



Incumbent Worker Training (IWT) - Call for Proposals Overview and Application Instructions

Release Date: January 28, 2026

Proposal Due Date: February 27, 2026

Background and Definition:

Incumbent Worker Training (IWT) is designed to increase the competitiveness of employers and improve the skills of employees and/or avert the need to lay off employees. IWT must:

1. Occur between employees and employers with an established relationship in which all *individuals receiving training have been employed by the company for at least six months* at the time of the training
2. Mitigate the impact of a layoff **if** utilized as part of a layoff aversion strategy

Layoff aversion is further defined for purposes of this application as:

- A training to implement a new company process, procedure, software or new equipment that the current employees/training cohort **must learn** in order to retain their current position.
 - Example- a new technology that a company or an entire department must learn because the previous methods and technologies cannot be integrated into or are no longer compatible with overall company processes and procedures (i.e. a paper-based documentation system is being replaced with a digital system)
 - A training necessary to prevent or decrease the likelihood of a layoff (in the next full year from application date) due to changing regulations, certification or licensing requirements, or industry trends and conditions, where the skills to be acquired will enable the company to stabilize and ultimately grow its workforce
 - Example – a medical professional or public safety professional is required to obtain a new minimum level of proficiency not previously required in order to maintain their current job
3. Allow the individual to gain industry recognized training experience *and* ultimately lead to an increase in compensation and/or opportunities for advancement
 4. Anticipated contract terms and conditions (See attached Program Overview and Budget Worksheet)
 - IWT contracts are currently limited to \$25,000 per company
 - Reimbursed training costs are limited to \$7,000 per participant
 - Employers required to provide 50% matching requirement
 - Typically met by in-kind contributions of wages paid during training and other training related costs (as detailed on budget worksheet)
 - Training period of 90-120 days preferred, depending on company needs

- Reimbursements and in-kind matching contributions limited to participants who complete the training

Minimum Employer Requirements

1. Company has been in operation in Georgia for at least 12 months
2. Company has at least 5 full time employees
3. Company must be current on all tax obligations, in good standing with Georgia Secretary of State and currently licensed in the county in which it operates
4. Company has not sought WIOA assistance with past or impending layoffs at other facilities or a layoff due to relocation in the last 120 days

Employers selected under this Call for Proposals will have to provide documentation and complete a Pre-Award Review covering the above and related items.

Incumbent Worker Eligibility

All employees participating in incumbent worker training must meet the eligibility requirements below:

1. Be at least 18 years of age
2. Be a citizen of the United States or a non-citizen whose status permits employment in the United States
3. Males born on or after January 1, 1960, must register with the selective service system within 30 days after their 18th birthday or at least before they reach the age of 26
4. Meet the Fair Labor Standards Act requirements for employer-employee relations and have an established employment history with the employer for 6 months or more (which may include time spent as a temporary or contract worker performing work for the employer receiving IWT funds) **Exception:**
 - In the event that the incumbent worker training is being provided to a cohort of employees, ***not every employee in the cohort must have an established employment history with the employer for 6 months or more*** as long as a majority of those employees being trained do meet the employment history requirement.
5. Not be a seasonal or temporary worker or a contract employee
6. Provide contact and demographic information in the WorkSource Ga portal for purposes of WIOA participant cost tracking. See additional details at:
<https://www.worksourcegaportal.com/vosnet/LoginIntro2.aspx?enc=pVzffNy56exxUjRNB0eJYA==>

Allowable IWT Scenarios. An IWT program is allowable in the following scenarios:

1. If a business aims to prevent a layoff or closure due to:
 - Economic hardship, natural disaster, company buyout, downsizing, etc.
2. If a business aims to become more resilient and competitive due to:
 - Increased competition in the workforce, meeting industry skill/wage standards, newly introduced industry technology, etc.

3. In all allowable IWT scenarios, employees must receive the following benefits:
 - For scenarios related to layoff aversion, employee must receive retained employment with comparable or higher compensation;
 - For all other scenarios, employees must receive retained employment and either (order of importance):
 - a permanent wage increase
 - financial incentive (bonus)
 - opportunity for promotion, or
 - an enhanced title reflecting increased responsibility.

When appropriate, employers are encouraged to backfill positions left vacant by current upskilled employees.

