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South Central Workforce Area

Incumbent Worker Training Resource Guide

October 2022

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Incumbent Worker Training Summary

Incumbent Worker Training (IWT) is designed to improve the skills of employees and the competitiveness of an employer by offering support with the costs associated with upskilling the employer's workforce with the support of a Local Workforce Development Area (LWDA). The training will allow employers to retain and promote effective employees or to avert layoffs. In a scenario not related to layoff aversion, the IWT program will create the opportunity for an employee to receive an increase in pay and skill. In this scenario, it is strongly recommended that the employer will also create the opportunity to backfill the trainee's position with a new or existing employee. While encouraged, it is not required for the training to lead to an industry-recognized credential.

To participate in an IWT program under WIOA, an employee must have an established employment history with the employer of at least six months at the time of training. Workers employed less than six months can participate in the training if the majority of the IWT cohort meets the requirement.

Local areas may use up to twenty (20) percent of their local adult and dislocated worker funds for IWT. The LWDA pays for a portion of the training as a reimbursement to the company. Based on federal code and guidance, funding of training projects may be prioritized by LWDAs based on demand-driven regional sector strategies. This allows LWDAs to make funding determinations for employers that will have the greatest potential for impacting job growth and retention and regional economic competitiveness.

The minimum amount of employer share in the IWT depends on the size of the employer and may not be less than:

- 10 percent of the cost, for employers with 50 or fewer employees;
- 25 percent of the cost, for employers with between 51 to 100 employees; and
- 50 percent of the cost, for employers with more than 100 employees.

Employers are required to pay the non-Federal share of the cost of providing Incumbent Worker Training. This may be done through both cash payments and fairly evaluated in-kind contributions. The employer contribution may include the wages the employer pays to the incumbent worker trainee while the worker is attending training. Under section 134(d)(4)(D) of WIOA, in establishing the employer share of the cost, the Local WDB must consider:

- The characteristics of the individuals in the program (e.g. individuals with barriers to employment),
- training outcomes for the employer and employees,
- the number of employees participating in the training,
- the wage and benefit levels of the employees (at the beginning and anticipated upon completion of the training),
- the existence of other training opportunities provided by the employer,
- credentials and skills gained as a result of the training,
- utilization as part of a larger sector and/or career pathway strategy, and/or employer size

South Central Iowa Local Workforce Development Board

Incumbent Worker Training Policy

Approved Date: October 24, 2022

Effective Date: October 24, 2022

References

Workforce Innovation and Opportunity Act (WIOA) Final Rules Workforce Services Policy Chapter 8 WIOA Title 1B Programs, [WIOA Section 3\(23\)](#), [WIOA Section 134\(d\)\(4\)](#) Proposed [20 CFR 680.780](#), [680.790](#), and [680.820](#), [2 CFR 200.306](#), [TEGL 19-16](#)

Purpose

This policy provides criteria to determine which workers, or groups of workers, are eligible for incumbent worker training services and the cost sharing required for incumbent worker training projects. ([WIOA Section 134\(d\)\(4\)](#)).

Background

Incumbent Worker training is designed to meet the special 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 and conducted with a commitment by the employer to retain or avert the layoff of the incumbent worker. An ideal incumbent worker training would be one where a participant acquires new skills allowing him or her to move into a higher skilled and higher paid job within the company, thus allowing the company to hire a job seeker to backfill the incumbent worker's position. Incumbent Worker training must increase both a participant's and a company's competitiveness.

Under Section [134\(d\)\(4\) of WIOA](#), local boards can use up to 20 percent of their adult and dislocated worker funds to provide for the federal share of the cost of providing Incumbent Worker training.

Substance

Incumbent Worker Eligibility Criteria

An incumbent worker must be:

1. A U.S. citizen or otherwise legally entitled to work in the U.S.;
2. Age 18 or older;
3. Registered for the Selective Service (males who are 18 or older and born on or after January 1, 1960) unless an exception is justified;
4. Employed;
5. Meet the Fair Standards Act requirements for an employer-employee relationship <http://www.dol.gov/whd>; and
6. Have an established employment history with the employer for six (6) months or more.

*Note: Per proposed [20 CFR 680.780](#), an incumbent worker does not necessarily have to meet the eligibility requirements for career and training services for adults and dislocated workers under this Act.

*Note: WIA Title I participants who were enrolled in the WIA prior to July 1, 2015 must be transitioned into WIOA, even if the participant would not otherwise be eligible for WIOA. Additional reassessments are not required to be completed for participants already determined eligible and enrolled under WIA. Furthermore, these participants must be allowed to complete the WIA services specified in their individual employment plan, even if the services are no longer allowable under WIOA. (TEGL 30-14)

Employer Eligibility Criteria

The following factors must be considered when determining the eligibility of employers to receive the WIOA share of funds to provide training to incumbent workers using either Adult and/or Dislocated Worker formula funds:

1. The characteristics of the incumbent workers to be trained and how they would benefit from retention or advancement. Consideration should be given to employers who propose to train individuals with barriers to employment as defined in WIOA Section 3(24).;
2. The quality of training. Whenever possible, the training should allow the participant to gain industry-recognized training experience and/or lead to industry-recognized credentials and/or an increase in wages;
3. The number of participants the employer plans to train or retrain;
4. The wage and benefit levels of participants (before and after training);
5. The occupation(s) for which incumbent worker training is being provided must be in demand;
6. The employer is:
 - a. In an in-demand industry as determined by labor market information; or
 - b. In an in-balance industry as determined by labor market information; or
 - c. In a declining industry, but there are compelling reasons (e.g., evidence of long-term viability of the employer) justifying investment in incumbent worker training.
7. The employer must not have laid off workers within 120 days to relocate to Iowa from another state;
8. The employer is current in unemployment insurance and workers' compensation taxes, penalties, and/or interest or related payment plan.

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.

Employer Share of Training Costs:

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. ([WIOA Sections 134\(d\)\(4\)\(C\)](#) and [134\(d\)\(4\)\(D\)](#) and proposed [20 CFR 680.820](#)).

The employer share is based on the size of the workforce (wages paid to the participant while in training can be included as part of that share and the share can be provided as cash or in-kind that is fairly evaluated) as follows:

- 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

Employer cost share contributions must be tracked and documented in the contract file. In addition, the methodologies for determining the value of in-kind contributions must be documented in the contract file and conform to cost sharing requirements at [2 CFR 200.306](#).

Action

All staff will follow the policies outlined.

Contact

If there are any questions related to the information in this issuance, contact Krista Tedrow at executivedirector@sciwalwdb.org

Natalie McGee

Natalie McGee

South Central Iowa LWDB Chair

Equal Opportunity Programs/Employer – Auxiliary aids and services available upon request for individuals with disabilities

Frequently Asked Questions

Do IWT participants have to meet WIOA eligibility requirements for adults and dislocated workers?

No. Participants in an IWT program do not need to meet eligibility requirements for career and training services for WIOA Adult or Dislocated Worker (the only exception would be if the trainee(s) is(are) being co-enrolled into other WIOA programs. At that point, all eligibility and documentation requirements must be collected and documented); the employer must meet the IWT requirements for receiving funding. See [CFR 680.780](#).

However, IWT participants receiving the training must be:

- Employed;
- Meet the Fair Labor Standards Act (FLSA) requirements for an employer-employee relationship;
- Have an established employment history with the employer for 6 months or more. (Employment history may include time spent as a temporary or contract worker performing work for the employer receiving IWT funds);
- Must be at least 18 years of age;
- Must be a citizen of the United States or a non-citizen whose status permits employment in the United States; and,
- If trainee is male born on or after January 1, 1960, must have registered with the selective service system (exemptions for this registration are allowable).

There is one exception to the employment history requirement. That exception being, if incumbent worker training is being provided to a cohort of employees, the majority of the employees being trained must meet the employment history requirement.

Can new or recently-hired employees participate in IWT?

New employees may only participate in an IWT program if the majority of the training cohort meets the six-month employment requirement.

How does Incumbent Worker Training differ from Customized Training (CT)?

Incumbent Worker Training is designed for upskilling existing employees, while Customized Training may only be used for training new employees.

What kind of training can be funded under IWT?

