input type="checkbox"/> no IF YES, BRIEFLY DESCRIBE OUTCOME/STATUS:			
IF YOUR COMPANY IS MINORITY OWNED, PLEASE CHECK ALL APPLICABLE <input type="checkbox"/> Women-owned <input type="checkbox"/> African-American owned <input type="checkbox"/> Hispanic/American owned <input type="checkbox"/> Asian-American owned <input type="checkbox"/> Native-American owned <input type="checkbox"/> Other minority owned: (specify):			
DOES YOUR COMPANY USE ONE-STOP SERVICES? <input type="checkbox"/> yes <input type="checkbox"/> no IF YES, CHECK APPLICABLE: <input type="checkbox"/> list job openings <input type="checkbox"/> job fairs <input type="checkbox"/> testing & assessment <input type="checkbox"/> mass hires <input type="checkbox"/> other IF NO, WHY NOT? IF NO, DO YOU AGREE TO LIST ALL FUTURE OPENINGS WITH THE ONE-STOP? <input type="checkbox"/> yes <input type="checkbox"/> no IF NO, WHY NOT?			

DESCRIBE DESIRED TRAINING
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# Incumbent Worker Training

START DATE		END DATE	
TOTAL AMOUNT REQUESTED		NUMBER OF TRAINEES	
TRAINING PROVIDER INFORMATION <i>Training organization:</i> <input type="checkbox"/> public <input type="checkbox"/> private <input type="checkbox"/> employee-trainer <i>Training delivered:</i> <input type="checkbox"/> on-site <input type="checkbox"/> training institution <input type="checkbox"/> remote site <i>If remote site, list location:</i>			
NAME OF TRAINING PROVIDER			
AUTHORIZED TRAINING PROVIDER REPRESENTATIVE			TITLE
PHONE	EMAIL	FAX	
STREET/MAILING ADDRESS			
CITY	STATE	ZIP	COUNTY
TRAINING PROGRAM FOCUS <input type="checkbox"/> <b>layoff aversion (mandatory)</b> <input type="checkbox"/> upgrade employee skills <input type="checkbox"/> increase skills/wages <input type="checkbox"/> portable skills <input type="checkbox"/> retention <input type="checkbox"/> other (specify):			
ANTICIPATED OUTCOMES <input type="checkbox"/> layoff aversion/save jobs within the company (#____) <input type="checkbox"/> enhance viability <input type="checkbox"/> lower turnover <input type="checkbox"/> create new jobs (#____) <input type="checkbox"/> increase trainee wage (____%) <input type="checkbox"/> training veterans <input type="checkbox"/> training minorities <input type="checkbox"/> training disabled workers <input type="checkbox"/> training for welfare-to-work <input type="checkbox"/> prevent relocation <input type="checkbox"/> increase profitability			
BRIEFLY DESCRIBE HOW THE TRAINING WILL ACHIEVE THE ANTICIPATED OUTCOMES AND CONTRIBUTE TO THE PURPOSE OF INCUMBENT WORKER TRAINING, AS DESCRIBED IN THE INFORMATION SECTION OF THIS PACKET:			
HOW DID YOU LEARN ABOUT THE INCUMBENT WORKER TRAINING PROGRAM?			

# Incumbent Worker Training

## IWT Project Budget

Use this template as a guide. You may include other items for consideration as required, such as IWT Trainee Log. Show all formulas used to calculate totals, as indicated.

Note: Training funds cannot be used to reimburse any training costs occurring before the application is approved and no partial reimbursements will be made prior to the completion of the total project.

Reimbursement will only occur after the training, once Area 7 or its sub-grantee receives verification of training completion, paid invoices, and costs associated with the employer contribution.

Budget Category	IWT Assistance	Employer Contribution	Total
<b>Instructor Wages</b> FORMULA:	\$	\$	\$
<b>Tuition</b> (break out costs, including hours) FORMULA:	\$	\$	\$
<b>Curriculum development</b> FORMULA:	\$	\$	\$
<b>Materials/supplies/textbooks</b> (itemize) FORMULA:	\$	\$	\$
<b>Training equipment/tools</b> (itemize) FORMULA:	<i>*not eligible for reimbursement*</i>	\$ <i>*must become property of trainee</i>	\$
<b>Trainee wages</b> FORMULA:	<i>*not eligible for reimbursement*</i>	\$	\$
<b>Travel (domestic only)</b> FORMULA:	\$	\$	
<b>Other costs</b> (itemize) FORMULA:	\$	\$	\$
<b>Other costs</b> (itemize) FORMULA:	\$	\$	\$
<b>TOTALS*</b>	\$	\$	\$

\*Sample formula: 20 trainees x 5 hours x \$100/hr = \$TUITION

# Incumbent Worker Training

## Assurances and Certifications

### SECTION 1: SCOPE OF SERVICES

Area 7 hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform all the necessary services under this contract.