4. IWT programs are prohibited from being utilized to fill vacant positions due to strikes and other labor dispute-related scenarios.

Atlanta Regional Workforce Development Board Priorities for IWT

To better align with the ARWDB Workforce Development Plan and better support our county Economic Development Partners **bonus points** will be awarded for projects which:

1. Operate in an ARWDB targeted industry – <https://atlantaregional.org/plans-reports/worksource-metro-atlanta-plan/> (**7-County WorkSource Plan – pg. 5**)
 - Healthcare
 - Information Technology
 - Transportation and Logistics
 - Construction
 - Advanced Manufacturing
2. Operate in an industry targeted by one of our county economic development partners:
 - a) Cherokee County - <https://cherokeega.org/new-business/key-sectors/>
 - Advanced Manufacturing
 - Commercial Developers
 - Film & Media
 - Information Technology
 - b) Clayton County - <https://www.investclayton.com/target-industries.php>
 - Aviation and Aerospace Manufacturing
 - Food & Beverage: Processing and Manufacturing
 - Health Services and Health Logistics
 - Logistics & Distribution
 - Film & TV Production
 - c) Douglas County - <https://elevatedouglas.com/doing-business-here/target-sectors/>
 - Advanced Manufacturing
 - Life Sciences and Healthcare
 - Media and Entertainment
 - Technology and Professional Services
 - d) Fayette County - <https://www.fayettega.org/>
 - Advanced Manufacturing
 - Aerospace and Aviation
 - Corporate Headquarter

- Film & Creative Media
 - Technology
- e) Gwinnett County - <https://partnershipgwinnett.com/target-industries/>
- Advanced Manufacturing
 - Professional and Corporate Services
 - Health Sciences and Services
 - Information and Technology Solutions
 - Supply Chain Management
- f) Henry County - <https://choosehenry.com/business-resources/strategic-advantages/key-industries/>
- Advanced Manufacturing
 - Healthcare Services
 - Logistics
 - Professional Solutions
- g) Rockdale County - <https://credcga.org/business-industry/major-employers-in-rockdale-county/>
- Advanced Manufacturing (such as)
 - High performance computing
 - Information technology
 - Advanced robotics
 - Automation of manufacturing processes
 - Control systems to monitor systems and processes
 - New industrial platform technologies
 - Life sciences (Pharmaceuticals, Human Sciences, etc.)
 - Tech related companies (Fin-Tech, AI, Biotechnology, cyber security, block-chain)
 - Recreational/mega sports and entertainment/Film Industry
 - Healthcare and related services

3. Provide an Industry Recognized Credential (not merely a completion certificate), defined as:

An industry-recognized credential is typically defined as being exam-based, administered by third parties, supplemental to traditional postsecondary credentials, and sought or accepted by employers in an industry

There is no comprehensive list, but space is provided in the application to explain why the credential is important to the industry as a whole and the company.

Application Submittal and Processing

1. Complete the attached application and submit via the ARC website link by 5p.m. ET on March 3, 2026

2. Evaluation criteria (in order of importance)
 - a) Training averts a layoff (as described on page 1)
 - b) Quality of skills upgrade
 - c) Proposed benefit to trainees, ranked as follows:
 - Wage increase within one year of training completion
 - Bonus amount awarded within one year of training completion
 - Opportunity for promotion
 - Enhanced title reflecting increased responsibility
 - d) Bonus points awarded for targeted industries as detailed above
 - e) Overall impact on ARWDB goals, budget and operations including quality of skills upgrade and distribution of projects across service area
 - f) Cost per participant (as calculated on attached budget worksheet)
3. It is anticipated that applicants will be notified of selection by April 3, 2026, depending on the number of applications received
4. ARWDB Staff will provide the selected applicants with a draft contract and required attachments for company review and execution in mid-May 2026
 - See the *Sample* ARC/ARWDB Sample Contract Set below
 - It is recommended that applicants conduct their internal legal, financial and other reviews prior to application, as the standard contract terms include required state and federal regulations that cannot be altered
5. Training period – earliest start date – July 1, 2026, with target completion by November 30, 2026 (subject to employer needs)
6. Question and answer sessions will be held from 1-3 p.m. ET on February 3 and 5, 2026 and can be accessed with the following links:

February 3 - [Join the meeting now](#)