Training can include, but is not limited to, industry or employer-specific work skills, basic job skills, technical computer skills, new manufacturing technologies, equipment operation training, changes in production processes, and skills such as leadership, teamwork, communication, conflict resolution, and management skills if the employer can document the need and effect of the training. Employers will determine and select the types of training and training provider(s) that meet their training requirements before submitting an application for consideration.

What costs may be reimbursed under IWT?

Examples of allowable costs include:

- Training materials and supplies, including manuals
- Training tuition or registration fees
- Instructor/trainer wages (If not included in tuition)
- Materials and supplies
- Certification/Testing
- Off-site training space (e.g., classroom rental, etc.)
- Necessary computer software that is used 100% for training purposes only may also be considered for reimbursement

If the company training site/facility is located in an international location, companies will need to provide documentation prior to consideration of training site costs. All expenses must be reasonable, necessary and allowable and conform to the regulations found in the Uniform Administration Guidance.

What costs are included in the employer's share?

The non-Federal share provided by an employer may include costs incurred by the employer during training, such as (but not limited to):

- Wages paid by the employer while the worker is attending training
- Equipment purchased for training
- Curriculum development expenses
- Travel and lodging costs.

The LWDA should work collaboratively with the employer to identify training costs and determine which costs are eligible for reimbursement. The employer may provide the share in cash or in-kind, fairly evaluated. The employer non-Federal share must not be paid by the Federal government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs.

The employer will be required to calculate its estimated non-federal share as a part of the application for training funds and an actual share at the conclusion of the training. Should the non-federal share not meet the limits, the funds could potentially have to be repaid. Official payroll records, time and attendance records, invoices for equipment purchased, etc. must be utilized to determine the amount of the employer's share. Employer cost share contributions must be tracked and documented in the contract file and recorded on the Financial Status Report. In addition, the methodologies for determining the value of in-kind contributions must be documented in the contract file and conform to cost sharing requirements at [2 CFR 200.306](#) and [2 CFR 2900.8](#).

What training costs cannot be reimbursed under IWT?

IWT funds cannot be used to pay for a trainee's wages and benefits during the training, travel expenses, capital improvements, training equipment, administrative costs, catering of training events, and costs outside the agreement period (effective beginning and ending dates of the agreement). However, these types of training expenses, incurred within the approved agreement period, may be included as part of the "non-Federal employer share".

Where may the training take place?

Training may be conducted at the employer's own facility, at a public or private training provider's facility, a WIOA program facility site, or at a combination of sites that best meets the needs of the employer.

Who selects the training provider?

The employer selects the training provider that best suits the company's training needs. Trainers may be public or private professional trainers, equipment vendors, or subject matter experts.

Does the LWDA need to register the participant(s) in the IowaWORKS Portal, or is this dependent upon their eligibility?

Yes, the participant needs to be entered into the IowaWORKS Portal, and there is a streamlined application just for IWTs. IWT participants are not required to meet eligibility requirements for career and training services for WIOA Adult or Dislocated worker. Instead, eligibility is tied to the employer being eligible to receive the services.

Are IWT participants included in a LWDA's performance accountability calculations?

Due to the unique eligibility requirements (IWT participants are not required to meet eligibility requirements for career and training services for WIOA Adult or Dislocated worker), as stated by WIOA sec. 134, USDOL does not consider individuals who receive IWT to be participants for inclusion in the WIOA performance accountability calculations. However, states and LWDBs are required to report outcomes of individuals who receive IWT on all primary indicators of performance, which includes 1) employed 2nd quarter after exit, 2) employed 4th quarter after exit, 3) median earnings, 4) measurable skills gains, and 5) credential attainment.

Can IWT funds be utilized to support a Registered Apprenticeship?

Yes. Incumbent Worker Training may be an appropriate WIOA business service to assist with covering the costs associated with a Registered Apprenticeship program.

Does a Registered Apprenticeship program have to be on the ETPL for use with IWT?

No; a training provider is not required to be on the ETPL for use with IWT. However, if the employer is interested in potentially utilizing WIOA funds to support the RA program for On-the-Job Training or other services in the future, they would need to have the program placed on the ETPL. The process for doing so is outlined below.

Does an apprenticeship program used in conjunction with IWT need to be registered with the “registry agency?”

The “registry agency” in the state of Iowa is the USDOL Office of Apprenticeship. While official registration with USDOL as a Registered Apprenticeship program is not required for use with IWT (it is required for other WIOA services), employees involved in IWT stand to benefit more if a program is officially registered and nationally recognized. Consequently, LWDBs are encouraged to consider the nature of the apprenticeship program, its status as a registered program with USDOL or not, and the quality and impact of the training on the participating employees when deciding whether to support an IWT program.

As a follow-up performance measure to a Registered Apprenticeship, is it required to request and receive a copy of the “Certificate of Completion of Apprenticeship” when the apprentice/participant completes the RA?

While IWT participants are not included in a LWDA's overall performance accountability outcomes (as explained above), LWDA's are still required to track and document performance outcomes for IWT participants. Therefore, if an apprentice involved in IWT training completes the RA program and receives a certificate of completion (which is a

recognized credential), then yes, the LWDA should request a copy in order to properly document a positive outcome.

Which of the two training providers in a Registered Apprenticeship would need to be entered into IowaWORKS?

The Related Technical Instruction (RTI) provider will be entered into IowaWORKS. There will be a section under the training provider where you can input the employer information.

Can an employer utilize IWT to train workers employed through a temporary employment/staffing agency?

No. Workers must have an employer/employee relationship as defined by the Fair Labor Standards Act² and have an established employment history with the employer for six months or more. (This may include time spent as a temporary or other contract worker for the employer.)

Some of the workers in need of training have recently moved from the temporary agency payroll to full-time employment with the employer; are these workers eligible?

In the event that IWT is being provided to a cohort of employees, not every employee in the cohort must have an established employment history with the employer for six months or more as long as the majority of those employees being trained meets the employment history requirement.

Which companies are eligible for IWT?

IWT should be provided for private sector employers; however, non-profit and local government entities may be recipients of IWT funds if approved by the LWDB. Employers must be in operation at least twelve months, employ at least five full-time employees, and be financially viable and current on all state and federal tax obligations. Companies will be deemed ineligible if they have received payments under a previous WIOA contract and exhibited a pattern of failure to provide workers continued long-term employment as regular employees with wages and working conditions at the same level and to the same extent as similarly situated employees.

Which entities are not eligible for IWT funding?

- Employers currently receiving training funds, either directly or indirectly, from Iowa State government (unless those training funds do not duplicate the training efforts outlined in the IWT application);
- Training providers, unless it is to address the skills gaps of the training provider's incumbent workers; or,
- Workforce Development Boards or administrative entities.

Are agencies that receive funds from the federal government eligible for IWT funding?

Yes, however their contribution to the training costs must not come from their pool of federal dollars. Instead, their contribution must come from another source.

How is Employer Size Determined?

Employer size is based on the number of employees currently employed (at the time of the execution of the IWT contract) at the local operation where the IWT program will take place. This applies to all employers, including employers with seasonal or intermittent employee size fluctuations. Employers must provide documentation that indicates their organization's size.

How does an employer submit an application and become approved for an IWT Program?

Upon receipt of a completed Incumbent Worker Training Employer Application, the application will be reviewed to determine the employer's eligibility for IWT funding. More information may be requested from the employer to determine eligibility. Applications should be submitted at least 30 days prior to the start date of the desired Incumbent Worker Training. The application must be reviewed for eligibility and approved. Then, a contract for delivery of Incumbent Worker Training is drafted, approved and signed by all parties. This contract must be executed prior to the start date of the IWT. Funding cannot be provided for any costs for an Incumbent Worker Training program that starts before the contract for delivery of training has been executed.

What information is an employer required to submit on the employees to be trained?

WIOA requires the following information collected for each incumbent worker trainee:

- Name
- Contact information
- Social Security number
- DOB
- Citizenship/right to work status
- Selective Service compliance
- Participant characteristics.

A participant roster including occupation title, date of employment, actual training start and end date, completion of training, and credentials or certificates awarded is included as part of the IWT contract. Documentation of the six-month employment requirement should also be submitted.

How are employers reimbursed for approved training expenses?

The LWDA will provide the employer with the required forms to complete for expense reimbursements. Employers should submit the reimbursement requests after the completion of training. WIOA Section 181 prohibits funding of foreign travel costs; therefore, travel for training should be included in employer match. Final expenses must be reported within thirty (30) days after training activities are complete or the agreement end date, whichever is the earliest end date of program activity.

