



CENTRAL OKLAHOMA

WORKFORCE INNOVATION BOARD

A proud partner of the **americanjobcenter** network

Incumbent Worker Policy

(COWIB #03-2019) Pursuant to WIOA 134(d)(4)

Approved and Published: April 2020

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PURPOSE: Incumbent Worker Training (IWT) is a resource to keep employers, and the jobs they provide, viable. This policy provides information regarding IWT in addition to local policy and guidance.

The Central Oklahoma Workforce Innovation Board (COWIB) is the policy and guidance board for the Workforce Oklahoma system in Central Oklahoma. We are business leaders with a goal to establish a highly skilled, productive workforce in our 9-county area.

The Central Oklahoma Workforce Innovation Board (COWIB) complies with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, the basis of citizenship status or participation in a WIOA Title-1 financially assisted program or activity.

<http://www.cowib.org/>



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Incumbent Worker Training Agreement Modification 17

COWIB Incumbent Worker Policy

Purpose

Incumbent Worker Training (IWT) is a work-based training resource to keep employers, and the jobs they provide, viable. This policy provides information regarding IWT in addition to local policy and guidance.

Authority

The authority for this policy is derived from the following:

- WIOA 134(d)(4)
- 20 C.F.R. §680.780 - .840
- 20 C.F.R. §680.320 and §680.530
- TEGL 19-16
- TEGL 10-16, Change 1

Background

Incumbent Worker Training (IWT) is a work-based training resource which provides both workers and employers with the opportunity to build and maintain a quality workforce, by increasing both participants' and companies' competitiveness. As found in 20 C.F.R. §680.790, Incumbent Worker Training is designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce or to avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment. Local workforce areas may use up to 20 percent of their local adult and dislocated worker allocations to provide for the federal share of the cost of providing incumbent worker training. This 20 percent can only be used for IWT activities that are programmatic in nature, as administrative activities must be paid out of the Board's administrative funds. The training should, whenever possible, allow the participant to gain industry-recognized training credentials and/or experience.

Incumbent Worker Eligibility

To qualify as an incumbent worker, the worker must:

1. Be employed;
2. Meet the Fair Labor Standards Act requirements for an employer-employee relationship (29 U.S.C. Chapter 8);
3. *Have an established employment history with the employer for six (6) months or more;
4. Earn less than \$26 per hour, (\$54,080 annually) when applying for training; and
5. Reside within COWIB's 9 county service area, (Canadian, Cleveland, Hughes, Lincoln, Logan, Okfuskee, Oklahoma, Pottawatomie, and Seminole counties).

*In the event that the incumbent worker training is being provided to a cohort of employees, not every employee in the cohort must have an established employment history with the employer for 6 months or more as long as a majority of those employees do meet the employment history requirement.

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Individuals receiving incumbent worker services are not subject to the eligibility criteria that apply to participants in the Adult or Dislocated Worker programs, unless they are receiving other services under those programs. Therefore, individuals who only receive IWT and no other WIOA title I career or training services are not included in WIOA performance indicator calculations for the core programs.

IWT is not permitted to be used to provide the occupational training a new hire needs.

Employer Eligibility

In accordance with 20 C.F.R. §680.810, COWIB must consider under WIOA §134(d)(4)(A)(ii):

1. The characteristics of the individuals in the program;
2. The relationship of the training to the competitiveness of an individual and the employer; and
3. Other factors the Local WDB (COWIB) determines appropriate.

TEGL 19-16 adds further suggestion for “other factors”, including:

- The number of employees participating in the training;
- Wage and benefit levels of those employees (both pre- and -post-training earnings);
- The existence of other training and advancement opportunities provided by the employer;
- Credentials and skills gained as a result of the training;
- Layoffs averted as a result of the training;
- Utilization as part of a larger sector and/or career pathway strategy; or
- Employer size.