Meeting ID: 212 264 033 530 65

Passcode: qC96qZ7d

February 5 - [Join the meeting now](#)

Meeting ID: 269 532 206 306 50

Passcode: Qy6Fx3d3

Supplementary Documents

1. IWT Application
2. IWT Budget Worksheet
3. IWT Pre-Award Checklist – Sample for Review
 - To be completed by selected applicants as part of the Contract execution
4. ARC/ARWDB Sample Contract Set. *This is for company review only. ARC staff will draft the contract for selected applicants.*

END



Incumbent Worker Training (IWT) Application

Section I: Employer Information

Employer Name:					
Street/Mailing Address:					
City/State/ZIP:			County:		
Employer Contact Person:			Title:		
Phone #:			E-mail:		
NAICS Code (s):			Website:		
Description of Employer Product(s) or Service(s):					
Years in operation in Georgia:			Years at Current Training Location:		
Full-time employees:		Number Part-time:		Number of Seasonal:	
Employer Type <i>(check all that apply):</i>		Corporation:	Sole Proprietor:	Partnership:	Private For-Profit:
					Private Not-for-Profit:
Is this employer a subsidiary of another employer or affiliated with a parent employer?					
If yes, provide the following information about the parent/affiliated employer if different from above or indicate "Same" below.					
Parent/Affiliated Employer Name:					
Street/Mailing Address:					
City/State/ZIP:			County:		
Authorized Representative:			Title:		
Phone #:			E-mail:		
			Website:		

Section II: Employer Status Information

1. Current on all federal, Georgia and local taxes? (CERTIFICATION REQUIRED IF SELECTED)	Yes:	No:			
2. Filed for bankruptcy recently?	Yes:	No:			
3. Operated in the local area for at least 12 months?	Yes:	No:			
4. Received IWT funding in the last year?	Yes:	No:			
5. Union affiliated? If yes, attach a letter of endorsement from union official.	Yes:	No:			
6. Plans to have other training in addition to IWT?	Yes:	No:			
7. Outstanding wage and hour, health and safety or discrimination complaints or adverse decisions?	Yes:	No:			
8. Experienced a sale or change of ownership?	Yes:	No:			
9. Reduction in the number of hours or number of shifts?	Yes:	No:			
10. Layoffs in Georgia in the previous 12 months?	Yes:	No:			
TRAINING IS NECESSARY DUE TO: (CHECK ALL THAT APPLY)					
Avert a Layoff – SEE DEFINITION IN CALL FOR PROPOSALS – add details:	Yes:	No:			
Company expansion	Yes:	No:			
Changing industry requirements	Yes:	No:			
Retooling	Yes:	No:			
Introduction of new services/product line	Yes:	No:			
Expansion of physical operations/production lines	Yes:	No:			
Organizational restructuring	Yes:	No:			
New technology	Yes:	No:			
ANTICIPATED OUTCOMES OF TRAINING:					
For Employer		For Trainee			
Will increase the company efficiency:	Yes	No	Will result in continued employment and no reduction in wages: (Required)	Yes	No
Will significantly increase employee skills:			Will provide industry certifications:		
Will be an important part of the company's overall employee development efforts:	Yes	No	Will address identified skills gaps:	Yes	No
Will make the company location more competitive:	Yes	No	Will provide a wage increase (<i>see note below</i>)	Yes	No
	Yes	No	Will provide a bonus (see note)	Yes	No
	Yes	No	Will provide an opportunity for promotion	Yes	No
	Yes	No	Will provide an enhanced title	Yes	No

NOTE: Provide details of proposed wage increase or bonus payments projected within one year of training completion. Be specific as to the % or \$ increase proposed:

Section III. Training Information and Plan

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 if different by title and department, identified skills 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.)

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:

Amount of IWT funds requested: \$ (From Budget Worksheet)		Amount of Employer Match: \$ (From Budget Worksheet)	
Anticipated Training Start Date:		Training End Date:	
Total Training Duration - # of hours/week:			
Total Number of Trainees:	Number of Planned Cycles:		Planned Number of Trainees per Cycle:
Total Number of Training Hours	Per Employee:		Per Cycle:
Training will result in industry recognized credential:	Yes	No	Type or Title of Certification:

Briefly explain how Incumbent Worker Training 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 or (3) gain new skills to avert potential layoff.