What information is required for reimbursement of expenditures covered in the agreement?

Before an invoice can be paid, the following documentation must be received:

- Copy of paid employer or training provider invoice. The invoice should include the date(s) and type(s) of training provided.
- Copy of the check with which the invoice was paid or other documentation as evidence of payment.
- For each training program or session, a copy of the participant roster, which includes trainees' names, last four (4) digits of SSN, the date(s) and type(s) of training, completion and credentials/certificates awarded should be noted on each roster. In addition, this roster should include the signature of the trainer or employer certifying that the listed employees did participate in the training.
- Documentation of matching expenditures such as payroll registers, copies of paid travel costs, etc.

What information will the employer need to maintain for the Training Program Assessment reviews?

Once training begins, the employer should maintain adequate records of the costs associated with the training and benefits the training activities have provided to the employer and to the employees. This information will be used to document the impact the training has had on employee retention, wages, promotions, efficiency, etc.

If an LWDA will be entering into a contract with a technical college to provide training, would the college complete the Contractor Affidavit or the Subcontractor Affidavit?

If an LWDA will be paying the employer directly, then the employer would complete the Contractor Affidavit and the technical college would complete the Subcontractor Affidavit. If the LWDA will be paying the technical college directly, then they will need to enter into a separate training contract directly with the technical college and would complete the IWT Employer Agreement with the employer without the affidavits included.

Can the Signatory Authority and the Negotiator's Authority be signed by the same entity?

Yes, both documents can be notarized by the same party.

Incumbent Worker Training Pre-Award Checklist

INCUMENT WORKER TRAINING PRE-AWARD CHECKLIST

*To be completed by the LWDA in conjunction with review of submitted application for incumbent worker training.

Section 1: Employer Information		
Employer legal business name:	*FEIN #:	*DUNS#
*Verify FEIN and DUNS through sam.gov and/or sos.ga.gov and attach verification copy		
Contact person:	Title:	
Employer address:		
City:	State:	Zip:
Phone:	Email:	
Years in operation at current location:		
Employer size/ # of current employees at time of contract:		
Include names under which the employer, including predecessors and successors in interest has operated:		

Section 2: Employer Review	
The employer has been in business for 12 months. *Verify	
The employer has provided a copy of the business license. *Verify	
The employer employs at least 5 full-time employees. *Verify	
The employer has provided documentation of the number of employees currently employed at the local operation where the training will occur. *Verify	
The employer meets the Fair Labor Standards Act requirements for employer-employee relations and has an established employed history with the trainees for six months or more. (Exception for Cohort training) *Verify	
The employer is current on all tax obligations. *Verify	
The employer sought WIOA assistance in connection with past or impending Job losses at other facilities owned by this employer or from a part of the employer that is relocating. *Attestation	
The employer has previously filed WARN notices. *Verify	
The employer verifies that WIOA funds will not be used to relocate operations in whole or in part. *Attestation	
If the employer has relocated from any U.S. location, did the relocation result in a layoff at the previous location? *Attestation	
If a layoff occurred due to relocation, has the employer operated in the current location for 120 days? *Verify	

Citations: WIOA 683.260, TEGL 19-16, State Policy

Section 3: Authorized Signatures

I hereby certify that the above information is, to the best of my knowledge, true and correct.

Employer Signature _____ **Date** _____

Title _____ **Type/Print Name** _____

I certify that I have verified items needed for the Pre-Award Review and that the Employer meets the requirements for IWT.

LWDA Signature _____ **Date** _____

Title _____ **Type/Print Name** _____

Attachment A – Incumbent Worker Training Application

INCUMBENT WORKER TRAINING APPLICATION

*To be completed by the applicant and/or Lead Applicant. *All requested information on this form must be provided.

Section 1: Employer Information

Employer Name:		
Street/Mailing Address:		
City/State/ZIP:		County:
Employer Contact Person:		Title:
Phone #:	Ext. #:	Fax #:
E-mail Address:	Website:	
Description of Employer Product (s) or Service(s):		
Years in Operation in the State of Iowa:		
Years in Employer at Current Training Location:		
Staffing agency used for new-hires? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Number of Full-time employees:	Number of Part-time Employees:	Number of Seasonal Employees:
Employer Type (check all that apply): Corporation <input type="checkbox"/> ; Sole Proprietor <input type="checkbox"/> ; Partnership <input type="checkbox"/> ; Private For-Profit <input type="checkbox"/> ; Private Not-for-Profit <input type="checkbox"/>		
Federal ID #:	IA UI #:	NAICS Code:
Is this employer a subsidiary of another employer or affiliated with a parent employer? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, provide the following information about the parent/affiliated employer if different from the above or indicate "Same" below.		
Parent/Affiliated Employer Name:		
Street/Mailing Address:		
City/State/ZIP:		County:
Authorized Representative:		Title:
Phone #:	Ext. #:	Fax #:
E-mail Address:	Website:	

Section 2: Employer Status Information	Check Yes Or No	
Employer is current on all Iowa state taxes.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer is current on all federal taxes.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer is current on all county, city and local taxes.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer has filed for bankruptcy recently.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer has outstanding judgment liens filed.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer has operated in the local area for at least 12 months.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer received IWT funding in the last year.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer is union affiliated. If yes, attach a letter of endorsement from union official.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer has or plans to have other training in addition to IWT.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer has outstanding wage and hour, health and safety or discrimination complaints or adverse decisions?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer has experienced a sale or change of ownership?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer has had a reduction in the number of hours or number of shifts?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Employer experienced layoffs in the previous 12 months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Training Necessary Due To:	Check Yes or No	
Company Expansion	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Changing industry requirements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Retooling	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Introduction of new services/product lines	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Expansion of physical operations/production lines	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Organizational restructuring	Yes <input type="checkbox"/>	No <input type="checkbox"/>
New technology	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Anticipated Outcomes of Training: Check Yes or No	
Will result in wage increases: Yes <input type="checkbox"/> No <input type="checkbox"/>	Will create new jobs within the company: Yes <input type="checkbox"/> No <input type="checkbox"/>
Will significantly increase employee skills: Yes <input type="checkbox"/> No <input type="checkbox"/>	Will provide industry certifications : Yes <input type="checkbox"/> No <input type="checkbox"/>
Will result in ability for trainee to advance within the company: Yes <input type="checkbox"/> No <input type="checkbox"/>	Will address identified skills gaps: Yes <input type="checkbox"/> No <input type="checkbox"/>
Will result in continued employment and no reduction in wages: Yes <input type="checkbox"/> No <input type="checkbox"/>	Will assist in the training of veterans: Yes <input type="checkbox"/> No <input type="checkbox"/>
Will make the company location more competitive: Yes <input type="checkbox"/> No <input type="checkbox"/>	Will assist in the training of minorities: Yes <input type="checkbox"/> No <input type="checkbox"/>
Will increase the profitability of the company: Yes <input type="checkbox"/> No <input type="checkbox"/>	Will increase the company efficiency: Yes <input type="checkbox"/> No <input type="checkbox"/>
Will be an important part of the company's overall employee development efforts: Yes <input type="checkbox"/> No <input type="checkbox"/>	Will help prevent the company relocation: Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 3: Training Information and Plan

Briefly explain how IWT will address the identified skills gaps, improve employee retention, impact company stability and increase the competitiveness of the employer and employee by either:

1. upgrading their skills and knowledge to retain their current job **or**
2. gaining new skills and knowledge so they qualify for a different job with their employer and
3. gain new skills to avert potential layoff.

Indicate and explain if training is for 1, 2, or 3 above:

Identify the skills gaps requiring training.

Amount of IWT funds requested: \$

Amount of Employer Match: \$

Anticipated Training Start date:

Training End date:

Total Training Duration - # of hours/weeks:

Total Number of Trainees:

Number of Planned Cycles:

Planned Number of Trainees per cycle:

Total number of Training Hours per Employee:

Number of Training Hours per Cycle:

Training will result in industry recognized certification: Yes No

Type or Title of Certification:

Training Course Title:

Training Course Description: Include description of proposed training project. Be specific. Include job titles or occupations of trainees, departments, type of training is different by title and department, identified skill gaps and how training addresses skills improvement; or how training will impact company advancement opportunities; or how training increases company competitiveness; or other training needs to be addressed.

