



## Incumbent Worker Training Agreement

<b>WDB Contact</b>	<b>WDB Contact's Phone Number</b>	<b>WDB Contact's Email Address</b>
<b>Employer</b>	<b>STATE EIN</b>	<b>FEIN</b>
<b>Address</b>		<b>Employer Contact Email Address</b>
<b>Employer Contact</b>		<b>Employer Contact Phone Number</b>

This training agreement is entered into between \_\_\_\_\_,  
hereinafter called the **Employer**, and the Monterey County Workforce Development Board (MCWDB).

The parties hereto agree that occupational training will be provided to \_\_\_\_\_ currently employed individuals. The **Employer** agrees that this training will assist in increasing the competitiveness of the business and/or the employees, avoid layoffs, or provide opportunities for advancement and backfill opportunities for less skilled workers. The **Employer** will be responsible for a fixed amount of the overall cost of training, equal to \_\_\_\_\_%, to include in-kind matching contributions and direct cash payments, as agreed upon in accordance with the approved training application. The MCWDB will provide a total payment of \$\_\_\_\_\_ for the planned training that will be paid pursuant to the terms and conditions set forth in the *Incumbent Worker Training Program General Assurances* outlined within this agreement.

The majority of the workers trained under this agreement must be verified as having been employed at least 6 months with the **Employer**. This verification must occur before the training is approved and begins. After training has been completed, the **Employer** agrees to allow final monitoring to verify training completion, wage increase(s), and other details as outlined for training assistance.

### EMPLOYER ATTESTATIONS

- a. The **Employer** attests upon entering this agreement that all employees to be trained have been verified as authorized to work in the United States, are at least 18 years old, and work full time.  Yes  No
- b. The **Employer** attests that an employer-employee relationship exists as defined by the Fair Labor Standards Act.  Yes  No
- c. The **Employer** attests that the business has been in operation for at least 12 months, employs at least five (5) employees, is financially viable, and is current on all federal and state tax obligations.  Yes  No

**AUTHORIZED SIGNATURES:** \_\_\_\_\_

**Employer Signature** **Date**

\_\_\_\_\_  
**Type/Print Name** **Title**

**MCWDB Signature** **Date**

\_\_\_\_\_  
**Type/Print Name** **Title**

## LEGAL CERTIFICATIONS

By signing this Incumbent Worker Training (IWT) Agreement, the **Employer** provides the following Certification regarding Debarment and Suspension in accordance with 2 CFR Part 2998 and certifies that to the best of his or her knowledge and belief that the business and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency;
- Have not within a three-year period preceding this IWT Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in this certification; and
- Have not within a three-year period preceding this IWT Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

Where the prospective primary **Employer's** representative is unable to certify to any of the statements in this certification, such representative will submit a written explanation to the MCWDB.

The Contracting Agency (**Employer**) assures, as a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act (WIOA) from the U.S. Department of Labor (USDOL), with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions of WIOA Section 188, 20 CFR 683.600, and 29 CFR Part 38.

### NONDISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the USDOL under Title I of WIOA, the Contracting Agency (**Employer**) assures that it and any subrecipients of WIOA funding will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title 1 financially assisted program or activity;
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contracting Agency (**Employer**) assures that it, and any subrecipients of WIOA funding, will comply with 29 CFR Part 38, as proposed, and all other regulations implementing the laws listed above. This assurance applies to the Contracting Agency's operation of the WIOA Title I financially assisted program or activity, and to all agreements the Contracting Agency makes to carry out the WIOA Title I financially assisted program or activity. The Contracting Agency understands that the United States has the right to seek judicial enforcement of this assurance.

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**Employer Signature**

**Date**

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**Type/Print Name**

**Title**

## INCUMBENT WORKER TRAINING PROGRAM GENERAL ASSURANCES

### 1. Planned Training Activities

- a. It is agreed that the **Employer** and MCWDB will discuss and determine training strategies, methods and activities to deliver the most appropriate Incumbent Worker Training (IWT) services.
- b. Training activities set forth by this agreement are designed to meet the special requirements of the **Employer** to either retain a skilled workforce or avert layoffs of the workers being trained by assisting them to obtain the skills needed to retain employment.
- c. **Employer** agrees by participating in such training that there is a commitment to retain the incumbent workers being trained.
- d. In the event that training is to avert a layoff, the agreement will document that the layoff may be averted through assisting workers to obtain the skills necessary to retain employment, which must increase the participant and the business's competitiveness.
- e. To support planned activities, **Employer** and MCWDB must document the increased skills obtained by IWT participants.
- f. **Employer** agrees to allow MCWDB to have access to the IWT participants to complete enrollments into CalJOBS as required for local and State performance by the Department of Labor.