Indicate whether training is for 1, 2 or 3 above:

Identify the skills gaps requiring training.

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Training provider will be:	In-house	Public Institution	Private training institution	Private trainer/instructor
Training will be provided:	On-site	At training institution	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:	
Identify/describe the trainer's credentials:	
Phone #:	Email:

Section IV. Training Budget (SEE ATTACHED WORKSHEET)

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 and conform to the regulations found in the Uniform Administration Guidance.

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. The portion of the non-Federal share that an employer must contribute is currently set by WorkSource Atlanta Regional is 50% of the total training costs for all employers. In addition, the total reimbursement and contract amount is currently set at a maximum of Twenty Five Thousand Dollars (\$25,000.00) for all employers.

If multiple employer sites exist within a local workforce development area (LWDA): Employer agreements may be limited to physical locations within the LWDA, or the LWDA may develop one agreement with multiple locations, training descriptions and budgets.

The non-Federal share provided by an employer may include the amount of the wages paid by the employer while the worker is attending training, equipment purchased for exclusively for training, curriculum development expenses, travel and lodging costs, etc. 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 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 of cost.

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.

Costs that may qualify for reimbursement:

- Training materials and supplies including manuals
- Training tuition and registration
- Instructor/trainer wages (if not included in tuition)
- Materials and supplies
- Certification/Testing
- Off-site training space (e.g., classroom rental, etc.)

Costs that may qualify for Employer Match

- Trainee wages
- Equipment purchased exclusively for this training (see note)
- Employee related travel, food and lodging
- On-site facility usage (see note)
- Off-site training space and classroom rental
- Other (see note)

Note: Discuss with your Business Services Representative for eligibility and documentation required

Non-reimbursable costs:

- Purchase of any item or service that may possibly be used outside of the training budget (to include computer equipment and non-training related software)
- Advertisement or recruitment
- Purchase of capital equipment
- Capital improvements
- Costs incurred prior to approval of IWT
- Meals, lodging or travel of trainers
- Membership fees/dues
- Conferences

IWT TRAINING BUDGET (Total Training Budget)

SAMPLE (USE THE ATTACHED EXCEL WORKSHEET AND INSTRUCTIONS)

CATEGORY	IWT FUNDS REQUESTED	EMPLOYER MATCH	EXPLANATION
Training Registration/Tuition			(Example: CAD training \$100 x 10 employees = \$1,000)
Instructor Wages (if not included in tuition)			(Specify instructor/trainer wages if not included in tuition)
Manuals/Textbooks			(Example: Microsoft manuals @ \$30 x 10 employees = \$300)
Materials/Supplies			(Specify)
Certification/Testing			(Specify type and cost including testing, etc.)
Training Equipment Purchase			(Specify and justify NEED)
Trainee Wages			(Specify hourly rate and number of hours in training)
Employee training-related travel, lodging and food			(Specify and justify need)
On-site Facility Usage			(Specify and justify need)
Off-Site Training Space (e.g., classroom rental)			
Other (specify)			(Specify and justify need)
TOTAL TRAINING COSTS:	\$	\$	GRAND TOTAL (IWT AND EMPLOYER): \$
IWT Cost /Trainee:	\$		Total Cost/Trainee: \$

Section V. Authorization and Certification

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

1. The employer meets the requirements for IWT and is eligible to submit this application;
2. The information contained in this application is true and accurate and reflects the intentions of the IWT program;
3. I am aware that any false information, intentional omissions or misrepresentations may result in rejection of the application and possible disqualification for future funding;
4. I am aware that any false information, intentional omissions or misrepresentations may subject this employer to civil or criminal penalties;
5. 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;
6. The employer agrees to adhere to all reporting requirements and to respond to a Customer Satisfaction Survey(s) if asked;
7. The employer agrees to provide all requested data elements as required for federal reporting; and
8. The employer assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act 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.

Name and Title of Authorized Employer Representative

Signature

Date

Addendum B

Incumbent Worker Training Roster Documentation of Trainee Employment History

Employer Name: _____

Training Course Name: _____

Period Covered: _____

INSTRUCTION:

1. The Credential or Certificate earned must not be an attendance document. It must represent skills or knowledge acquired.
2. 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 Name	Last 4 digits SSN	Job Title	Date Employed	Actual Training Start Date	Actual Training End Date	Completed Training (Yes/No)	Type of Credential or Certificate
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							

Addendum c

Identification of Skills Gap SAMPLE - WIOA Incumbent Worker Training Plan

Instructions: Complete one sample training plan with the skills to be learned by all members of the cohort. An individual training plan should be prepared for each trainee and a rating assigned at the start of training.