Example:

XXX Training Provider Name

(5) Plastics Operators in the Production Department

Course: How to make plastic widgets, Number of hours - 28 hours

Training Provider – Society of Plastic Industry

\$500 per trainee - \$2500.00 course cost

Successful completers receive a National Certification in Plastics – NCP Certified Operator

Current plastic operators are not skilled in making plastic widgets. In learning the new skill, 5 operators will be able to train other employees and increase the employees and the employer’s competitiveness.

Please provide or attach detailed information on the training curriculum.

Occupations requiring training assistance (including skills requirements of the occupations):

List of competencies employees will attain:		
Training Provider will be: In-house <input type="checkbox"/> ; Public institution <input type="checkbox"/> ; Private Training Institution <input type="checkbox"/> ; Private Trainer/Instructor <input type="checkbox"/>		
Training will be provided: On-site <input type="checkbox"/> ; At Training Institution <input type="checkbox"/> ; Other site (specify):		
Training Provider Information		
Name of Training Provider (in-house, institution, or individual):		
Name of Training Provider Contact:		
Street/Mailing Address:		
City/State/ZIP:		
Phone #:	Ext. #:	E-Mail:
Identify/describe the trainer's credentials:		

Section 4: Training Budget	
Please apply for only the amount needed to meet immediate needs and that clearly support the training plan above. All expenses must be reasonable, necessary and allowable. Any part of the budget may be removed or adjusted prior to application approval.	
Employer Non-Federal Share: Employers eligible for IWT funding must provide a portion of the training costs as a non-Federal share. This share may be in the form of wages paid during training or a direct percentage of the costs of training. The portion of the non-Federal share that an employer must contribute shall not be less than 50%.	
Training Costs	
<u>May Qualify For Reimbursement Costs</u> <ul style="list-style-type: none"> • Training materials and supplies including manuals • Training tuition or registration • Instructor/trainer wages (If not included in tuition) • Materials and supplies • Certification/Testing 	<u>Non-Reimbursable Costs</u> <ul style="list-style-type: none"> • Trainee Wages • Purchase of any item or service that may possible be used outside of the training budget (to include computer equipment and non-training related software • Travel expenses of trainers or trainees • Advertisement or recruitment • Purchase of capital equipment • Capital improvements • Costs incurred prior to approval of IWT • Meals, lodging or travel – (Exception for lodging for trainer/instructor if necessary) • Membership fees/dues • Conferences
IWT Training Budget Total Training Project - (Insert copy of completed IWT Calculation Tool.)	

Section 5: Authorization and Certification

As the authorized representative of the employer submitting this application, I hereby certify the following:

1. I have read the SCIWA Incumbent Worker Training guidelines and policies;
2. The employer meets the requirements for IWT and is eligible to submit this application;
3. The information contained in this application is true and accurate and reflects the intentions of the IWT program;
4. I am aware that any false information, intentional omissions or misrepresentations may result in rejection of the application and possible disqualification for future funding;
5. I am aware that any false information, intentional omissions or misrepresentations my subject this employer to civil or criminal penalties;
6. I understand that training materials purchased 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;
7. The employer agrees to adhere to all reporting requirements and to respond to a Customer Satisfaction Survey(s) if asked;
8. The employer agrees to provide all requested data elements as required for federal reporting, and
9. The employer assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA as follows: WIOA Section 188 specifies that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under or denied employment in the administration of or in connection with any such program or activity because of race, color, religion, sex (as otherwise permitted under Title IX of the Education Amendments of 1072), national origin, age, disability or political affiliation or belief or solely because of the status of the individual as a participant in a program or activity receiving WIOA funds;

Signature _____ Date _____

Title _____ Type/Print Name _____

Incumbent Worker Training Employer Agreement

INCUMBENT WORKER TRAINING AGREEMENT

Incumbent Worker Training Agreement # _____

- I. This Incumbent Worker Training (IWT) Agreement is between _____ listed below, and hereinafter referred to as the Employer and _____, hereinafter referred to as _____. The parties agree that the Employer shall provide training in accordance with the provisions and terms in this Agreement. The _____ shall oversee and manage the provision of training and shall make a payment to the Employer for satisfactory performance in accordance with the terms and conditions included herein.
- II. **Purpose:** Under the terms and conditions of this Agreement, the Employer agrees to provide training to incumbent employees necessary to retain a skilled workforce, improve the skills of employees, increase the competitiveness of the employee and the Employer or to retain or avert layoffs of the employees trained.)
- III. **Period of Performance:** This Agreement shall be effective as of _____ and shall remain in effect until _____, or until all approved training initiated under this Agreement are completed, whichever is first. Furthermore, approved

training plans still in effect after the end date of this AGREEMENT shall continue under the provisions of the Agreement until said approved training plans have been completed.

- IV. **Funding:** Funding for the services rendered as part of this Agreement is provided by funds from the Workforce Innovation and Opportunity Act of 2014, as amended (herein referred to as WIOA) through a grant agreement between the state grantor and _____. Employer agrees that in the event that funds for carrying out the functions to which the Agreement relates are suspended or terminated in whole or in part, this Agreement shall be terminated immediately without further obligation of the _____, except that _____ shall reimburse Employer for its previously incurred costs.
- V. **Compensation:** Payments to Employer shall be reimbursements made upon receipt of an invoice from the Employer to _____ which shall be submitted by the Employer on a monthly basis during the term of this Agreement. The invoice shall request reimbursement for allowable expenses incurred during the previous month. Invoices shall only include allowable costs incurred by the Employer during the invoice period. _____ reserves the right to withhold reimbursement of any costs reflected on invoices submitted by the Employer if, after its reviews, it determines that said costs are not allowable. Invoices free of errors and/or omissions shall be processed within 30 business days after receipt.
- VI. The Employer must comply with the approved IWT Application requirements and budget. Failure to comply may result in repayment of all IWT reimbursements and termination of this Agreement.
- VII. The total amount to be paid to the Employer under terms of this Agreement shall not exceed \$_____ per trainee or \$_____ in total. All payments are contingent on the availability of funding.
- VIII. **Terms and Conditions:** The parties to this Agreement hereby agree to the following terms and conditions:

A. Employer Agrees to:

- 1. Adhere to all conditions set forth in **ATTACHMENT A, Incumbent Worker Training Application**, and subsequent addendums which are labeled **ADDENDUM A, Incumbent Worker Training Budget, ADDENDUM B, Incumbent Worker Trainee Roster** and **ADDENDUM C, Trainee Skills Gap/Training Plan** attached hereto and made a part hereof.
- 2. Adhere to the WIOA requirements for paying the non-Federal share of the cost of providing the training. The non-Federal share provided by an Employer may include the amount of the wages paid by the Employer to a worker while the worker is attending training, equipment purchased for training, curriculum development costs, travel and lodging costs, etc.. The Employer may provide the share in cash or in kind, fairly evaluated. Official payroll records, time and attendance sheets, invoices for equipment purchases, etc. must be utilized to determine the amount of the Employer's share of cost. The Employer non-Federal share is dependent on the size of the Employer and shall not be less than: 50%
- 3. Provide documentation that indicates Employer size. Employer size is based on the number of employees currently employed at the local operation where the Incumbent Training placements will be made. Employer Size is determined by the number of employees at the time of the execution of the Incumbent

Worker Training contract. This applies to all Employers, including Employers with seasonal or intermittent employee size fluctuations.