### 2. Approval of IWT Participants

WIOA requires that the following conditions must be met for approving and paying for the cost of Incumbent Worker Training:

- a. Participant(s) must be employed, meet the Fair Labor Standards Act requirements for an employer-employee relationship, meet Selective Service requirements, and have a 6-month established employment history with the **Employer**. If IWT is being provided to a cohort of employees, the majority of IWT participants must meet the 6-month employment rule;
- b. No currently employed worker is displaced, including a partial displacement such as a reduction in work hours, wages, or benefits;
- c. Training does not impair existing contracts for services or collective bargaining agreements;
- d. If training would be inconsistent with the terms of a collective bargaining agreement, written concurrence must be obtained from the concerned labor organization;
- e. No other individual is on layoff from the same or any substantially equivalent job for which such eligible participant is being trained;
- f. The job for which the IWT participant(s) are being trained is not being created in a promotional line that will infringe in any way on the promotional opportunities of currently employed individuals.
- g. The **Employer** has not received payment under any other training provided by such **Employer** which failed to meet the requirements of (a) through (f) above;
- h. The **Employer** has not taken, at any time, any action which violated the terms of any certification described in 4(c) below; and
- i. No member of the prospective participant's immediate family engaged in an administrative capacity for the **Employer**.

### 3. Termination of Contract

The performance of work under this agreement may be terminated by MCWDB when, for any reason, it is determined that such termination is in the best interest of the program, or when it has been determined that the **Employer** has failed to comply with any of the other provisions contained in this agreement.

### 4. Layoffs or Termination of Participants

- a. **Employer** agrees to report to MCWDB within ten (10) working days in the event of a layoff, work stoppage, or reduction in hours for any part of the **Employer's** workforce. Such situations may affect funding consideration or continued funding for an approved project.
- b. **Employer** agrees not to terminate participant for the exclusive reason of training completion; participant should be retained for at least 26 additional weeks if the participant desires to continue employment and the **Employer** does not have cause to terminate the employment.

- c. Debarment and Suspension: **Employer** agrees to meet federal and State requirements regarding debarment and suspension.

### 5. Participant Wages and Benefits

- a. Hourly wages paid to participants shall not be less than the highest of the following:
  - Federal, State or local minimum wage rate;
  - **Employer's** prevailing wage rate for similar employees; or
  - Applicable collective bargaining wage rate.
- b. **Employer** agrees that participant shall receive all fringe benefits available to other employees in the same class during the IWT program and shall receive workers' compensation at the same level and to the same extent as similar employees.
- c. No participant will be required or permitted to work or train under conditions which are unsanitary, hazardous or dangerous to the participant's health or safety. Participants being trained in inherently dangerous occupations shall work in accordance with reasonable safety practices.

### 6. Payments

- a. Payment for IWT shall be based on the agreed upon amount between the **Employer** and MCWDB.
- b. The **Employer** agrees to cover the non-federal share associated with this training, through in-kind matches or direct cash payments, as agreed upon in the Training Agreement.
- c. Payments provided for IWT will not be used for construction or production of articles for resale.
- d. Payment for training activities are for the sole purpose stated in this agreement, and these services will not supplant programs currently funded from another local, State, or federal source.
- e. The **Employer** must be current on tax payments. Outstanding State taxes could result in rejection of reimbursement until resolved.
- f. Payments made under this agreement cover all payment obligations by MCWDB to **Employer**. No other obligation for payment or other financial liability is incurred by MCWDB.

### 7. Records Maintenance

- a. **Employer** shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all training costs and services claimed to have been incurred under this agreement.
- b. If in-kind contribution includes wages paid to participant(s) while in training, the **Employer** must maintain documentation of attendance and proof of paid wages.
- c. The **Employer** shall preserve and make available records until the expiration of five (5) years from the final payment under this agreement.
- d. The **Employer** agrees that MCWDB and other representatives of funding sources shall have reasonable access to the facilities and records pursuant to this agreement.
- e. Upon completion of IWT, the **Employer** shall provide MCWDB access to records to verify completion of IWT services and participants' post-training retention of employment.

### 8. Disclosure of Confidential Information

The **Employer** agrees to maintain the confidentiality of information regarding applicants, participants and their families, which may be obtained through application forms, interviews, tests, reports from counselors, or other sources.

### 9. Applicable Laws

The **Employer** will perform its duties under this agreement in accordance with WIOA regulations, procedures, and standards promulgated thereunder.