

Workforce Connections Master Agreement Incumbent Worker Training (IWT) Funds

Employer		Business Address:	
Business Contact Person:	Business Contact #	Start Date:	End Date:
IWT Contract Number (WC Staff Only) WC-25-DETR-CEP-IWT-EMP-00 MMDDYY			

This agreement is between Workforce Connections and the above outline employer. Hereinafter called “Employer”. Both parties agree to the terms and conditions set forth within this agreement.

Employer agrees to provide the following information during the agreement term:

- Local jurisdiction business license.
- Adequate documentation to verify business's physical address and eligibility.
- Completed W-9.
- Adequate documentation/support for all reimbursement invoices.
- Data relating to outcomes of the Solution Plan such as health of business, employees trained associated with this agreement, wage gains of employees associated with this agreement, and employee retention.
- Business satisfaction survey at approximately one year from agreement start date.
- Business contact information to be used in outreach activities for the Industry Sector Partnerships.

SIGNATURES I agree to all the conditions and assurances contained in this agreement and attest that the information contained in this agreement and attached IWT Grant Funds Pre-Award Checklist, Statement of Need, and Training Plan are true and correct. The persons signing below certify that they have the authority to enter into this Agreement and agree to its terms.

Employer Authorized Staff:	
Employer Signature:	Date:
Workforce Connections Reviewed by Signature:	Date:
Workforce Connections Authorized Signature:	Date:

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WHEREAS, Workforce Connections is a public agency by virtue of the fact that it is governed by a consortium of City and County governments; and

WHEREAS, Title I of the Workforce Innovation and Opportunity Act, Subtitle B, Statewide and Local Workforce Development Systems, P.L. 113-128, authorizes the Local Workforce Development Area within the State; and

WHEREAS, Workforce Connections has been determined as the administrative entity for the Local Workforce Development Area approved by the Governor; and

WHEREAS, Workforce Connections after further due assessment and consideration, has determined that entering into this Agreement will serve the public good and benefit the workforce development system within the Southern Nevada Workforce Development System; and

WHEREAS, it is deemed that the Incumbent Worker Training (IWT) Services authorized under this Agreement hereinafter set forth are both necessary and beneficial for the trainee and the employer; and

WHEREAS, it is deemed necessary in order to facilitate and guarantee the proper implementation of the Incumbent Worker Training – Upskilling Pilot Project, that Workforce Connections enters into this Agreement,

THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, Workforce Connections and the Employer hereby agree as follows:

I. Purpose

The purpose of this Agreement is to establish the general terms and conditions under which the Employer may provide IWT to identified employees to enable them to take part in this pilot project or program as described in this Agreement.

II. Training Design

The IWT shall be designed to improve the skills of employees and increase the competitiveness of the Employer. The IWT shall allow employers to, among other strategies, avert layoffs, promote, increase wages, and change the titles of current employees. For the purpose of this Agreement IWT may be provided for the introduction of new technologies, introduction to new production or service procedures, upgrading existing skills, workplace literacy, or other appropriate purposes identified by the Employer and approved by Workforce Connections. Training criteria may include the following:

- Training is conducted with a commitment by the business to retain an individual or promote an individual upon successful completion of the training,
- Training enables trainees to obtain industry or employer-recognized skills identified by the business (or group of businesses), and
- Training should be in, but not limited to, high-demand occupations, and learned skills should be transferable across multiple industry sectors.

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III. Trainee Eligibility

The Employer certifies that each participating employee has valid I-9 documentation on file. All trainees must be legally authorized to work in the United States, and shall at a minimum, meet one of the following:

- Received their first performance report and meets or exceeds, or
- Has demonstrated excellent work habits and products.

IV. Skills Attainment

The Employer agrees to certify the skills and accomplishments obtained by the Trainee(s). Also, the Employer agrees to pay the salaries of employees while they participate in the IWT and to provide Workforce Connections with written notice of completion of the IWT for each Trainee(s).

