

INCUMBENT WORKER TRAINING (IWT) EMPLOYER CONTRACT

IWT Contract No:

Section 1: Contact Information

Complete the contact information for the NKADD/NKWIB and the Employer.

NKADD/NKWIB		
CONTACT PERSON: Correy Eimer	TITLE: Director, NKWIB	TELEPHONE #: 859-283-1885
ADDRESS: 22 Spiral Drive, Florence, KY 41042	EMAIL: correy.eimer@nkadd.org	NOTES:

EMPLOYER NAME:		
EMPLOYER DBA NAME:	CONTACT PERSON:	WORKER'S COMP #:
EMPLOYER ADDRESS:	EMAIL:	FEIN #
	TELEPHONE #:	DUNS #
EMPLOYER COUNTY <i>Must be located within the NKADD area.</i>		
Total number of company employees:		

Section 2: IWT Agreement

This Incumbent Worker Training (IWT) Agreement is between the Employer and the Northern Kentucky Area Development District (NKADD) as fiscal agent for the Northern Kentucky Workforce Investment Board (NKWIB). Funding is made available through the Workforce Innovation Opportunity Act (WIOA) via the NKWIB, hereinafter called the IWT Provider and (Name of Employer), hereinafter called Employer. Both parties agree to the terms and conditions set forth within this contract. The contract term commences on (enter start date here as date the contract is signed) and terminates on completion of training.

Section 3: General Terms and Conditions

CONTRACT PURPOSE

The purpose of this contract is to establish the general terms and conditions under which the IWT Provider may develop training designed to increase the competitiveness of the employee and Employer. Incumbent Worker Training can be used to help avert potential layoffs of employees or improve the skill levels of employees so they can be promoted within the company, creating career pathways within the company. The Incumbent Worker Training Policy and the Incumbent Worker Training Procedures complement this contract by providing additional guidance and detailed explanations.

IWT DEFINITION

In accordance with WIOA sec. 134(d)(4), Incumbent Worker Training Programs, the term “incumbent worker training” means training by an employer and increasing the competitiveness of the employee or Employer. For the purpose of WIOA sec. 134(d)(4)(B), incumbent worker training is training:

- Designed to meet the specific requirements of an employer (including a group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment.
- Conducted with a commitment by the Employer to retain or avert the layoffs of the incumbent worker(s) trained.

ELIGIBLE INCUMBENT WORKER

An Incumbent Worker is an individual who is

- currently employed full-time with a company located in the Northern Kentucky Area Development District,
- at least 18 years of age,
- a U.S. citizen or a non-citizen whose status permits employment in the U.S.,
- meets Fair Labor Standards Act requirements for an employer-employee relationship and has been employed at least six months with the IWT employer, and
- identified by the Employer to need additional training or skill development in order to advance or improve their work performance.

Sector 4: Employer Requirements and Responsibilities

The IWT provider has worked with the Employer to complete an employer needs assessment. Upon completion of the needs assessment, the IWT provider determined that the Employer is eligible to receive WIOA funds to provide training to incumbent workers.

The Employer agrees to:

- Comply with nondiscrimination and equal opportunity provisions of WIOA, Title VI of the Civil Rights Act, Section 504 of Rehabilitation, Age Discrimination Act, and Title IX. Customized training also cannot be developed with Employer that will or may displace workers (see 20 CFR Sec. 667.270); or have laid off workers within 120 days to relocate to Kentucky from another state; and have employees in layoff status.
- Provide adequate insurance coverage to protect against legal liability arising out of IWT activity.
- Provide worker's compensation to current employees and shall provide worker's compensation coverage for the IWT participant.
- All IWT trainees must be subject to the same personnel rules, working conditions, and benefits as regular employees 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. If the required benefits will not cover the trainee, a contract cannot be written.
- Will backfill employee positions through Kentucky Career Center services, if applicable.
- Paid a wage that is at the same rate as similarly situated employees or trainees but shall not be less than \$15/hour.

