

# SOUTHERN WORKFORCE BOARD, INC.



## INCUMBENT WORKER POLICY

**#SWB – 122**

**January 29, 2020**  
**Revised August 23, 2023**



SWB is an Equal Opportunity Employer/Program and Activities. Auxiliary aids and services are available upon request to individuals with disabilities.

BABEL NOTICE (29 C.F.R. § 38.9(g) (3)): This document contains vital information. If English is not your preferred language, contact One Stop Operator 1414 E. Wade Watts Ave., McAlester, Ok 74501 (580)634-1853 TTD/TTY: 711 or 800-722-0353 to obtain translation and/or interpretation services for the content of this document.

## **PURPOSE**

This policy provides information regarding IWT participant eligibility and employer eligibility for reimbursement.

## **AUTHORITY**

The authority for this policy is derived from the following:

- WIOA 134(d)(4)
- WIOA 133(b)
- WIOA 181(d)(2)
- WIOA 194(13)
- 20 CFR §§ 680.320, 680.530, and 680.780 – 840
- 20 CFR § 683.200
- 2 CFR § 200
- TEGL 10-16, Change 1
- TEGL 19-16
- 29 CFR § 38.25
- OWDI 14-2017, Change 2
- OWDI 07-2018

## **MESSAGE**

Incumbent Worker Training (IWT) is designed to meet the special requirements of an employer, or a group of employers within the same industry, to retain a skilled workforce or avert the need to lay off employees. Incumbent workers benefit by acquiring the skills necessary to retain employment and/or to advance within the company. IWT must be conducted with a commitment by the employer to retain or avert the layoff of the incumbent worker or workers participating in the training.

## **INCUMBENT WORKER ELIGIBILITY**

To qualify as an incumbent worker, an individual must:

1. Be employed,
2. Meet the Fair Labor Standards Act requirements for an employer-employee relationship (29 USC Chapter 8), and
3. Have an established employment history with the employer for six (6) months or more.

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 6 months or more, as long as a majority (51% or more) meet the requirement.

Individuals receiving incumbent worker services are not subject to the eligibility criteria that apply to participants in the Adult or Dislocated Worker (DLW) 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 service(s) 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 CRITERIA**

1. The characteristics of the individuals in the program;
2. The relationship of the training to the competitiveness of the individual. For example, extra consideration might be given to employers who propose to increase the competitiveness of individuals with barriers to employment, such as how these individuals would benefit from skills gains that result in retention or advancement;
3. The relationship of the training to the competitiveness of an individual and the employer;
4. The occupation for which the incumbent worker is training must be an in-demand industry as defined by WIOA 3(23) or as determined by the SWB or planning region; and
5. Other factors SWB determines appropriate, which may include:
  - 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.
  - 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);
  - The occupations for which incumbent worker training is being provided must be in-demand as determined by SWB area-specific labor market information found in the Demand Occupations List;
  - 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;

SWB 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 Agreement.

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 SWB policy, IWT funds should not be used to support organizations which are religious or political in nature.

## **FUNDING INCUMBENT WORKER TRAINING**

Employers participating in incumbent worker training are required to pay the non-Federal share of the cost of providing training to their incumbent workers. The non-Federal share may not be less than:

- |                         |   |                                 |
|-------------------------|---|---------------------------------|
| ● 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 |

The non-Federal share provided by a participating IWT employer may include the amount of the wages paid by the employer to a worker while in incumbent worker training. The employer may provide the share in cash or with fairly evaluated in-kind contributions. The employer and the local board must track and document the employer’s cost share contributions. An accurate accounting of the non-Federal share must be kept, including how the value of any in-kind contributions have been determined. In-kind contributions will only count toward satisfying the costsharing requirement if the cost would be allowable if the employer was paying the cost instead of receiving the third party contribution. Allowable costs are determined by the tests of reasonableness, necessity, and allocability defined in 2CFR 200.402-405 – Basic Considerations.