4. Complete and sign Form W-9, Request for Taxpayer Identification Number and Certification labelled **ATTACHMENT** ____, attached hereto and made a part thereof.
5. Hold the _____ their officers, agents and employees harmless from any and all claims or any kind, including, but not limited to, costs and expenses, on account of any suits or damages, including death, sickness or injury to persons or property arising from or connected with the program described herein and/or the operations of the EMPLOYER, its agents, representatives or employees.
6. Comply with the requirements for debarment and suspension in accordance with [Executive Order 12549](#) and [12689, 2 CFR 180](#) and the requirements for a drug-free workplace codified at [29 CFR Part 94](#).
7. Comply with all applicable Federal, State and local laws including but not limited to: the Workforce Innovation and Opportunity Act of 2014 and its implementing regulations.
8. Maintain records for the IWT trainees and make copies available including: (1) documentation of employment history to verify six months employment history requirement (2) accurate daily time and attendance records showing the date of each day in which IWT occurs and the hours of IWT per day and (3) documentation of employer match including payroll records showing gross/net wages paid during the training hours. The Employer will retain all records pertinent to this Agreement for a period of six years from the end of the program year in which the Agreement ends. The aforementioned records will be retained beyond the six years if any litigation or audit is begun or if a claim is instituted involving the agreements covered by the records. Employer agrees to provide copies of the daily time and attendance records, payroll documentation, and proof of unsubsidized employment within 30 days of the end of the month in which IWT occurs. Failure to provide the required documentation may result in forfeiture of the payment to the Employer.
9. Comply with Monitoring, audit and review of the progress of training and inspection and copy and/or authorized local, State or Federal representatives of any records, books, papers, and documents which relate to this Agreement for compliance with the terms of this Agreement. Should any findings arise that warrant an audit, the _____ may employ an independent auditor to examine the Employer's records at the expense of the Employer. Such inspection may take place with or without notice at any time during normal Employer hours wherever the records are maintained; provided, if the Employer maintains or relocates any or all of the records outside the county of employment or service provision, it shall make them available, at its expense, either at some reasonable location in the county of employment or service provision, upon reasonable demand and notice. The Employer will be responsible for resolution of findings disclosed within the audit. The Employer will reimburse _____ for all unresolved audit exceptions associated with this Agreement. Failure to reimburse _____ for unresolved audit exceptions will result in making the Employer ineligible for future consideration for WIOA funding.
10. If the Employer does not have established employee grievance procedures, the Employer agrees to abide by the procedure provided by the _____.

11. Participate in any follow-up efforts conducted by ____ or its authorized representative to evaluate IWT effectiveness.

B. Employer Assurances: The Employer further assures and certifies to adhere to the following provisions:

1. [20 CFR 680.790](#) specifies that the training be conducted with a commitment by the Employer to retain the trained participants.
2. [WIOA Section 134 \(d\)](#) and [20 CFR Section 680.820](#) specifies that Employers participating in IWT are required to pay the non-Federal share of the cost of providing training to incumbent workers. The amount of non-Federal share depends upon factors such as the number of employees participating in the training, the wage and benefit levels of the employees (at the beginning and anticipated upon completion of training), the relationship of the training to the competitiveness of the Employer and employees and the availability of other Employer provided training and advancement opportunities. Employer non-Federal share of IWT is specified in **ADDENDUM A, IWT Budget**.
3. [20 CFR Section 680.830](#) specifies that funds provided to EMPLOYERS for Incumbent Worker Training must not be used to directly or indirectly assist, promote or deter union organizing.
4. [20 CFR Section 680.840](#) specifies that WIOA funds may not be used to directly or indirectly aid in filling of a job opening which is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling is otherwise an issue in a labor dispute involving a work stoppage.
5. [20 CFR Section 683.260](#) specifies that WIOA funds must not be used for Incumbent Worker Training for employees of any Employer or part of an Employer that has relocated from any location in the US until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing their job at the original location.
6. [20 CFR Section 683.270](#) specifies that a participant in a WIOA program activity 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).
7. [20 CFR Section 683.270](#) specifies that a WIOA program or activity must not impair existing contracts for services or collective bargaining agreements. When the program or activity would be inconsistent with a collective bargaining agreement, the labor organization and Employer must provide written concurrence before the activity begins.
8. [20 CFR Section 683.270](#) also specifies that a participant may not be employed in or assigned to a job if: (1) any other individual is on layoff from the same or any substantially equivalent job; (2) 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 created with the WIOA participant; (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers as of the date of the participation.
9. [20 CFR Section 683.275](#) specifies that individuals employed in activities under WIOA must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same Employer and who have similar training, experience and skills.
10. [20 CFR Section 683.275](#) specifies that individuals employed in programs and activities under WIOA must be provided benefits and working conditions at the

same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.

11. [20 CFR Section 683.280](#) specifies that health and safety standards established under federal and State law otherwise applicable to working conditions of employees are equally applicable to working conditions of participants engaged in programs and services under WIOA. To the extent that a State workers' compensation law applies, workers' compensation must be provided to participants in program and activities under WIOA on the same basis as the compensation is provided to other individuals in the State in similar employment. Information on how to comply with Iowa law.
12. [WIOA Section 134 \(d\)](#) states that Employers participating in IWT shall be required to pay for the non-Federal share of the cost of providing the training to incumbent workers of the Employers. The LWDBs shall establish the non-Federal share of such cost (taking into consideration such other factors as the number of employees participating in the training, the wage and benefit levels of the employees (at the beginning and anticipated upon completion of the training), the relationship of the training to the competitiveness of the Employer and employees, and the availability of other Employer-provided training and advancement opportunities.
13. [WIOA Section 181 \(b\) \(1\)](#) specifies that no WIOA funds shall be used to pay the wages of participants during their participation in economic development activities provided through a statewide workforce development system.
14. [WIOA Section 188](#) specifies that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under or denied employment in the administration of or in connection with any such program or activity because of race, color, religion, sex (as otherwise permitted under [Title IX of the Education Amendments of 1972](#)), national origin, age, disability or political affiliation or belief or solely because of the status of the individual as a participant in a program or activity receiving WIOA funds.
15. [WIOA Section 188](#) specifies that no participants shall 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 with the exception of maintenance of facilities that are not primarily use for instruction or worship and are operated by organizations providing services to WIOA participants.
16. [29 CFR 38.10 \(d\) \(e\) \(f\)](#) As provided in [29 CFR part 38](#), [29 CFR part 32, subpart B](#) and [subpart C](#) and appendix A, which implement the requirements of Section 504 pertaining to employment practices and employment-related training, program accessibility, and reasonable accommodation, have been incorporated by reference. Employers, employment agencies, or other entities covered by Titles II and III of the ADA should be aware of obligations imposed by those titles. See [29 CFR part 1630](#) and [28 CFR part 35](#). Similarly, recipients that are also Employers covered by the anti-discrimination provision of the Immigration and Nationality Act should be aware of the obligations imposed by that provision. See [8 U.S.C. 1324b](#).
17. [WIOA Section 194 \(5\)](#) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity under this title.
18. [WIOA Section 194 \(13\)](#) Services, facilities or equipment funded under WIOA may be used, as appropriate, on a fee-for-service basis, by Employers in a

local area in order to provide employment and training activities to incumbent workers – (A) when such services, facilities or equipment are not in use for the provision of services for eligible participants under this title; and (B) if such use for incumbent workers would not have an adverse effect on the provision of services to eligible participants under this title; and (C) if the income derived from such fees is used to carry out the programs authorized under this title.

19. 2 CFR 200.112 No individual in a decision making capacity will engage in any activity, including the administration of the IWT contract supported by WIOA funds, if a conflict of interest, real or apparent, is present. A conflict of interest may arise in the event that an employee under this contract is an immediate family member (or partner) of an individual engaged in a decision making capacity with the LWDA, the LWDB, the Employer or an organization that has a financial or other interest in the firm or organization selected for the contract. Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparents, grandchild, half-brother, half-sister, first cousin or individual residing in the same household. In the event of a potential conflict of interest, the Employer will notify the LWDB Executive Director in writing. The Employer shall agree by signing the Conflict of Interest Statement marked **ATTACHMENT B**;
20. The Employer must meet the provisions of Iowa Immigration laws by signing the affidavit marked **ATTACHMENT C and C1**, attached hereto and made a part hereof;

C. The _____ will provide the following functions

1. Reimburse necessary, reasonable and allowable IWT costs in accordance with **ADDENDUM A, IWT BUDGET** and as specified in **V. Compensation** above.
2. Conduct regular oversight and monitoring of its WIOA activities and those of its subcontractors in order to:
 - a) Determine WIOA allowable expenditures
 - b) Determine compliance with provisions of the WIOA and WIOA regulations and other applicable laws and regulations;
 - c) Provide technical assistance to subcontractors as necessary and appropriate
 - d) Evaluate the effectiveness of training.

D. Modification/Amendments: This contract may be modified only by execution of a written amendment signed by both parties. This Agreement may be modified at any time prior to the last date of the Agreement performance. No backdated or retroactive modifications are allowable. Any modifications must be made by execution of a written, signed modification. If the training plan, the total training hours, the terms of the Agreement or the work location changes, the Agreement must be promptly modified. The Employer must submit any request for modification in writing.