### SECTION 2: TIME OF PERFORMANCE

The length of the contract is dependent upon the complexity of the training to be provided, experience and/or education level of the trainee, local limitations, and the availability of funds.

### SECTION 3: DISBURSEMENT

- A. Area 7 shall reimburse to the CONTRACTOR based upon invoices submitted and receipt of required documentation as outlined in the contract.
- B. Invoices shall be submitted and received at the Area 7 or sub-grantee office no later than ten (10) working days after the invoice ending date. Non-adherence to this schedule may make this contract null and void.
- C. Amount of reimbursement is solely dependent upon the availability of WIOA funding at time of invoice.
- D. Funds may not be redistributed hereunder without approval of the Area 7 and amendment of the contract.
- E. Subject to receipt of funds from the State of Ohio, Area 7 shall make payment under this Contract.

### SECTION 4: TERMINATION

- A. Contract termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract at any time prior to the date of completion.
- B. Termination shall be by one of the following methods:
  - Cause: Area 7 may terminate any contract in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the CONTRACTOR has failed to comply with the conditions of this contract. Area 7 shall promptly notify the CONTRACTOR in writing of the determinations and the reasons for their termination, together with the effective date.
  - Convenience: Area 7 or CONTRACTOR may terminate contracts in whole, or in part, when both parties agree that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. Area 7 shall allow full credit to the CONTRACTOR for the Federal share of the non-cancellable obligations, properly incurred by the CONTRACTOR prior to termination.
- C. In the event of termination of this contract, the CONTRACTOR shall be entitled to compensation for any reimbursed expenses reasonably and necessarily incurred in satisfactory performances of the contract. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to Area 7 for damages sustained by Area 7 by virtue of any breach of the Contract, by the exact amount of damages due Area 7 from the CONTRACTOR, is determined.

### SECTION 5: TERMS AND CONDITIONS

- A. In the event of any modification, termination, or other amendment to the Workforce Development Act, either by the act of Congress or administratively by the President of the United States, Area 7 reserves the right to terminate or otherwise modify this Contract at its option, notwithstanding any other provision of the Contract.
- B. At any time during normal business hours and as often as Area 7, the State of Ohio, USDOL and/or Comptroller General of the United States may deem necessary, there shall be made available to same for examination of all its records with respect to all matters covered by this Contract and will permit same to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Contract.
- C. The CONTRACTOR agrees to hold harmless Area 7 for ineligible costs and insures that Area 7 shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the CONTRACTOR agrees to indemnify and hold

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harmless Area 7 and insure that Area 7 shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the CONTRACTOR shall be responsible.

- D. At the direction of Area 7, the CONTRACTOR shall establish such procedures and reporting requirements as are necessary. The CONTRACTOR shall invoice Area 7 in accordance with Area 7 's current invoice guidelines. It is hereby mutually understood and agreed that the administration and professional implementation of all WIOA programs is the responsibility of Area 7. As such, the implementation personnel of the CONTRACTOR shall perform the required services of this Contract at the direction and instruction of the USDOL, the State of Ohio, and the WIOA Program Administrator of Area 7.
- E. The CONTRACTOR and Area 7 may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon between Area 7 and the CONTRACTOR, shall be incorporated by written amendment to this Contract.
- F. The CONTRACTOR shall not assign any interests in the Contract without prior mutual agreement between the CONTRACTOR and Area 7 and written amendment to this Contract.
- G. All trainees are considered employees of the CONTRACTOR as of the date of hire and that they are entitled to all rights and benefits normally provided to employees of the CONTRACTOR.
- H. Appropriate Worker's Compensation shall be provided to all trainees by the CONTRACTOR.
- I. The CONTRACTOR shall insure appropriate standards for health and safety in work and training situations.
- J. The CONTRACTOR assures that no former employee is on layoff in the same or similar position as the position for which this contract is being written and approved.
- K. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
- L. Trainees shall be provided wages, benefits, and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal or State minimum wage.
- M. No funds may be used to assist in relocating the CONTRACTOR's company or parts thereof from one area to another, especially if said relocation results in a loss of employment at the original location.
- N. The CONTRACTOR assures compliance with all applicable business licensing, taxation, and insurance requirements.
- O. The CONTRACTOR assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this contract.
- P. The CONTRACTOR agrees to adhere to the rules and regulations of the Workforce Development Act, as amended.
- Q. No trainee hired under this Contract shall be subjected to discrimination because of race, color, religion, sex, national origin, age, handicap, political affiliation, or solely because they are participating in WIOA under this Contract.
- R. The CONTRACTOR will comply with all applicable Federal, State and Local laws, rules, and regulations which deal with or are related to the employment of persons who perform work or are trained under this Contract.
- S. Parties agree to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for them, particularly those with whom they have family, business, or other ties.
- T. The CONTRACTOR shall agree to attempt to resolve disputes arising from this contract through administrative processes and negotiations in lieu of litigation. The CONTRACTOR ensures performance during disputes.
- U. The CONTRACTOR accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.