COWIB will consider the following when selecting employers for IWT program funding:

- The characteristics of the incumbent workers to be trained, specifically the extent to which they historically represent individuals with barriers to employment as defined in WIOA Section 3(24), and how they would benefit from retention or advancement;
- Provide a quality of training which would, whenever possible, allow the participant to gain industry-recognized training experience and/or lead to industry-recognized credentials and/or an increase in wages;
- The number of participants the employer plans to train or retrain. (Employers who plan to promote the trainee and then backfill the vacated position with a WIOA participant will be given priority);
- The wage and benefit levels of participants (before and after training). To be eligible, participants must not earn \$26.00 per hour, (\$54,080.00 annually) or greater prior to training. The employer must provide proof of income for the participant prior to the training start date, as well as proof of income after program completion to demonstrate increased income as a result of successful training completion. (≥ 5%);
- The occupations for which incumbent worker training is being provided must be in-demand as defined by WIOA section 3(23) and as determined by COWIBs area-specific labor market information found in the Demand Occupations List;

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- The employer's industry status:
- In-demand industry; or
- A stable industry; or
- A declining industry, but there are compelling reasons (e.g., evidence of long-term viability of the employer justifying investments in incumbent worker training);
- The employer must not be a "relocating establishment". That is, that the employer has relocated their operation within the last 120 days resulting in a loss of employment for any employee at the original location;
- The employer is current in unemployment insurance and workers' compensation taxes, penalties, and/or interest or related payment plan;

COWIB will also evaluate the potential number of layoffs averted as a result of this training and will also prioritize employers based on their overall efforts to develop a more competitive workforce within the region, particularly those that show ongoing apprenticeship training models.

Each of the above factors leading to the approval of an incumbent worker training project with an employer must be documented and placed in the contract file.

Generally, IWT should be provided to private sector employers; however, there may be instances where non-profit and local government entities may be the recipients of IWT funds. For example, IWT may be used in the health care industry where hospitals are operated by non-profit or local government entities and a nursing upskilling opportunity is available. In-line with other COWIB policy, IWT funds should not be used to support organizations which are religious or political in nature.

Employer Share of Training Costs

Per WIOA §134(d)(4)(C) and 134(d)(4)(D), employers participating in incumbent worker training are required to pay the non-WIOA (non-federal) share of the cost of providing training to their incumbent workers. The employer share is based on the size of the workforce as follows:

- 50 or fewer employees - At least 10 percent of the cost
- 51 to 100 employees - At least 25 percent of the cost
- 101 or more employees - At least 50 percent of the cost

Employer cost share contributions must be tracked and documented in the contract file. Additionally, wages paid to the participant while in training can be included as part of the employer share.

Due to the nature of the funding, COWIB has set the maximum per project contribution at \$10,000.00 & the maximum per IWT participant contribution at \$5000.00. These maximums reset if the employer is awarded another project contract.

Regulatory Limitations and Prohibited Activities

- In accordance with WIOA §194, title I funds must not be spent on:

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- Construction, purchase of facilities or buildings, or other capital expenditures for improvements to land or buildings;
- Sectarian activities;
- Wages of incumbent employees during their participation in economic development activities provided through a Statewide workforce investment system; Public service employment, except to provide disaster relief employment, as specifically authorized.
- Expenses prohibited under another Federal, State or local law or regulation;
- Subawards or contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal programs or activities;
- Contracts with persons falsely labeling products made in America;
- Foreign travel;
- Funds provided to employers for incumbent worker training must not be used to directly or indirectly assist, promote or deter union organizing.
- Funds must not be used or proposed to be used for the encouragement or inducement of a business or part of a business to relocate from a location in the United States if the relocation results in any employee losing his or her job at the original location.
- Funds must not be used or proposed to be used for any business or part of a business that has relocated from a location in the United States, until the company has operated at the new location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.
- A participant in an incumbent worker training will not be employed in or assigned to a job if:
 - Any other individual is on layoff from the same or any substantially equivalent job;
 - The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy with the participant; or
 - The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
- A participant in a program or activity authorized under title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
- Incumbent worker trainings are not intended to impair any existing contracts for services or collective bargaining agreements. When a program or activity authorized under title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins.

Equal Opportunity and Nondiscrimination Statement

All Recipients, and Sub-recipients / Sub-grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex

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(including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

Addenda / Revisions

The COWIB Chief Executive Officer is authorized to issue additional instructions, guidance, approvals, and/or forms to further implement the requirements of policy, without making substantive change to the policy, except in situations when a new or updated state and federal guidance is issued.

IWT Pre-Award Checklist

Section I. Information

The applicant completes sections I – VII of the application. Please complete within the form, the space will expand as more information is added.