Employer Name:	Supervisor's Name:
IWT Employee Name:	Phone No.:
Position Title:	E-Mail:
SVP <u> NA </u> O*NET Code:	Starting Hourly Wage: \$
Employment Start Date: See Roster	Participant Cohort Start Date (If Applicable):
Training Period Dates: To	Estimated Training Period Earnings:
Hours Per Week:	Maximum Reimbursement:
Total Training Hours:	

Skills to be Learned	Starting Capability Date Scored:	Mid-Point Capability Date Scored:	Ending Capability Date Scored:
	1 2 3	1 2 3	1 2 3
	1 2 3	1 2 3	1 2 3
	1 2 3	1 2 3	1 2 3
	1 2 3	1 2 3	1 2 3
	1 2 3	2 3 ¹	2 3 ¹
	1 2 3	1 2 3	1 2 3
	1 2 3	1 2 3	1 2 3
	1 2 3	1 2 3	1 2 3
	1 2 3	1 2 3	1 2 3
	1 2 3	1 2 3	1 2 3
	1 2 3	1 2 3	1 2 3

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%)

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 and Date: _____
Supervisor Signature and Date: _____
IWT Trainee Signature and Date: _____
Final Training Date (IWT Completion): _____

TRAINING PLAN COMPONENT CHECKLIST AND INSTRUCTIONS

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.

X Curriculum (Included in application file)

Provide a detailed training program curriculum for IWT participants while in the program.

Job Description: NA – skill requirements included in application or training plan

Provide a job description of the current and upskilled position with skill requirements. The Employer or the IWT Provider may assist the employer in writing a job description, thus providing a “value-added” for the employer. Please 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)

X Schedule: (Included in application file)

Provide a schedule with the length, dates, and location of the training.

IWT PRE-AWARD CHECKLIST

(TO BE COMPLETED BY THE LWDA IN CONJUNCTION WITH REVIEW OF AN 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	

Section 3. Signatures

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/Title _____

LWDA Authorized Signature

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

Signature and Title _____

Type/Print Name _____

Date _____

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 Atlanta Regional Commission, hereinafter referred to as ARC. The parties agree that the Employer shall provide training in accordance with the provisions and terms in this Agreement. The ARC 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 ARC. 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 ARC, except that ARC 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 ARC 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. In NO event shall invoices be submitted beyond forty-five (45) days of completed training end date as they will not be eligible for reimbursement and will be denied. ARC 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. 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. The total amount to be paid to the Employer under terms of this Agreement shall not exceed \$7,000.00 per trainee or \$25,000.00 in total. All payments are contingent on the availability of funding.

VI. **Terms and Conditions:** The parties to this Agreement hereby agree to the following terms and conditions:

A. The 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 Working 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 currently set by WorkSource Atlanta Regional at 50% of the total training costs for all employers.

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 worker 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 or provide Federal Employer Identification # on ARC Contractor / Vendor Information Form.

5. Hold the ARC 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 98.

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 ARC 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 ARC for all unresolved audit exceptions associated with this Agreement. Failure to reimburse ARC for unresolved audit exceptions will result in making the Employer ineligible for future consideration for WIOA funding.

10. If the Employer does not have an established employee grievance procedure, the Employer agrees to abide by the procedure provided by the ARC.

11. Participate in any follow-up efforts conducted by ARC 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 or avert the layoffs of the incumbent workers trained.

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 portion of the non-Federal share that an employer must contribute is currently set by WorkSource Atlanta Regional at 50% of the total training costs for all employers, as 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 of 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 Georgia law is available at <http://sbwc.georgia.gov>.

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. The portion of the non-Federal share that an employer must contribute is currently set by WorkSource Atlanta Regional at 50% of the total training costs for all employers

13. WIOA Section 181 (b) (1) specifies that no WIOA funds shall be used to pay the wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system.

- In addition, training of seasonal or temporary workers under IWT contracts is prohibited

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 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.