E. Termination: Either the Employer or SCIWA may terminate this contract for any reason by providing the other party with a 30 day written notice. Notice must be posted by certified mail, return receipt requested.

If through any cause, the Employer shall fail to fulfill its obligations under this contract, or if the Employer shall violate any of the covenants, representations or stipulations of this contract, ___ shall have the right to immediately terminate the contract by giving written notice to the Employer of such termination. The Employer shall be entitled to receive just and equitable compensation for allowable costs incurred in the performance of its duties under this contract until termination.

The ___ shall promptly notify the Employer in writing of the determination and the reasons for the termination, together with the effective date, such notice must be posted by certified mail, return receipt requested. Notice of termination may specify a later date, but provision of a later date shall not relieve the Employer of ultimate liability for any funds later determined to be unallowable.

The Employer and ___ agree to all of the terms set forth in this contract and have executed the contract as of the ___ day of _____.

EMPLOYER

Company: _____
 Address: _____
 City/State/Zip: _____
 Phone #: _____
 FAX #: _____
 Email: _____
 # of Employees _____

LWDA

Agency/Organization: _____
 Address: _____
 City/State/Zip: _____
 Phone #: _____
 FAX #: _____
 Email: _____

Signature of Authorized Official

Typed Name/Title of Authorized Official:

Name/Title of Person(s)
 Authorized to sign WIOA invoices:

Signature of Authorized Staff

Typed Name/Title:

LWDA Contact Person:

WIOA Administrative Entity List Applicable Contact Information

Addendum A – Incumbent Worker Training Budget

Incumbent Worker Training Budget		
Employer:	Match Percentage:	
Category	IWT Funds Total	EMPLOYER Match Total
Training Registration/Tuition		
Instructor/Trainer Wages (if not included in Tuition)		
Manuals/Textbooks		
Certification/Testing		
Materials/Supplies		
Training Equipment Purchase	X	
Trainee Wages	X	
Employee Training-related travel, lodging and food	X	
On-site facility usage	X	
Off-site facility usage	X	
Other (specify)	X	
Total Training Costs:		
Employer's Portion of WIOA Eligible Training Costs:		Total Cost Per Trainee:
IWT Cost per trainee:		
Please attach IWT Calculation table with entered budget		

Addendum B – Incumbent Worker Training Roster

Incumbent Worker Training Roster Documentation of Trainee Employment

Employer Name:

Authorized Employer Signature:

Training Course Name:

Dates Covered:

Instructions:

- 1. The Employer may substitute an employee ID number for the last four digits of the employee's SSN.
- 2. The Credential or Certificate earned must not be an attendance document. It must represent skills or knowledge acquired.
- 3. Employment History Documentation – Record date of permanent employment (may include time spent as a temporary/contract worker for the Employer). Verification of employment should be provided by the Employer.

Trainee/Employee Name	Last 4 digits SS#	Job Title	Date Employed	Actual Training Start Date	Actual Training End Date	Completed Training (Yes/No)	Type of Credential or Certificate

Addendum C – Trainee Skills Gap/Training Plan

Trainee Skills Gap/Training Plan (Complete for each trainee)				
EMPLOYER:				
TRAINEE:	OCCUPATION:	SVP:		
TRAINING OUTLINE:				
COMPETENCIES TO BE ATTAINED AS A RESULT OF INCUMBENT TRAINING ACTIVITIES	*TRAINING METHOD	*MEASUREMENT METHOD	EVALUATION (**RATE 0-3)	
			PRE	POST
*TRAINING AND/OR MEASUREMENT METHODS (LIST ITEM NUMBER OF ALL THAT APPLY): 1- DEMONSTRATION/CLASSROOM 2 – OBSERVATION 3 - VERBAL INSTRUCTIONS 4 - WRITTEN INSTRUCTIONS 5 - VERBAL TEST 6 - WRITTEN TEST				
**RATING SCALE 0 - CAN DO NO PART OF THE TASK; TRAINING NEEDED 1 - CAN DO ONLY SIMPLE PARTS OF THE TASK (50%) 2 - CAN DO MOST OF THE TASK (51% to 80% proficiency) 3 - CAN DO ALL PARTS OF THE TASK, NO TRAINING IS NEEDED				

Attachment B – Conflict of Interest

INCUMBENT WORKER TRAINING CONFLICT OF INTEREST CERTIFICATION

The Employer agrees that no individual in a decision making capacity will engage in any activity, including the administration of the IWT contract supported by WIOA funds, if a conflict of interest, real or apparent, is present. A conflict of interest may arise in the event that an employee under this IWT contract is an immediate family member (or partner) of an individual engaged in a decision making capacity with _____ Board, the _____ or the Employer.

Immediate family is defined as husband, wife, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparents, grandchild, half-brother half-sister, first cousin or individual residing in the same household or an organization that has a financial or other interest in the firm or organization selected for the IWT contract. In the event of a potential conflict of interest, the Employer must notify the _____ in writing, of the potential conflict. No action regarding the individual may take place until approved by the _____ in writing.

Employer Name _____

Authorized Signatory _____

Printed Name and Title _____

Date _____

Attachment C – Contractor Affidavit

INCUMBENT WORKER TRAINING CONTRACTOR AFFADAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with Iowa Immigration Laws stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,
20__.

NOTARY PUBLIC

My Commission Expires:

Affidavits shall be maintained by ___ for 5 years from the date of receipt. Information may be subject to the Open Records Act unless protected.

Attachment C1 – Subcontractor Affidavit

INCUMBENT WORKER TRAINING SUBCONTRACTOR AFFADAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with Iowa Immigration Laws, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public Employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required. Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five Employer days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five Employer days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,
20__.

NOTARY PUBLIC

My Commission Expires:

Affidavits shall be maintained by ____ for 5 years from the date of receipt. Information may be subject to the Open Records Act unless protected.

Incumbent Worker Training Employer Document Checklist

Incumbent Worker Training Employer Document Checklist		
Job Description(s)	A list for general tasks, or functions, and responsibilities of a position. It may often include to whom the position reports, specifications such as the qualifications or skills needed by the person in the job, and a salary range	Yes <input type="checkbox"/> No <input type="checkbox"/>
Starting Wage	Starting hourly/salary wage for position offered	Yes <input type="checkbox"/> No <input type="checkbox"/>
Location of training	Physical location of training	Yes <input type="checkbox"/> No <input type="checkbox"/>
Trainer(s)	Name and title of individual conducting training	Yes <input type="checkbox"/> No <input type="checkbox"/>
Business License of company, corporation, or partnership.	Copy of business license	Yes <input type="checkbox"/> No <input type="checkbox"/>
Proof of Bonding, Insurance, Workers Compensation	Copy of current bond/insurance/workers compensation policy	Yes <input type="checkbox"/> No <input type="checkbox"/>
Proof of Legal Status of Corporation, affiliates (Certificate from Secretary of State)	Updated letter from Secretary of State	Yes <input type="checkbox"/> No <input type="checkbox"/>
Proof of Signatory Authority	Letter on official letterhead stating signatory authority	Yes <input type="checkbox"/> No <input type="checkbox"/>
Identification of official contact person	Letter on official letterhead stating official contact person	Yes <input type="checkbox"/> No <input type="checkbox"/>
Proof of Negotiator's Authority	Letter on official letter head stating negotiator's authority	Yes <input type="checkbox"/> No <input type="checkbox"/>
IRS Employer ID (EIN number)	Federal EIN number is used by the IRS to identify you as a tax paying business entity, and many people think of a Tax ID or EIN Number as their business social security number. Current copy of Form W-9	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iowa State Withholding Tax Registration number.	The State Taxpayer Identification Number (STIN) serves as a reference for your business' tax licenses, liabilities and credits	Yes <input type="checkbox"/> No <input type="checkbox"/>
DUNS #	Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business. D-U-N-S Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Proof federal and state taxes are current	Current copy of 941. Employer's Quarterly Federal Tax Return. Copy of DOL 626, proof Unemployment Insurance is paid	Yes <input type="checkbox"/> No <input type="checkbox"/>
Verify WARN Notices	Contact the State Rapid Response Unit to verify receipt of a WARN notice	Yes <input type="checkbox"/> No <input type="checkbox"/>

Incumbent Worker Training Employer Site Monitoring

Incumbent Worker Training Employer Site Monitoring Form

NOTE: The reviewer should document within their monitoring work papers, a detailed listing and copies - of payroll records, time & attendance sheets which were reviewed.