A. Applicant Information			
Company Name:			
Mailing Address/Street:			
City/State:	Zip Code:	County:	
Contact Person:	Title:		
Email Address:	Fax:		
Description of Business Product(s) or Service(s):			
Years in business at training location:	Total number of paid employees at this location:	Total number of paid employees through OK:	NAICS Code:
Legal Structure of Business:	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation (Designation): _____		
Tax Status of Business:	<input type="checkbox"/> For Profit <input type="checkbox"/> Other (Please Specify): _____ <input type="checkbox"/> Not-For-Profit (Designation): _____		
Employer's Federal ID#:		Unemployment Comp ID#:	

B. Is your company a subsidiary of another company or affiliated with a parent company?	
<input type="checkbox"/> Yes (PLEASE COMPLETE THE FOLLOWING INFORMATION ABOUT THE CORPORATE OFFICE/PARENT COMPANY IF DIFFERENT FROM ABOVE)	<input type="checkbox"/> No (PLEASE SKIP TO SECTION C)
Parent Company Name:	
Mailing Address/Street:	
City/State:	Zip Code:
County:	
Authorized Representative:	Title:
Email Address:	Website:

C. Business Status Checklist	
Has the company been in operation in the State of Oklahoma during the entire twelve-month period immediately preceding the date of application?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your company current on all Oklahoma state taxes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your company current on all federal taxes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your company current on all county, city and local taxes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your company subject to a collective bargaining agreement? (If yes, please attach a letter of endorsement from the authorized union official.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

D. Project Abstract (Please provide the following information in the spaces provided)

1. Background information on the company:

2. Overview of the training (not to exceed ½ page) and information to support the request and need for training:

3. Description of how the training plan will avert lay-offs of the trainees:

4. Reason for requesting financial assistance to conduct the training:

Section II. Availability and/or Use of Other Funds

Has your company previously received any Incumbent Worker Training grant funding? If yes, please provide the following information. If no, please skip to SECTION III.

Local Workforce Development Board:	
Amount of Award:	Dates of Grant Period:
Types of training provided:	
Have the terms and agreements of the training been completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Summary of the outcome(s) of the training:	
Explain the relationship, if any, to the training described in this application:	

Section III. Training Plan

A. Training Summary

- 1) Anticipated Project Start Date: _____
- 2) Project Length: _____ (to be no longer than 12 months from date of contract)
- 3) Amount of Funds Requested: _____
- 4) Number of Employees who will attend ONLY an orientation/introduction of the training: _____
(Do not count this number in the “Number of Employees to be trained”)
- 5) Number of Employees to be trained: _____

B. Training Components

Below is a Training Component Template for the application. The form can be replicated as many times as necessary to include all Training Components requested.

NOTE: “Component Cost Charged” should capture all costs to be **charged to the program** and should include, but is not limited to: training materials, certification costs, software, etc.

SKILL ATTAINMENT TEMPLATE – TRAINING COMPONENT #1

Course Title:			
Course Description & Objective:			
Training Schedule (# of hours):		Estimated Training Dates:	
Number of Trainees for Component:			
Training Location:			
Total Component Cost:		Component Cost Charged with IWT:	

PLEASE PROVIDE INFORMATION FOR THE TRAINING PROVIDER

Name of Training Provider:				
Phone:				
Street Address:				
City:		State:		Zip Code:
Email Address:				

Name & Qualifications of each Instructor:

PLEASE PROVIDE THE INFORMATION REQUESTED IN QUESTIONS 1-3.

1. Please provide a list of competencies the trainees will attain:

2. Explain how this training component will lead to, or result in, a skill certification or other proof of skill attainment that directly benefits the Trainees.

3. Aside from the minimum 5% wage increase, how will this training component impact the trainees' opportunity for advancement in the company?

Section IV. Budget

The applicant is encouraged to apply only for funds needed and not to exceed \$10,000.00. The project budget should clearly support and relate to the training plan and itemize how the award is used. The amount under the IWT Funds Requested column below should equal the total of the amounts shown under Component Cost Charged to IWT for all Training Components listed in Section III. All proposed expenses must be allowable, reasonable and necessary. See Section VII. Please Provide the required information on this budget form, rather than submitting attachments.