As a condition to the award of financial assistance from the Department of Labor under Title 1 of WIOA, the Employer must also assure, that they will comply fully with the nondiscrimination and equal opportunity provisions of the following laws, per IWT Provider documented onsite visits:

- Section 188 of the WIOA and the regulations implementing the law which prohibit 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 1--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 or activities; (*All necessary assurances and certifications must be submitted by the Employer.)

Section 5: Financial Responsibility

The IWT Provider will use program funds to reimburse employers providing incumbent worker training on a graduated scale based on the size of a business, up to 50% of the cost. The Employer must provide a preplanned matching contractual contribution to the training program to pay the remaining share of the expenses not covered by WIOA program funds for providing such training. The local area shall contractually establish the employers’ share of cost. This contribution can be cash or non-cash goods and services such as:

- Instructors/trainers’ classroom costs
- Curriculum development
- Required textbooks/manuals
- Required materials/supplies
- Equipment purchased specifically for use in the training
- Post-training assessment/testing fees for training-related certifications
- Trainee travel expense

Rules for matching funds are provided in the Uniform Guidance and DOL exceptions at 2 CFR 200.306 and 2 CFR 2900.8, respectively. The amount of employer match in the IWT Program depends on the size of the Employer. The match requirements are as follows:

- Employers with 50 or fewer employees must contribute at least 10 percent of the cost
- Employers with 51 to 100 employees must contribute at least 25 percent of the cost
- Employers with more than 100 employees must contribute at least 50 percent of the cost

What percentage of contribution will employer contribute based on company size?	
Total Cost of Incumbent Worker Training:	\$
Total Employer Contribution for Incumbent Worker Training:	%
Total Cost Breakdown:	
Instructors/trainers’ classroom costs	\$
Curriculum development	\$
Required textbooks/manuals	\$
Required materials/supplies	\$
Training specific purchased equipment	\$
Post-training assessment/testing fees for training-related certifications	\$
Trainee travel expense	\$
Total IWT Provider Reimbursement (Max per fiscal year \$10,000):	\$

The Incumbent Worker Training Reimbursement Invoice must be signed by the individual named as contract signer or designee in the Employer Information section on page 1 and sent to the IWT provider’s financial specialist. Payments are made on a cost-reimbursement basis in which the business pays the costs upfront and then requests reimbursement. If invoices are received by 4:30 p.m. on the 8th day of the month (or the next business day if the 8th falls on a weekend), payment will be made on the 20th of the month (or the next business day if the 20th falls on a weekend). Businesses must request reimbursement monthly unless extenuating circumstances require customized invoicing evaluated on a case-by-case basis. Invoices must include proper

backup documentation of expenses (such as training provider invoice, progress report/final report and proof of payment). Invoices received after that deadline will not be paid until the following month. All reimbursement invoices must be submitted within 30 calendar days of the contract end date. Reimbursement requests received after the 30-day cutoff will not be processed unless mutually agreed upon in writing before the 30 days deadline has expired.

All expenditures must be matched with the approved budget relative to the training activities and match agreed-upon contribution requirements as calculated in the CONTRACT AGREEMENT. If there are issues with the invoice, such as missing documentation, incorrect costs, etc., the Employer will be notified of the issues and asked to remedy them before reimbursements can be issued.

The Employer will accept responsibility for repayment to the NKADD of any unallowable costs, and/or audit exceptions arising from its failure to operate the Incumbent Worker Training program in compliance with the terms and conditions located in the contractual agreement including all Laws and Regulations applicable to federally funded activities. The NKADD shall not be liable to the Employer for expenses incurred after the termination date of this agreement. Further instructions will be made available to the business upon the CONTRACT AGREEMENT execution.

If questions arise related to your financial requirements, please contact, Liberty Kordish, NKADD Workforce Division Financial Specialist, liberty.kordish@nkadd.org or 859.283.8193.