Employer Name:

Contact:

Phone:

LWDA staff Contact:

Contract Number:

Contract Amount:

Contract Start Date:

Contract End Date:

Has the contract been amended? Yes No

If no, explain

Incumbent Worker Trainees Enrolled

Trainee Name	Title

Employer/Supervisor Review

List the names of the employer supervisory/management staff and job title interviewed:

Name	Job Title

Supervisor Review Questions

Does the employer understand the terms and general provisions of the IWT contract? Yes No

Are IWT trainee(s) related to anyone with the employer? (If "Yes", explain) Yes No

Were there changes in the IWT training plan? (If "Yes", was LWDA staff notified?) Yes No

Does the training plan state the skills to be mastered by the trainee? Yes No

Is the trainee demonstrating the ability to learn and apply the new skills outlined in the IWT training plan?

Has there been any attendance and/or punctuality problems? Yes No

Do IWT trainee(s) receive constructive feedback regarding job performance? Yes No

Are there any other trainee challenges/achievements? (Please explain.) Yes No

Fiscal Review

How many positions are funded?

Were there decreases in wages after training? (If "Yes", explain) Yes No

Do time, attendance, and payroll records support invoices submitted? Yes No

Do the results of the review of financial records compare with the terms of the contract? Yes No

Will the total amount expended on the project equal the total IWT Contract amount? (If no, please explain)
Yes No

Has the employer established a system/storage space and are they maintaining financial records for at least the minimum time period established in the contract? Yes No

Are the following source documents maintained by the contractor for at least the minimum time period as established in the contract? (If "No", explain) Yes No

- Bank Statements – Time/Attendance Records
- Cancelled Check – Pay Roll

Training Outcome & Needs

To assure measurable training outcomes, are there documented evaluations of the trainee's progress and effectiveness of the training in meeting the objectives of the training plans? Yes No

Does the employer plan to provide further education or training to the trainee once they finish the program? Yes No

Does the employer have any anticipated staffing/IWT needs? (If "Yes", explain) Yes No

Are you satisfied with the services provided by the IWT program? Yes No

COMMENTS: Are there any other issues, concerns or recommendations for improvement to the program, i.e. employer screening & determining eligibility for appropriate IWT trainees, developing a smooth process for all IWT stages to include Pre- to Post-evaluation, LWDA staff/employer relationship, etc.?

Trainee Review

Name of IWT Trainee Interviewed:

Job Title:

Do you regard this training as a good way of learning this job? Yes No

Who is the person most responsible for your training? Yes No

How does your supervisor let you know how you are performing on the job? Yes No

If the training resulted in a pay increase, what was your hourly wage when you started? Now? Yes No

What have you learned during your training? Yes No

Do you have any complaints that you cannot discuss with your supervisor? If yes, describe? Yes No

Do you have anything you would like to add? Yes No

Certification and Signature

I understand that by signing below I certify that the information provided to the LWDA staff is true and accurate.

Employer Signature

Date

I understand that by signing below I certify that I have conducted a thorough monitoring of this IWT site and interview with the employer/employer's staff and the IWT participant(s).

LWDA Staff Signature

Date

Incumbent Worker Training Questionnaire

INCUMENT WORKER TRAINING EVALUATION QUESTIONNAIRE
To be completed by Employer for each trainee.
Employer:
Name:
Title:
Trainee Name:
How important was the availability of IWT in the decision to retain/hire the individual(s)? Low <input type="checkbox"/> Moderate <input type="checkbox"/> High <input type="checkbox"/> Very High <input type="checkbox"/>
How successful was the IWT program in upskilling the individual(s) to their new or enhanced position? Low <input type="checkbox"/> Moderate <input type="checkbox"/> High <input type="checkbox"/> Very High <input type="checkbox"/>
How willing would you be to participate in another IWT project? Low <input type="checkbox"/> Moderate <input type="checkbox"/> High <input type="checkbox"/> Very High <input type="checkbox"/>
How willing would you be to recommend this program to other employers? Low <input type="checkbox"/> Moderate <input type="checkbox"/> High <input type="checkbox"/> Very High <input type="checkbox"/>
How would you rate the effectiveness of the IWT program and process overall? Low <input type="checkbox"/> Moderate <input type="checkbox"/> High <input type="checkbox"/> Very High <input type="checkbox"/>
How would you rate the value of the IWT program to your business overall? Low <input type="checkbox"/> Moderate <input type="checkbox"/> High <input type="checkbox"/> Very High <input type="checkbox"/>
Please provide any additional comments about the IWT program here:

Incumbent Worker Training Occupational Eligibility Checklist

INCUMENT WORKER TRAINING OCCUPATIONAL ELIGIBILITY CHECKLIST
Employer:
Occupation:
DOT Code:
Specific Vocational Preparation (SVP):
Starting Wage:
Ending Wage:
If the answer to any of the following questions is Yes, the occupation is not eligible for IWT. Please choose yes or no.
Is the SVP below level 2? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the occupation involve tips or piecework? Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the occupation seasonal, intermittent, or temporary? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the occupation include political or religious activity, aquarium, a golf course, swimming pool, zoo, or gambling establishment? Yes <input type="checkbox"/> No <input type="checkbox"/>
If the answer to any of the following questions is No, the occupation is not eligible for IWT. Please choose yes or no.
Is the occupation in high demand? Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the starting wage minimum wage or above? Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the occupation include benefits equal to those received by workers employed in the same or similar occupations? Yes <input type="checkbox"/> No <input type="checkbox"/>
Do the working conditions for the occupation seem safe, sanitary, and healthy? Yes <input type="checkbox"/> No <input type="checkbox"/>
Name of WIOA Staff Completing Checklist: _____ Date: _____

Incumbent Worker Training Plan Version 1

IDENTIFICATION OF SKILLS GAP WIOA INCUMBENT WORKER TRAINING PLAN

Employer:	Supervisor Name:
Trainee Name:	Employer Phone Number:
Position Title:	Employer Email:
SVP O*NET Code:	Starting Hourly Wage:
Training Start Date: Training End Date:	Estimated Employer Payment:
Hours Worked Per Week:	Estimated Training Period Earnings:
Total Training Hours:	Maximum Reimbursement:

Rating Scale for Skills:

- 0 = can do no part of the task
- 1 = basic understanding of skill, with gaps.
- 2 = intermediate mastery of skill (50%)
- 3 = full proficiency with skill – (100%)

Skills to be learned	Starting Capability Date Scored:	Mid-Point Capability Date Scored:	Ending Capability Date Scored:

The signatures below indicate that the supervisor and the IWT trainee understand and agree to the training plan, identified plan skills gaps and skills competencies to be obtained. The supervisor will evaluate the trainee by completing the skills rating columns for starting capability, mid-point capability (50%) and completion of training. A successful completion of training will be evidenced by an ending capability of 3. The last training day is identified below.

LWDA Representative Signature

Date

Supervisor Signature

Date

IWT Trainee Signature

Date

Final Training Date (OJT Completion)

Incumbent Worker Training Plan Information and Instructions – Version 1

Training Plans are used to outline the specific skill requirements for Incumbent Worker Training (IWT). They are also used as the assessment tool to document which skills the Trainee lacks at the start of the training and to measure skill attainment during the course of the training.

Job Description:

A job description may be obtained from the Employer or the IWT Provider may assist the employer in writing a job description, thus providing a “value-added” for the employer. Please modify these descriptions to be specific to employer’s needs for the occupation.

Skill Requirements:

List the skills needed to perform the job to the standards specified by the Employer. Record skills as specifically and briefly as possible. For assistance in writing skill requirements you may use the tasks and activities provided at O*NET Online (<http://online.onetcenter.org>). Please modify these skills to be specific to employer’s needs for the occupation. (Type of tools or software used)

Trainee’s Starting Capability:

Used to assess the trainee’s skill level near the beginning of the training period and to document skill deficiencies which will be addressed through training. The skills gap can be addressed in the list of “Skills To Be Learned”. The “Starting” and “Ending Capability” scores are based upon an interview with the Trainee’s supervisor or by utilizing another skill assessment method used by the employer.