Category	IWT Funds Requested	Employer Contribution	Explanation and Detail
Instructor Wages / Tuition			
Manuals / Textbooks			
Training Certifications, Certificates, Credentials, Licenses			
Materials / Supplies			
Software and Technology			
Training Equipment Purchase (can be employer contribution)			
On-Site Facility Usage (can be employer contribution)			
Trainee travel, food, lodging (can be employer contribution)			
Trainee Wages (can be employer contribution)			
Total Funds	COWIB Funds:	Employer Funds:	Total Training Investment (Employer Contribution + IWT Funds)

COWIB reserves the right to remove or adjust any part of the budget prior to funding the IWT.

Section V. Authorization and Certification

As an authorized representative of the Business submitting this application, I hereby certify that:

- I have read the Incumbent Worker Development Training Program Guidelines and coordinated this application with a COWIB Business Services Team member;
- I understand that the purpose of the IWT program is to strengthen both the business and the worker. In addition to upskilling the workforce, I agree that at a minimum, the business will provide a 5% pay increase to successful participants;
- The information contained in this application is true and accurate and reflects the intentions of the Incumbent Worker Training Program;
- I am aware that any false information, intentional omissions, or misrepresentations may result in rejection of the application and possible disqualification for future funding;
- I am aware that any false information, intentional omissions, or misrepresentations may subject the business to civil or criminal penalties;
- I understand that the training materials purchased or developed with funds awarded under this project will be in the public domain and will be available for use by other eligible entities at no cost;
- The Business agrees to provide a copy of W-9 and Workers Compensation documentation as requested;
- The Business agrees to adhere to all reporting requirements, and to respond to a Customer Satisfaction Survey(s); and
- The Business agrees to provide all requested data elements as required for federal reporting.

Further, this business shall not discriminate against any employee, applicant for employment, applicant or Workforce Innovation and Opportunity Act participant, subcontractor or potential beneficiaries of employment and training programs or projects because of race, color, disability, religion, age, sex, national origin, political affiliation or belief.

Printed Name

Title

Signature

Date

Based upon this review, WIOA Title I assistance to this establishment is: Choose an item.

COWIB Representative Printed Name

Title

Signature

Date

Neither the State of Oklahoma, any Local Workforce Board, nor other designated entity conducting the review, shall be legally liable regarding the responses provided during the conduct of this review.

Section VI. Reimbursable / Non-Reimbursable Training Costs

The following is a listing of reimbursable and non-reimbursable training costs for the Incumbent Worker Training program:

Allowable Training Costs

- Instructors' and Trainees' salaries – (trainers must not be employed by any business whose employees are being trained.)
- Tuition
- Training materials and training supplies
- Textbooks/manuals – limited to course of study
- Training that results in participants obtaining an industry-recognized certification or credential, or that provides a significant step towards achieving such credentials which will increase the worker's overall employability
- Training related software
- Travel for trainers – if the requested training is not available within reasonable proximity to the business
- On-Line training
- Employee skills assessment that results in primary training funded through the grant

Non-Allowable Costs

- Compensation or consultant fees not directly related to the provision of training
- Costs incurred prior to the approval date of the IWT application
- Capital improvements and purchases of real estate, to include the construction or renovation of facilities or buildings
- Business relocation expenses
- Employment or training in sectarian activities
- Costs associated with in-house company trainers to include parent company employees
- Travel outside of the contiguous United States or costs associated with bringing a trainer into the country
- Curriculum design and/or training program development
- General office supplies and non-personnel service costs, i.e., postage and photocopying
- Company website design and development, website hosting, and maintenance, software upgrade, advice on computer selection for purchase and upgrade
- Memberships/Fees/Dues
- Purchase of employee assessment systems or systems usage licenses
- Employee Travel
- Basic occupational health and safety training, to include OSHA training
- Any training that a company is mandated to provide on a regular basis to its employees by federal, state, or local laws
- Equipment
- Food, beverage, and/or celebrations
- Job/position profiling
- Publicity/public relations costs
- Costs associated with conferences

INCUMBENT WORKER TRAINING CONTRACT

Contract No: _____

Funding Source: _____

Employer Information	
Company Name:	
Address:	
City, State Zip:	
Phone:	
FEIN or UBI:	
NAICS Code:	
Email:	