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- V. Both parties to this Contract ensure that no funds under this Contract shall be used for lobbying activities.
- W. The CONTRACTOR certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- X. Both parties to this Contract ensure that their officers, employees and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Contract. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Contract.

## **SECTION 6: COLLECTIVE BARGAINING (IF APPLICABLE)**

- A. The CONTRACTOR shall ensure that no activities, work or training under this Contract are in conflict with the terms and conditions of an existing collective bargaining agreement or contract for services. The CONTRACTOR further ensures that nothing under this Contract shall impair any aspect of an existing collective bargaining agreement, except that no program funded by WIOA which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the CONTRACTOR and the affected labor organization.
- B. No funds received from this Contract shall be used to either promote or oppose unionization.

## **SECTION 7: WORKFORCE DEVELOPMENT ACT OF 1998**

Workforce Development Act of 1998 (WIOA): **Sec. 181 (d) Relocation.** (1) *Prohibition on use of funds to encourage or induce relocation.* No funds provided under this title shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States. (2) *Prohibition on use of funds for customized or skill training and related activities after relocation.* No funds provided under this title for an employment and training activity shall be used for customized or skill training, on- the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

## **SECTION 8: EEO/AFFIRMATIVE ACTION**

As a condition to the award of financial assistance from the Department of Labor under 29CFR37.20 Title I of WIOA, the CONTRACTOR assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following:

Section 138 of the Workforce Development Act of 1988 (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.

The CONTRACTOR also assures that it will comply with 20 CFR part 37 and all other regulations implementing the laws listed above. This issuance applies to the CONTRACTOR's operation of the WIOA Title I financially-assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIOA Title I financially assisted program or activity. The CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

The Area 7 Workforce Development Board has the responsibility to implement the Affirmative Action Plan and to be in compliance with requirements of Federal law.

The Area 7 Workforce Development Board must receive written notification from sub-contractors (as evidenced by your signature on this Pre-Award Survey that they are aware of Area 7 Workforce Development Board's Affirmative Action Program and the service goals they are striving to attain in the furtherance of the overall program.

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**SECTION 9: RETENTION OF RECORDS**

The CONTRACTOR shall retain all records pertaining to this program for a period of six (6) years. These records include, but are not limited to, financial, statistical, property, and participant records, and supporting documentation. Records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun and audit has not been completed, or if a claim is instituted involving the contractual agreement covered by the records. In these instances, the records will be retained until the litigation, audit, or claim has been resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from WIOA.

**SECTION 10: CONFIDENTIALITY OF INFORMATION**

To the extent feasible and permissible by law, the Area 7 Workforce Development Board and its sub-grantee(s) (Area 7) will honor an applicant's request that confidential information submitted to Area 7 will remain confidential. Area 7 will treat the information as confidential only if: (1) the information is, in fact, protected confidential information such as trade secrets or privileged or confidential commercial or financial information not defined as public record, (2) the information is specifically identified as confidential by the applicant, and (3) no disclosure of the information is required by law or judicial order. If the application is approved, honoring of confidentiality of identified data shall not limit Area 7's right to disclose the details and results of the project to the public.



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## Management Certification

I hereby certify I have read the foregoing application and the information contained herein is true and accurate to the best of my knowledge. Furthermore, our company and/or organization does not have any outstanding liabilities with the State of Ohio, the county or city where located, or the United States of America, nor are we currently involved in any labor disputes.

I agree that the IWT funding will not supplement or supplant current training efforts and that I have read the Area 7 Assurances and Certifications and concur with all sections.

I also agree, for reporting purposes, to provide the following information for each trainee (form attached) and certify that an I-9 is on file for each:

- Name
- Social security number
- Date of birth
- Race/Ethnicity
- Gender \* (Males born after January 1, 1960 must be registered for Selective Service.)
- Address
- Phone
- Wages prior to training (Post-training wages must reflect a wage of at least \$8.00 for trainees making less than that prior to training.)

\_\_\_\_\_  
Signature of company representative, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of collective bargaining representative, Title  
(if applicable)

\_\_\_\_\_  
Date



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## IWT Trainee Log

Company Name: \_\_\_\_\_

#	Name	DOB	SSN	Ethnicity	Gender	Address	City	State	Zip	Phone	Wage prior to training
1											
2											
3											
4											
5											
6											
7											
8											
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