## **Statewide Incumbent Worker Training Activities**

When accessing State IWT funds rather than local Adult and DLW allocations to pay for the Federal share of IWT, the Incumbent Worker Project Funding Proposal (Attachment A) will be utilized as the IWT Application for the State funds. Adherence to all requirements in this issuance is necessary for approval of State IWT activities. The following documents/forms must be completed by the employer and all information requested in the documents must be provided to the Oklahoma Office of Workforce Development (OOWD) prior to the proposal/application being sent to the Governor's Council for approval:

- Employer Request Letter on Company Letterhead;
- Project Funding Proposal;
- Grantee Worksheet;
- Incumbent Worker Training Employee List; and
- Anticipated Outcomes.

A Project Rating Form will be completed by the members of the Workforce System Oversight Committee (WSOC) in order to make a consensus recommendation to the Governor's Council. Please refer to the Procurement of Training section of this policy for additional requirements for the use of State IWT Funds.

Rapid Response funds may be used for State Incumbent Worker Training Activities as part of a broader layoff aversion strategy. Also, the State or the Governor's Council may make recommendations to the LWDBs for providing IWT that has a statewide impact. The LWDBs are encouraged to cultivate opportunities to appropriately support employers in their efforts to develop a more competitive workforce or avert potential layoffs, and to provide advancement and wage gains opportunities to incumbent workers within their companies.

The same non-Federal share (i.e., the employer share of the cost of training), listed in the Funding Incumbent Worker Training section above, applies to IWT funded by statewide activities funds.

### **Funding Priorities**

Preference for ITW is to be given to any of the following:

- Smaller businesses with less than 50 employees;
- Businesses located in an Opportunity Zone as defined by Oklahoma Statutes Title 68, Section 3603 Definitions;
- Businesses located in a rural county (i.e., not a part of a metropolitan area);
- Training for occupations on the Oklahoma Critical Occupations list, found at <https://oklahomaworks.gov/wp-content/uploads/2020/10/2020-22-Critical-Occupations-List.pdf>;
- Training provided to increase employee skills as a layoff avoidance strategy; or
- Training that leads to a significant upgrade in employee skills.

### **Procurement of Training**

The IWT program does not utilize an individual training account (ITA) to fund training for Adults and Dislocated Workers. In order to provide incumbent worker training with State funds, Attachment A: Incumbent Worker Project Funding Proposal (also referred to as the IWT

Application or IWT Agreement) must be completed and signed by both the WIOA Project Lead and the Employer. The Funding Proposal/IWT Application must be approved by the Governor's Council prior to the start of incumbent worker training when IWT is funded by Statewide Activities Funds.

The following information is required regardless of whether incumbent worker training is funded with local Adult and DLW allocations or with the Allowable Statewide Employment and Training Activities funds listed at WIOA sec. 134(a)(3):

- the process for documenting the incumbent worker's six month work history requirement with the employer;
- the amount of the employer's non-Federal share, based on the size of the employer's workforce;
- a statement regarding the expectation that once incumbent workers advance with the employer, the employer then provides an opportunity to the LWDB to fill the now vacant position with a local WIOA participant, whenever possible;
- the process for documenting how employer cost match contributions will be tracked and documented in the employer's, the LWDB's, and the Service Provider's files;
- the methodologies for determining the value of in-kind contributions and how contributions are documented in the approved project funding proposal/application, all of which must conform to the cost match requirements at 2 CFR § 200.306;
- local monitoring requirements;
- other documentation required by the local area;
- assurances as required in the Regulatory and Prohibited Activities section of this issuance;
- commitment by the employer to share required performance data with the LWDB;
- nondiscrimination and Equal Employment Opportunity (EEO) assurances, including complaint processing and compliance reviews;
- start and end date of the IWT Agreement; and
- IWT limits, including the length of the approved IWT and funding amounts.