A. Training Location and Instructor			
Training Facility Location:			
Training Instructor:			
Title:		Phone Number:	

B. Supervisor			
Supervisor:			
Title:		Phone Number:	

C. Training Schedule and Cost			
Number Hours Per Day:		Start Date:	
Number Hours Per Week:		End Date:	
Number of Weeks:		Total Hours of Training:	
Total Number of Hours:			
*Maximum allowable Federal Contribution:		\$ _____	
*Employer Share of Training Costs			
50 or fewer employees		At least 10% of the cost	
51 to 100 employees		At least 25% of the cost	
101 or more employees		At least 50% of the cost	

D. Training Outline	
Estimated Hours	Specific Occupational Skills to be Learned

E. Job Description

F. Concurrence of Collective Bargaining Agent

Is this Incumbent Worker Training occupation subject to a bargaining agreement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the appropriate bargaining representative concur with this Incumbent Worker Training and rate of pay?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Name of Union

Union Representative Signature

Union Representative Signature

G. Concurrence of IWT Committee

IWT Representative Signature

WIOA Representative Signature

Incumbent Worker Training Employee List						
Employee Name (Last, First, MI)	Employee Location (City, State)	Hire Date (DD/MM/YY)	Position Title (Current)	Credentials / Licenses to be Obtained	Training Dates (DD/MM/YY – DD/MM/YY)	OKJM
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
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						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>

Employer Printed Name

Title

Signature

Date

COWIB Representative Printed Name

Title

Signature

Date

Incumbent Worker Training Terms and Conditions

H. Standards

Training

1. The IWT Contract must be completed and signed, and the employer must provide a copy of each IWT employee's I-9 before the IWT employee starts the IWT to verify length of employment.
2. The employer has reviewed Section VII – Reimbursable/Non-Reimbursable Training Costs and agrees to abide by those stipulations.
3. The employer acknowledges that each employee listed on the Incumbent Worker Training Employee List must be registered in OKJobMatch, and will authorize up to one hour of paid-time to accomplish this task prior to the start of training.
4. The employer must collaborate in the development of a training plan for the IWT employee that includes competencies needed to be satisfactorily skilled in the IWT position. These competencies will be listed in the IWT Training Plan. The training provider will complete an evaluation to document competencies gained.
5. The employer certifies that this is not a temporary job. The IWT employee shall continue working with the employer upon completion of the IWT training, based upon satisfactory job performance.

Fiscal

1. The employer will provide a copy of their W-9, and the fiscal agent for Central Oklahoma Workforce Innovation Board shall reimburse the business upon completion of the training in an amount not to exceed the maximum training reimbursement. The business must submit the IWT Training Reimbursement Form along with invoices for training. When calculating employer contribution, credit will not include undocumented payments to the IWT employee. No reimbursement shall be made for costs which fall outside of the term of the Contract. All reimbursement requests submitted by the employer shall be supported by business receipts, time and payroll records, and other records normally kept by the employer.
2. The IWT employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts credited towards the IWT Contract. Wages must be paid by check or direct deposit. Inaccurate or incomplete timesheets or timesheets submitted more than thirty (30) days after the end of the training period may not be honored, at the sole discretion of the fiscal agent. Copies of the timesheet(s) are to be maintained along with a copy of the IWT Contract.
3. The employer shall preserve all IWT employee payroll records, fringe benefits and personnel records for three (3) years after the end of the training period, or longer if any litigation or audit is begun or any claim is instituted which involves these records. The employer shall retain the records beyond the three (3) year period until the litigation, audit findings or claim has been resolved.
4. The employer agrees that at any time during normal business hours, and as often as deemed necessary, the Central Oklahoma Workforce Innovation Board staff, State of Oklahoma, U.S. Department of Labor, or other authorized Federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the IWT employee is making sufficient progress.
5. Wages are monies paid by the employer to an IWT participant for work the IWT participant performs. Tips, commissions, and piece work are not considered wages and are not eligible for reimbursement.

Employer Assurances

1. The employer shall provide worker's compensation coverage for the IWT employee and assures that the training shall be provided in accordance with WIOA.
2. Employer agrees not to discriminate in their hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act of 1990, as amended.