Trainee’s Ending Capability:

Record the date on which the “Ending Capability” assessment is made and the skill level which has been obtained using the following rating scale:

1. Starting - Can do only simple parts of the task.
2. Mid-Point - Can do most parts of the task.
3. Ending – Meets the Employer’s standard for the task.

Training Length:

1. The IWT Provider, working with the Employer, determines the job title for the position to be trained for, referencing O*NET OnLine (<http://online.onetcenter.org>).
2. From O*NET OnLine, Job Zone/SVP parameters are obtained. Use these parameters as a beginning guide to determine the length of training.
3. The IWT Provider considers the trainee’s past work experience, knowledge, and skills gap to assist in determining the length of training.
4. An IWT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. (OWD Policy Manual 3.4.1.4)

It may be necessary to deviate from the training schedule, depending on the trainee’s ability to gain and retain knowledge of the various tasks within the occupation. If there is disruption of the planned training period through no fault of the trainee or the employer, provide modifications in writing with the Training Plan Modification Template.

Incumbent Worker Training Sample Training Plan Version 2

Trainee Skills Gap/Training Plan (Complete for each trainee)				
EMPLOYER:				
TRAINEE:	OCCUPATION:	SVP:		
TRAINING OUTLINE:				
COMPETENCIES TO BE ATTAINED AS A RESULT OF INCUMBENT WORKER TRAINING ACTIVITIES	*TRAINING METHOD	*MEASUREMENT METHOD	EVALUATION (**RATE 0-3)	
			PRE	POST
*TRAINING AND/OR MEASUREMENT METHODS (LIST ITEM NUMBER OF ALL THAT APPLY): 1- DEMONSTRATION/CLASSROOM 2 - OBSERVATION 3 - VERBAL INSTRUCTIONS 4 - WRITTEN INSTRUCTIONS 5 - VERBAL TEST 6 - WRITTEN TEST				
**RATING SCALE 0 - CAN DO NO PART OF THE TASK; TRAINING NEEDED 1 - CAN DO ONLY SIMPLE PARTS OF THE TASK (50%) 2 - CAN DO MOST OF THE TASK (51% to 80% proficiency) 3 - CAN DO ALL PARTS OF THE TASK, NO TRAINING IS NEEDED				
_____ LWDA Representative Signature		_____ Date		
_____ Supervisor Signature		_____ Date		
_____ IWT Trainee Signature		_____ Date		
_____ Final Training Date (OJT Completion)				

Incumbent Worker Training Plan Information and Instructions – Version 2

Training Plans are used to outline the specific skill requirements for Incumbent Worker Training (IWT). They are also used as the assessment tool to document which skills the trainee lacks at the start of the training and to measure skill attainment during the course of the training.

Job Description:

A job description may be obtained from the Employer or the IWT Provider may assist the employer in writing a job description, thus providing a “value-added” for the employer. Please modify these descriptions to be specific to employer’s needs for the occupation.

Skill Requirements:

List the skills needed to perform the job to the standards specified by the Employer. Record skills as specifically and briefly as possible. For assistance in writing skill requirements you may use the tasks and activities provided at O*NET OnLine (<http://online.onetcenter.org>). Please modify these skills to be specific to employer’s needs for the occupation (type of tools or software used).

Trainee’s Starting Capability:

The purpose for measuring the trainee’s skill level is to assess their needs at the beginning of the training period and to document skill deficiencies which will be addressed through training. The skills gap can be addressed in the list of “Skills To Be Learned”. The “Starting” and “Ending Capability” scores are based upon an interview with the trainee’s supervisor or by utilizing another skill assessment method used by the employer.

Trainee’s Ending Capability:

Record the date on which the “Ending Capability” assessment is made and the skill level which has been obtained using the following rating scale:

1. Starting - Can do only simple parts of the task.
2. Mid-Point - Can do most parts of the task.
3. Ending – Meets the Employer’s standard for the task.

Training Length:

1. The IWT Provider, working with the Employer, determines the job title for the position to be trained for, referencing O*NET OnLine (<http://online.onetcenter.org>).
2. From O*NET OnLine, Job Zone/SVP parameters are obtained. Use these parameters as a beginning guide to determine the length of training.
3. The IWT Provider considers the trainee’s past work experience, knowledge, and skills gap to assist in determining the length of training.
4. An IWT contract must be limited to the period of time required for a trainee to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the trainee, prior work experience, and the trainee’s individual employment plan. (OWD Policy Manual 3.4.1.4)
 - a. It may be necessary to deviate from the training schedule, depending on the trainee’s ability to gain and retain knowledge of the various tasks within the occupation. If there is disruption of the planned training period through no fault of the trainee or the employer, provide modifications in writing with the Training Plan Modification Template.

Incumbent Worker Training Plan Modification

Incumbent Worker Training Plan Modification

Employer: _____

Date Effective: _____

Changes and terms of Incumbent Worker Training plan as follows:

- Training Period is extended from Original Date: _____ to Extended Date: _____
- Maximum IWT obligation has changed to \$ _____
- The original Training Plan "Skills to be Learned" is modified, and the revised plan is attached.
- A new, additional Training Plan has been adopted adding additional skills to be learned for an upgraded position. The new Training Plan is attached.
- Other _____

Parties agree to modification by signing below:

The signatures below indicate that the supervisor and the IWT trainee understand and agree to the training plan, identified plan skills gaps and skills competencies to be obtained. The supervisor will evaluate the trainee by completing the skills rating columns for starting capability, mid-point capability (50%) and completion of training. A successful completion of training will be evidenced by an ending capability of 3. The last training day is identified below.

LWDA Representative Signature

Date

Employer Signature

Date

Reviewer Signature

Date

Incumbent Worker Training/Dual Invoice Timesheet

DATE: _____

EMPLOYER BUSINESS NAME: _____

SUPERVISOR/MANAGER NAME: _____

WORKSITE ADDRESS: _____

CITY _____ STATE _____ ZIP CODE _____

EMPLOYEE NAME: _____

SOCIAL SECURITY NUMBER (last 4 digits): _____

EMPLOYEE JOB TITLE: _____

FOR THE PERIOD BEGINNING: _____ AND ENDING: _____

LWDA USE ONLY			
CONTRACT _____	NUMBER: _____		
CLIENT TRAINING PERIOD			
FROM: _____	TO _____		
INVOICE NO: _____			
LWDA _____	PURCHASE _____	ORDER _____	#: _____

PLEASE INDICATE THE DAILY HOURS THAT THE PARTICIPANT EMPLOYEE WORKED DURING THE TRAINING PERIOD

DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		TOTAL HOURS	
HOURS WORKED																		
DATE	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL HOURS	
HOURS WORKED																		

TOTAL HOURS WORKED DURING THIS PERIOD _____. DO NOT INCLUDE PAID LEAVE, HOLIDAYS, OVERTIME AND OTHER PAID NON-WORK HOURS
 EMPLOYEE'S HOURLY PAY RATE: \$ _____ **(MUST MATCH AGREED RATE IN EMPLOYEE'S TRAINING PLAN)**

I CERTIFY THAT THE HOURS INDICATED ABOVE REFLECT THE ACTUAL HOURS WORKED BY THE EMPLOYEE DURING THE REPORTING PERIOD.

EMPLOYEE'S SIGNATURE: _____ DATE: _____
 EMPLOYER'S AUTHORIZED SIGNATURE: _____ DATE: _____

INVOICE REPORT (FOR LWDA USE ONLY)

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
TOTAL CONTRACT HOURS	TOTAL HOURS BILLED (not including this invoice)	REMAINING CONTRACT HOURS (Col A - Col B)	LESSER OF CURRENT BILLED HOURS OR (C), REMAINING HOURS	PARTICIPANT EMPLOYEE GROSS PAY THIS REPORTING PERIOD	REIMBURSEMENT PERCENTAGE CIRCLE ONE 50% 75%	TOTAL DUE TO EMPLOYER THIS INVOICE (Col E x Col F)	TOTAL HOURS BILLED TO DATE (Col B + Col D)	TOTAL BILLED TO CONTRACT (INCLUDING THIS INVOICE)

APPROVED BY FINANCE MANAGER:
 SIGNATURE: _____ DATE: _____ PRINTED NAME: _____