

St. Louis County Division of Workforce Development  
**Incumbent Worker Training Agreement**

1. This Incumbent Worker Training (IWT) AGREEMENT is between St. Louis County, Missouri (“County”) on behalf of the Workforce Development Board (WFDB), hereinafter referred to as the “WFDB”, and the Employer listed below, hereinafter referred to as the EMPLOYER. EMPLOYER shall provide all training in accordance with the provisions and terms in this AGREEMENT. The WDB shall oversee and manage the provision of training under this AGREEMENT. The WFDB shall make a payment to the EMPLOYER for satisfactory performance in accordance with the reimbursement computation and terms and conditions included herein. This AGREEMENT includes Incumbent Worker Training Terms and Conditions (DWD-PO-286 (04-2018)) and an Incumbent Worker Training Outline (DWD-PO-285) which is attached.

Ordinance \_\_\_\_\_ authorizes the County Executive to execute this Agreement on behalf of St. Louis County.

2. **Purpose:** EMPLOYER shall provide training to incumbent employees necessary to improve the skills of employees, increase the competitiveness of the EMPLOYER or to retain or avert layoffs of the incumbent workers trained.
3. **Period of Performance:** This AGREEMENT shall be effective as for one year from execution of this agreement. Should additional time be needed to complete the training, an extension must be approved through a contract modification prior to the end date listed above.
4. **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 “County”. 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 County, except that County shall reimburse EMPLOYER for its previously incurred authorized costs.
5. **Compensation:** Payments to EMPLOYER shall be reimbursements made upon receipt of an invoice from the EMPLOYER to the County which shall be submitted by the EMPLOYER to the County on a monthly basis during the term of this AGREEMENT. The invoice shall request reimbursement for allowable expenses (as identified in DWD-PO-287 (05-2018)) incurred during the previous month. Invoices shall only include

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allowable costs incurred by the EMPLOYER during the invoice period. The WFDB 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 days after receipt by the WFDB.

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The EMPLOYER must comply with the approved Incumbent Worker Training Application requirements (DWD-PO-286 (04-2018) and budget (DWD-PO-287 (05-2018). Failure to comply may result in repayment of all Incumbent Worker Training reimbursements and termination of this AGREEMENT.

The total amount to be paid to the EMPLOYER under terms of this AGREEMENT shall not exceed \$\_\_\_\_per participant trainee or \$\_\_\_\_\_in total. **All payments are contingent on the availability of funding.**

6. **Modifications/Amendments:** This Agreement may be modified only by execution of a written amendment signed by all parties. 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 at least 10 days before the desired effective date of the modification.
7. **Termination:** Either the EMPLOYER or the County 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, either party fails to fulfill its obligations under this AGREEMENT, or violates any of the covenants, representations or stipulations of this contract, the other party shall have the right to immediately terminate the contract by giving written notice of such termination. The EMPLOYER shall be entitled to receive payment for services rendered up to the termination date, until termination.
8. The EMPLOYER shall:
  - A. Comply with all conditions set forth in **ATTACHMENT A, Incumbent Worker Training Program Agreement (DWD-PO-286 (04-2018)), ADDENDUM A, Incumbent Working Training Budget (DWD-PO-287 (05-2018)), ADDENDUM B, Incumbent Worker Training Plan and Training Roster (DWD-PO-285), ADDENDUM C, Incumbent Worker Training End Monitoring Report (DWD-PO-288 (05-2018))** attached and incorporated herein.
  - B. Comply with 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, and travel and lodging costs. The EMPLOYER may provide the share in cash or in kind, fairly evaluated. Official payroll records, time and attendance sheets and invoices for equipment purchases must be utilized to determine the amount of the EMPLOYER's

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share of cost.

The EMPLOYER non-Federal share is dependent on the size of the EMPLOYER and shall not be less than:

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10 percent of the cost, for EMPLOYERs with not more than 50 employees;  
25 percent of the cost, for EMPLOYERs with more than 50 employees but not more than 100 employees; and  
50 percent of the cost, for EMPLOYERs with more than 100 employees

C. Provide documentation at application 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.

D. 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.

E. 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.

F. Maintain records for the Incumbent Worker Training trainees and make copies available including: (1) documentation of employment history to verify the six month employment history requirement (2) accurate daily time and attendance records showing the date of each day in which Incumbent Worker Training occurs and the hours of Incumbent Worker Training 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 Incumbent Worker Training occurs. Failure to provide the required documentation may result in forfeiture of the payment to the EMPLOYER.

G. Comply with WFDB, and/or authorized local, State or Federal representatives' reasonable monitoring, audit and review of the progress of training and compliance with the terms of this Agreement.

H. Participate in any follow-up efforts conducted by the WFDB or its authorized representative to evaluate Incumbent Worker Training effectiveness.

## **9. County Obligations:**

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A. **County** will determine the eligibility of an employer for Incumbent Worker Training taking into consideration the following:

1. The number of employees participating in the training;

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2. The wages and benefits to the employees before the training and the wages and benefits to the employees after the training;
3. The existence of other training opportunities provided by the employer;
4. The employer's length of operation in the area which must be a minimum of 6 months;
5. The characteristics of the participants;
6. The ability of the training to increase the competitiveness of the participant and the employer and/or avert a layoff.

B. The WFDB will provide technical assistance to the EMPLOYER throughout this AGREEMENT.

C. Reimburse necessary, reasonable and allowable Incumbent Worker Training costs in accordance with **ADDENDUM A, Incumbent Worker Training BUDGET (DWD-PO-287 (05-2018))** and as specified in **5. Compensation** above.

D. 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.

**10. Governing Law:** This AGREEMENT is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this AGREEMENT and any action or causes of action arising out of this contract. Any and all claims or causes of action arising out of this AGREEMENT shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.

**11. Contingent Fee:** EMPLOYER warrants that no agreement has been made with any person or agency to solicit or secure this contract upon an understanding for a gratuity, percentage, brokerage, or contingent fee in any form to any person excepting bona fide employees of Subrecipient or bona fide established commercial or sales agencies.

**12. Independent Contractor:** The relationship of the Employer to the County shall be that of independent contractor and no principal agent or employer-employee relationship is created by the AGREEMENT.

**13. Nondiscrimination.** EMPLOYER shall not exclude any person from participation in, nor deny any person the benefits of, nor subject any person to discrimination under any program or activity funded in whole or in part under the provisions of this contract, on the ground of age, race, creed, color, disability, national origin, sex, sexual orientation,

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gender identity, political affiliation or beliefs. EMPLOYER shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity or national origin, age, marital status, or disability.

EMPLOYER shall take affirmative action to ensure that applicants are employed and that

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employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity or national origin, age, marital status, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of EMPLOYER's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and EMPLOYER may be declared ineligible for further County contracts.

**14. Indemnification.** EMPLOYER agrees to defend, indemnify, and hold harmless the County, its elected and appointed officials, employees, and volunteers from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of the EMPLOYER, its agents, servants, or employees.

EMPLOYER:

BY: \_\_\_\_\_  
(Signer's Name) Date

(Print or Type)

Signer's Name:

Signer's Title:

Date Executed by Employer: \_\_\_\_\_

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ST. LOUIS COUNTY, MISSOURI

BY: \_\_\_\_\_  
County Executive

ATTEST:

\_\_\_\_\_  
Administrative Director

APPROVED:

\_\_\_\_\_  
Director of Human Services

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
County Counselor

I hereby certify that balances sufficient to pay the contract sum remain in the appropriation accounts against which this obligation is to be charged, to the extent County continues to receive federal funds sufficient to pay contract sum.

\_\_\_\_\_  
Accounting Officer