3. Employer agrees to adhere to the Central Oklahoma Workforce Innovation Board's grievance procedures if a complaint arises in connection with the IWT employee and the training.
4. The employer agrees that the IWT employee shall not be terminated from training without giving prior notice to the WIOA Representative that signed the IWT Contract and reasonable opportunity is given for correction or improvement of performance. The employer also agrees that it will immediately notify the WIOA Representative if the IWT employee has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The employer understands that the termination of an IWT participant is subject to the Board's grievance procedures.
5. Employer will comply with Federal and State laws governing the IWT Program.
6. The employer further assures that IWT funds will not be used to assist, promote or deter union organizing.
7. The employer assures that the IWT employee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
8. The employer assures that the IWT employee will not be required to participate in political activities.
9. No fees shall be charged to any IWT employee or employer for referral or placement services relative to this IWT Contract.
10. The employer certifies that no member of the IWT employee's immediate family is engaged in an administrative capacity for the employer, or will directly supervise the IWT employee. For the purpose of this Contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the IWT employee's spouse.
11. Employer has not exerted any undue influence or engaged in conduct which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Contract.
12. The employer assures they are not involved in a strike, lockout or other unusual labor condition.
13. Employer agrees to comply with all applicable local, state and/or federal laws and ordinances. The employer assures that they have not violated any of the following within the last three years: a) antidiscrimination in its employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical disability.

Additional Terms

1. Either party may terminate this Contract at any time by giving ten (10) day advance written, signed notice of intent to terminate to the other party. In the event the participant is terminated without notice (through no fault of the employer), or the participant fails to report without giving notice, notice of termination must be provided to the Board immediately.
2. Central Oklahoma Workforce Innovation Board may terminate this Contract if:
 3. The State or Federal Government terminates or reduces the funding which makes this Contract possible;
 4. The employer has violated the terms and conditions of this agreement.
5. This Contract may be amended by the mutual written agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the Contract.
6. WIOA Representative may unilaterally amend this Contract if there are changes in Federal, State or Local Laws, rules, regulations, or policies.
7. This Contract has been and shall be construed as having been made and delivered within the State of Oklahoma and it is agreed by each party hereto that the laws of the State of Oklahoma, both as to interpretation and performance, shall govern this Contract. Any action of law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in the State of Oklahoma.
8. The employer agrees that no currently employed worker shall be displaced by the IWT employee including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no IWT

employee shall be placed into a position that is currently vacated by an employee who is on layoff or into a position in which the employer has terminated the employment of an employee with the intention of filling the position with an IWT employee. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current employees not involved in the IWT training.

9. The employer understands that participants must reside in COWIB's 9 county service area, (Canadian, Cleveland, Hughes, Lincoln, Logan, Oklahoma, Okfuskee, Pottawatomie, and Seminole), and that to be eligible for the program, participants must fall under the income cap, (less than \$26.00 per hour, or \$54,080.00 annually) prior to training. The employer will provide documentation for verification prior to the commencement of training.
10. No fees shall be charged to any IWT employee or employer for referral or placement services relative to this IWT Contract.
11. All services to be rendered or performed by the employer under this Contract shall be performed or rendered entirely at the employer's own risk. The employer expressly agrees to indemnify and hold harmless the Workforce Board, its officers, agents, contractors, employees or otherwise, from any and all liability, loss or damage, including reasonable cost of defense that they may suffer as the result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the Workforce Board which result from, arise out of, or are in any way connected with the services to be performed by the employer under this Contract.

I. Employer Certification

I certify to the best of my knowledge that this information is true and correct and that I intend to pay _____% of the cost of training and retain the participant at the end of the training period if satisfactory performance is maintained. I am also aware of my responsibilities as stated in this Individual Incumbent Worker Training Contract.

Authorized Employer Representative Signature

Date

Title

Phone Number

J. Agency Certification

A legitimate need for training and reasonable expectation of continued employment and economic benefit for the participant indicated on this Individual IWT Contract has been established by Central Oklahoma Workforce Innovation Board. Therefore, this IWT Contract is approved.

Authorized WIOA Representative Signature

Date

Incumbent Worker Training Agreement Modification

Contractor: _____

Agreement Number: _____

Effective Date: _____

Funding Source: _____

Modification Date: _____

Modification Number: _____

<u>PURPOSE OF MODIFICATION</u>

<u>REASON FOR DEOBLIGATION</u>

Contractor

Date

WIOA Service Provider Representative

Date