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 20 CFR §38.3(b), 29 CFR part 32, subparts B and 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 I and II 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. 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 ARC in writing. The Employer shall agree by signing the Conflict of Interest Statement marked **ATTACHMENT B**;

20. The Employer must meet the provisions of the Georgia Security and Immigration Compliance Act (GSICA) by signing the affidavit marked **Form C and C1**, attached hereto and made a part hereof;

The employer must agree to the following additional federal, state and ARC requirements:

- a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (EXHIBIT 1)
- b. Lobbying Prohibitions (EXHIBIT 2)
- c. EEO Statement of Assurances (EXHIBIT 3)
- d. Provide a Contractor/Vendor Information Form
- e. Commit to an increase in wages for the trainees in the year following training, in an amount determined by the employers and as detailed in the IWT Application (Attachment A)

C. The ARC 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. **Modifications/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 ARC 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, ARC 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 ARC 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 _____ to all of the terms set forth in this contract and have executed the contract as of the ___ day of ____.

EMPLOYER:

Agency/Organization:
Atlanta Regional Commission

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

Address: 229 Peachtree St. NE, Suite 100
City/State/Zip: Atlanta, Ga. 30303
Phone #: (404)463-3100
FAX #: (404)463-3205
Email: workforce@atlantaregional.org

Signature of Authorized Official

Signature of Authorized Staff

Typed Name/Title of Authorized Official:

Typed Name/Title:
Anna Roach/ Executive Director

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

LWDA Contact Person:
Business Services Representative

Title

EXHIBIT 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 45 CFR Part 76, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction, unless authorized by the department or agency with which this transaction originated.

The term “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower-tier covered transaction”, “participant”, “person”, “primary covered transaction”, “Principal”, “proposal”, and “voluntarily excluded”, as used in the clause have the meaning set forth in the Definition and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- b. Have not within a three-year period preceding this proposal been convicted of 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property:
- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant

Award Number and/or Project Name

Printed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT 2

LOBBYING

As required by Section 1352, Title 31 of this U.S. Code (as implemented at 45 CFR Part 93), the undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United State to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosures Form to Report Lobbying", in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification (s).

Name of Applicant

Award Number and/or Project Name

Printed Name of Authorized Representative

Title of Authorized Representative

Signature of Authorized Representative

Date

EXHIBIT 3

EEO STATEMENT OF ASSURANCES

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States 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, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases 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.
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I- financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.”

Name (Printed) and Title

Signature

Date

CONFLICT OF INTEREST ASSURANCE:

Pursuant to the Technical College System of Georgia, Workforce Division Conflict of Interest Policy in conformity with O.C.G.A 57-7-91 (a)(2)-14-2(2012), the provider confirms that they have no conflicts of interest with state, or local Workforce Innovation and Opportunity Act (WIOA) officers, board members or board staff, including but not limited to familial ties (spouse, child, parent), fiduciary roles, employment or ownership interests in common.

Name (Printed) and Title

Signature

Date

**Form 3: GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
AFFIDAVIT CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained or perform such service.

EEV / E-Verify™ Company Identification Number

Date of Authorization

Company Name

Signature of Authorized Officer or Agent

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires:

CONTRACTOR/VENDOR INFORMATION

Legal name & address
of entity:

If different from above-
Legal name of Payee:
Payment Address:

(If additional addresses are needed, identify each and its purpose on the reverse of this page.)

Legal entity status (please mark all that apply):

<input type="checkbox"/> Corporation/C-Corp LLC/S-Corp LLC	<input type="checkbox"/> Individual/Sole-Proprietor/Single Member LLC
<input type="checkbox"/> Partnership/LLC Partnership/LLP	<input type="checkbox"/> Government: Federal/State/Local/Authority
<input type="checkbox"/> Non-Profit: 501(c)(3)/501(c)(4)	<input type="checkbox"/> Other: (describe) _____

(Federal) Employer Identification Number: _____
OR
Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES NO

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES NO

E-verify Status: Registered: E-verify Number _____ DUNS Number _____
 Not Registered

Is this contractor/vendor a:
Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO
Minority or Women Business Enterprise under 49 CFR Part 23? YES NO

Attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$750,000 or more in a year in Federal awards? YES NO

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____ Signature: _____
Title: _____ Date: _____