## **ALLOWABLE AND UNALLOWABLE COSTS**

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

- Instructor/trainer salaries;
- Curriculum development, textbooks, manuals, training software, materials and non-consumables; and
- Other necessary and reasonable costs directly related to training.

Unallowable costs include, but are not limited to:

- Foreign travel;
- Purchase or lease of capital equipment;
- Encouragement or inducement of a business or part of a business to relocate from any location in the United States; and
- Use of IWT funds to pay for a worker's training wages.

## **REGULATORY LIMITATIONS AND PROHIBITED ACTIVITIES**

Businesses that fail to meet any of the following criteria are not eligible to receive funds for IWT:

- Businesses must not be presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in transactions by USDOL or the State of Oklahoma. Below are some websites that may be helpful in checking tax, environmental compliance, and debarment status.
  - Federal Exclusion and Debarment Site: <http://www.sam.gov>
  - Oklahoma Tax Commission: <https://www.ok.gov/tax/>
  - Oklahoma Employment Security Commission: [www.ok.gov/oesc](http://www.ok.gov/oesc)
  - Business Filing Search: <https://www.sos.ok.gov/>
  - Oklahoma Department of Environmental Quality: <http://www.deq.state.ok.us/OEA/index.html>
- Businesses shall not have any outstanding tax liability to the State of Oklahoma for over six months. Businesses will be required to disclose any known outstanding tax liabilities, including those with other states, prior to entering into the agreement. The SWB shall consider existing out-of-state violations when determining eligibility to receive IWT funds. The SWB must document any resolution of outstanding tax liability, which may include letters from the business or from the State in which the tax liability occurred.
- Businesses must ensure that they have no more than one unfair labor practice contempt of court finding.  
<http://www.oklegal.onenet.net/ok.agency.decisions.basic.html>
- Oklahoma businesses must have all of the approvals, licenses, or other qualifications needed to conduct business in the state and all must be current. Should this status change during the course of the IWT program activities, resulting in the business's disqualification from conducting business in Oklahoma, all training under the IWT program must cease.
- IWT funds may not be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if the relocation would result in a loss of employment for any employee at the original location when the original location is within the United States.
- Businesses that have relocated to Oklahoma and have laid-off workers at their former location in the United States may not be considered for the IWT program until they have been in operation at the new location for 120 days.
- To verify that a business is not relocating employment from another area, a pre-award review will be undertaken and documented by SWB. The review must include:
  - the names under which the establishment conducts business, including predecessors and successors in interest;
  - the name, title, and address of the company official certifying the information; and
  - whether WIOA assistance is being sought in connection with past or impending job losses at other facilities of their company.
- The pre-award review should also include a review of whether appropriate notices have been filed, as required by the Worker Adjustment Retraining

Notification (WARN) Act. The review may also include consultations with labor organizations and others in the affected local area(s).

- Businesses must not have any outstanding civil, criminal or administrative fines or penalties owed to or pending in the state of Oklahoma.
- Funds provided to employers for IWT must not be used to directly or indirectly assist, promote, or deter union organizing.
- Funds provided to employers may not be used to directly or indirectly aid in the filling of a job opening what is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.
- All general fiscal and administrative rules listed at 20 CFR, Chapter V, Part 683, Subpart B – Administrative Rules, Cost, and Limitations apply.
- Funds provided to employers for incumbent worker training must not be used to directly or indirectly assist, promote or deter union organizing.
- 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:
- A participant in a program or activity authorized under title I of WIOA must not
  - 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 (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.