Section 6: IWT Performance Requirements

The Employer is required at a minimum:

- Conduct the training as described in the IWT contract application.
- Request approval from the IWT Provider staff regarding any changes in the training.
- Keep accurate records of a training project’s implementation and certify that all information provided for the purpose of requesting reimbursements and reporting training activity are accurate and true.
- All records and expenditures are subject to review by designated Kentucky Career Center or NKADD staff at any time. Records that should be submitted include:
 1. A training plan/course description for the training project from the trainer or training institution. (NOTE: If an employer has multiple training course cohorts, a training plan/course description needs to be included for each cohort.)

The training plan/course description must include:

<i>Course Title:</i>		
<i>Class Location:</i>		<i>Total Hours of Training:</i>
<i>Class Schedule:</i>		
<i>Dates:</i>	<i>Times:</i>	<i>Groups:</i>
<i>Course Description:</i>		

<i>Training Course Syllabus/Outline:</i>
<i>Expected Training Outcomes (Goals):</i>
<i>Earned Credential Upon Completion (if any):</i>
<i>Explanation of how training will avert layoffs (if applicable):</i>

2. Pre-training class rosters showing all the eligible Incumbent Worker participants (including position titles) enrolled in the training project, a certification that all trainees are legal employees of the business and completed NKADD Pre-Application for WIOA Programs for each participant. Prior to the beginning of the training session, the IWT Provider staff should collect the following information on each participant as provided in a spreadsheet provided by the NKADD/NKWIB:
 - Legal Name and date of birth of the Trainee
 - Participant’s home address, phone number & email address
 - Social Security Number and photocopy of the card
 - Photocopy of Drivers License
 - Participant’s Gender, Marital Status, Race/Ethnicity, & Citizenship status
 - Participant’s Veteran Status & Selective Service compliance (as applicable)
 - Participant’s Education & Employment Status
 - Participant’s Income Status
 - Participant’s Employment Preferences, Objective& Desired O*Net
 - Does the trainee identify themselves as
 - A Person’s acknowledging a Disability
 - A Veteran /Spouse of a Veteran
 - Non-English Speaking
 - A Recipient of Public Assistance
 - Low income
 - Basic Skills Deficient

3. Upon completion of training, a copy of each trainee’s certificate/credential (if applicable), each participant’s hourly wage, sign in sheet (if applicable) and a completed participant report should

be submitted.

- Submit training progress reports as agreed in the executed contract between the training start and end dates.

Section 7: Reporting Requirements

A training progress report is required. The IWT Provider staff monitors and serves as a project liaison therefore there must be ongoing documented communication with the businesses regarding the progress of training. A training progress report should include documentation of communication with IWT Provider staff, such as course substitution requests, e-mails or phone calls regarding status checks of the training project and communication during the reimbursement process. The IWT Provider should advise the specific requirements of this training progress report, to include content requirements, time frame, and other matters with information to be included in the executed contract.

At the completion of the contract, a final report on the IWT must be due no later than 60 days from the end of training. The final report must detail the progression of IWT training participants along with the final outcomes achieved. The IWT Provider must have this report at the time of final reimbursement. Once the report is received, the final reimbursement should be released. (Businesses will also need to keep accurate records of the project’s implementation process to certify that all information provided for the purpose of requesting reimbursements and reporting training activity is accurate and true for a period of at least five (5) years.)

Section 8: Additional Terms

This IWT contract is subject to modification or termination due to actions taken by the Federal, State, or Local governments; such actions include but are not limited to the withdrawal of WIOA funding by the United States Congress or the failure by the United States Congress to reauthorize WIOA program activities.

Section 8: Signatures

I hereby agree to all the terms and conditions in this IWT Agreement.

Authorized Signatures (Use BLUE ink)

EMPLOYER SIGNATURE	NKWIB SIGNATURE
TYPE/PRINT NAME	TYPE/PRINT NAME
TITLE	TITLE
DATE	DATE