## **ATTACHMENTS:**

Checklist

Attachment A: Project Funding Proposal/Application

Attachment B: Anticipated Outcomes

Attachment C: Training Agreement

Attachment D: Employee List

Attachment E: Training Agreement Modification

Attachment F: Final Project Report

**Southern Workforce Board, Inc.  
Incumbent Worker Training Checklist**

<b>Required Project Documentation</b>	
<u><b>Employer</b></u>	<u><b>Employee</b></u>
<ul style="list-style-type: none"> <li>• <i>Employer Request Letter on Company Letterhead</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Employee Enrollment Form</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Project Funding Application/Proposal forms, Include Workers Compensation Certificate, Attachment A</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Grievance &amp; Complaint Procedures</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Anticipated Outcomes, Attachment B</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Photo ID</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Training Agreement, Attachment C</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Consent for Sharing of Confidential Information</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Incumbent Worker Training Employee List, attachment D</i></li> </ul>	<ul style="list-style-type: none"> <li>• <i>Form I-9, Employment Eligibility Verification</i></li> <li>• <i>OKJobMatch Account</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Agreement Modification Form Attachment E</i></li> </ul>	
<ul style="list-style-type: none"> <li>• <i>Final Project Report, Include final cumulative expenditures/budget Due within 30 days after completion Attachment F</i></li> </ul>	

**SOUTHERN WORKFORCE BOARD, INC.**  
IWT Application/Proposal

Attachment A

**SECTION I. INFORMATION**

<b>A. Applicant Information</b>			
Company Legal Name:			
Mailing Address/Street:			
City/State:		Zip Code:	County:
Contact Person:		Title:	
Phone:		Fax:	
Email Address:		Website:	
Description of Business Product(s) or Service(s):			
Employer Sector: Healthcare <input type="checkbox"/> Manufacturing <input type="checkbox"/> Transportation <input type="checkbox"/> Construction <input type="checkbox"/> Finance <input type="checkbox"/> Other:			
Years in business at training Location:	Total number of paid employees at this location:	Total number of paid employees in OK:	Total number employees scheduled to participant in training:
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"/> Not-for-Profit (Designation): <input type="checkbox"/> Other (Specify):	Employer's Federal ID#:  Unemployment Comp ID#:  Workers Comp Expiration Date:	
<b>B. Is your Company a subsidiary of another company or affiliated with a parent company?</b>			
<input type="checkbox"/> Yes Complete the following information about the Corporate Office/Parent Company <b>if Different from above.</b>		<input type="checkbox"/> No Skip to Section 3.	
Parent Company Legal Name:			
Mailing Address/Street:			
City/State:		Zip Code:	County:
Authorized Representative:		Title:	
Phone:		Fax:	
Email Address:		Website:	
<b>C. Business Status Pre-Award Checklist</b>			
Has the company been in operation in the State of Oklahoma during the entire twelve month period Immediately preceding the date of this application?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your company current on all Oklahoma 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 current with workers compensation insurance? (Please attach certificate)			<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
Is the company expanding?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Has your company laid off workers within 120 days? (If yes, was there a Workers Adjustment Retraining Notification (WARN) filed?)			<input type="checkbox"/> Yes <input type="checkbox"/> No
Is your company expanding			<input type="checkbox"/> Yes <input type="checkbox"/> No
Is this company located in an area that gives preference as per OWDI #09-2019? If so, what is the type of preference?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Provide a brief description of what is done at this location:			

## IWT Application/Proposal

**D. Project Overview**

1. Description of Need: Information to support the request and need for training:

2. Will the project result in: Increased Employee Wages      Avert Future Layoffs      Other:

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

4. Project Timeline:

5. List of Partners:

**SECTION II. AVAILABILITY AND/OR USE OF OTHER FUNDS**

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

What Local Workforce Board:		
Amount of Grant:\$	Dates of Grant	Training Provided:
Have the terms and agreements of training been completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Summary of the outcome(s) from the training:		

**SECTION III. TRAINING PLAN****A. Training Summary**

Anticipated Project Start Date: \_\_\_\_\_

Projected Length: \_\_\_\_\_ (to be no longer than 12 months from date of agreement)

Amount of Funds Requested: \$ \_\_\_\_\_

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")

Number of Employees to attend training: \_\_\_\_\_

**B. Training Components**

Below is the 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** cost 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

<b>COURSE TITLE:</b>			
<b>Course Description &amp; Objective:</b>			
<b>Training Schedule (# of hours):</b>		<b>Estimated Training Dates:</b>	
<b>Number of Trainees for Component:</b>			
<b>Training Location:</b>			
<b>Total Component Cost:</b>		<b>Total Charged to IWT for Component Cost: \$</b>	
<b>PLEASE PROVIDE INFORMATION FOR THE TRAINING PROVIDER</b>			
<b>Name of Training Provider:</b>			
<b>Street Address:</b>		<b>City:</b>	<b>Zip Code:</b>
<b>Phone Number:</b>		<b>Email Address:</b>	
<b>Name &amp; Qualification of each Instructor:</b>			
<b>1. Provide list of competencies the trainees will attain:</b>			
<b>2. Explain how this training component will lead to, or result in, a skill certification or other proof of skill attainment that will directly benefit the trainees:</b>			
<b>3. How will this training component impact the trainees' opportunity for advancement in the company and/or wage increases?</b>			

**SECTION IV. BUDGET**

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/MATCH CONTRIBUTION	DESCRIPTION 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)			
<b>TOTAL FUNDS:</b>	<b>SWB FUNDS:</b>	<b>EMPLOYER/MATCH FUNDS:</b>	<b>TOTAL TRAINING INVESTMENT (EMPLOYER CONTRIBUTION + IWT FUNDS)</b>
	\$	\$	\$

*SWB 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 SWB 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:  Approved  Disapproved

\_\_\_\_\_  
SWB 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.

**Southern Workforce Board, Inc.  
Incumbent Worker Training Employer Assurances**

**Project Lead & Employer Assurance**

**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 (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.

**Project Lead:**

**Employer – Owner/Designated Officer:**

\_\_\_\_\_  
Print First/Last

\_\_\_\_\_  
Print First/Last/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*This Incumbent Worker Training (IWT) opportunity is funded through the Workforce Innovation and Opportunity Act (WIOA) provided by the U.S. Department of Labor. This is a project led by the Southern Workforce Board).*



## SECTION VI. REIMBURSABLE/NON-REIMBURSABLE TRAINING COSTS

The following is a listing of reimbursable and non-reimbursable training cost 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, it, 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

**Southern Workforce Board, Inc.**  
**Incumbent Worker Training Anticipated Outcomes**

<b>Anticipated Outcomes</b>	
<b>Section 1. Employer: Check all that are applicable</b>	
<input type="checkbox"/> Will help prevent possible relocation of operations (layoff aversion)	<input type="checkbox"/> Will make this location more competitive
<input type="checkbox"/> Will assist in the training of target groups or make employees more competitive	<input type="checkbox"/> Important to the stated mission of our company
<input type="checkbox"/> Will contribute to the long term viability of our company	<input type="checkbox"/> Will contribute to the short term viability of our company
<input type="checkbox"/> Will be an important component of our company's overall workforce development efforts, such as sector or career pathway strategy	<input type="checkbox"/> Will assist in the improvement of international trade opportunities

<b>Section 2. At least six of the following ten must be completed</b>	
Will save _____ jobs within the company	Will create _____ openings in entry-level positions
Will create _____ new jobs within our company	Will improve unit or labor costs by _____ percent
Will lower turnover in our company by _____ percent	Will increase overall efficiency by _____ percent
Will Increase profit margin by _____ percent over the next _____ months	Will increase or retain sales by _____ percent over the next _____ months
Will improve the long-term wage levels of trainees by _____ percentage	Will improve the short-term wage levels of trainees by _____ percentage

<b>Section 3. Return on Investment Information</b>
Planned ROI is expected to be _____ percentage over _____ months / years

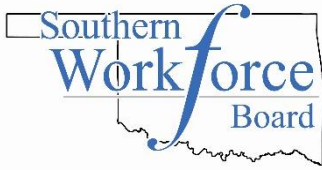
***Authorized Signature - I hereby attest the above information is true and accurate.***

\_\_\_\_\_  
Print Employer Name

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**SOUTHERN WORKFORCE BOARD, INC.  
INCUMBENT WORKER TRAINING AGREEMENT**

Attachment C

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: _____	
<b>*Maximum allowable Federal reimbursement:</b>	
\$ _____	
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

SWB is an Equal Opportunity Employer/Program and Activities. Auxiliary aids and services are available upon request to individuals with disabilities.



**SOUTHERN WORKFORCE BOARD, INC.**  
**INCUMBENT WORKER TRAINING AGREEMENT**

Attachment C

**Incumbent Worker Training Terms and Conditions**

**H. Standards**

**Training**

1. The IWT Agreement 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 Southern Workforce 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 Agreement. 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 Agreement. 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 Agreement. 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.
3. The employer agrees that at any time during normal business hours, and as often as deemed necessary, the Southern Workforce 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 Agreement. Such inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Agreement and if the IWT employee is making sufficient progress.
4. 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 Southern Workforce Board's grievance procedures if a complaint arises in connection with the IWT employee and the training.

**SOUTHERN WORKFORCE BOARD, INC.**  
**INCUMBENT WORKER TRAINING AGREEMENT**

Attachment C

**Incumbent Worker Training Terms and Conditions**

**Employer Assurances (continued)**

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 Agreement 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 Agreement. 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 Agreement.
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 Agreement, 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 Agreement.
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 Agreement 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. Southern Workforce Board may terminate this Agreement if:
  - The State or Federal Government terminates or reduces the funding which makes this Agreement possible;
  - The employer has violated the terms and conditions of this agreement.
3. This Agreement 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 Agreement.
4. WIOA Representative may unilaterally amend this Agreement if there are changes in Federal, State or Local Laws, rules, regulations, or policies.
5. This Agreement 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 Agreement. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in the State of Oklahoma.

**SOUTHERN WORKFORCE BOARD, INC.**  
**INCUMBENT WORKER TRAINING AGREEMENT**

Attachment C

**Incumbent Worker Training Terms and Conditions**

**Additional Terms (continued)**

6. 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 Agreement does not infringe in any way upon the promotional opportunities of current employees not involved in the IWT training.
7. No fees shall be charged to any IWT employee or employer for referral or placement services relative to this IWT Agreement.
8. All services to be rendered or performed by the employer under this Agreement 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 Agreement.

**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 Agreement.

\_\_\_\_\_  
**Authorized Employer Representative Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and 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 Agreement has been established by Southern Workforce Board. Therefore, this IWT Agreement is approved.

\_\_\_\_\_  
**Authorized WIOA Representative Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Phone Number**







## Southern Workforce Board, Inc. Incumbent Worker Training Final Project Report

### SECTION 1. OUTCOMES REPORT

COURSE TITLE:			
Course Description:			
Type & Description of Credentials Earned:			
Start and End dates:			
# of Employees who completed:		# of Employees who earned credential:	
# of promotions or wage increases		# of existing jobs saved:	
# of new jobs created:		# of Layoff or closure:	
Other outcomes:			

### SECTION 2. CUMULATIVE EXPENDITURES REPORT

CATEGORY	SWB IWT FUNDS SPENT	EMPLOYER CONTRIBUTION	TOTAL TRAINING INVESTMENT (EMPLOYER CONTRIBUTION + IWT FUNDS)
Instructor Wages Tuition			
Manuals/Textbooks			
Training Certifications, Certificates, Credentials, Licenses			
Materials/Supplies			
Software and Technology			
Training Equipment Purchase			
On-Site Facility Usage			
Trainee travel, food, lodging			
Trainee Wages			
	<b>TOTAL SWB FUNDS:</b> \$	<b>TOTAL EMPLOYER MATCH:</b> \$	<b>TOTAL</b> \$

SWB shall withhold final payment until the Final Project Report is submitted.

**Authorized Signature - I hereby attest the above information is true and accurate.**

\_\_\_\_\_  
Print Employer Name                      Employer Signature                      Title                      Date