V. Training Plan and Application for Funds

Approval of the training plan does not authorize the IWT to start; only the complete execution of this agreement authorizes the Trainee(s) to start the IWT under this Agreement. The training plan must be properly signed, and dated by the employer, for each employee participating in the IWT, and shall become part of this agreement by this reference.

Any modification to the training plan or cost will not become effective until approved by Workforce Connections.

VI. Termination of Employee

Should the Employer terminate the employment of the Trainee(s) at any time during the IWT, the Employer agrees to inform Workforce Connections no later than 72 business hours of the occurrence of such termination.

VII. Governing Law, Jurisdiction

The entire Agreement shall be interpreted and enforced under the laws of the State of Nevada. Any action to enforce any right or obligation under this Agreement must be in the 8th judicial district court, Clark County, Nevada, having jurisdiction to enforce the provisions and assurances of this Agreement. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision of this Agreement unenforceable.

VIII. Assignments

This Agreement is not assignable in whole or in part.

IX. No Third Parties and/or Waiver of Statutory Immunities

Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or implied, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

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X. Entire Agreement

This Agreement and its integrated attachments constitute the entire Agreement of the parties, and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties.

XI. Waiver of Contractual Rights

The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XII. Term of Agreement

This Agreement becomes effective as of the date indicated above and shall terminate one year from the application date, unless stated otherwise by the training schedule or unless sooner terminated by either party in compliance with Sec. XIII of this agreement.

XIII. Termination of Agreement

- A. Workforce Connections or the Employer may terminate this Agreement, at any time, whenever it is determined that Workforce Connections or the Employer has failed to comply with the terms of the Agreement, whether stated in an assurance, condition, or elsewhere. Each party shall promptly notify the other in writing, no later than 30 business days, of the determination and the reason(s) for the termination, together with the effective date for the termination of the Agreement.
- B. Employer's Failure to fulfill its obligations under this Agreement will be cause for immediate termination of this Agreement. Employer understands and agrees that such failure may, at the discretion of Workforce Connections, result in any training furnished being considered unauthorized under the terms of this Agreement. Such a determination shall result in the disallowance of compensation for the training.
- C. Upon receipt of notice of termination, the Employer shall immediately stop all IWT services. The Employer shall be entitled to compensation for provided IWT services rendered prior to the effective date of the notice of termination and for any services authorized by WC in accordance with this Agreement.
- D. Termination for non-appropriation, Workforce Connections' obligation for the performance of this project is contingent upon the availability of appropriated funds from which payments for this project can be made. Workforce Connections may terminate this Agreement, and the Employer waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason Workforce Connections funding from the grantor or other sources is not appropriated or is withdrawn, limited, or impaired.

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XIV. Indemnification

- A. To the fullest extent permitted by law, as outlined in this section, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise exist as to any party or person described in this paragraph. The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within thirty (30) days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorney's fees and costs for the indemnified party's chosen right to participate with legal counsel.
- B. To the fullest extent permitted by law and without limitation by the provisions of this section the Employer shall hold Workforce Connections' local elected officials, its respective counties and cities, their officers, agents, and employees, harmless from and against any claims, court costs, fees and penalties, settlements, rulings, reasonable legal costs and any other liabilities of any kind arising from Employer's performance or activities under this Agreement.

XV. Provision for Payments

- A. The Business Account Manager (BAM) is responsible for submitting invoices to upskill.payments@snvwc.org, once processed by the Employer, as appropriate.
- B. Invoices shall be submitted, at least monthly. It shall be understood and acknowledged that the Employer is the sole responsible party for the accurate and complete preparation of its invoices.
- C. It shall be understood and agreed that Workforce Connections will de-obligate approved funds under this Agreement at the end date of the Agreement, consistent with Sec. XII.
- D. The maximum reimbursement amount under this agreement, for the incumbent worker training, **shall not exceed \$10,000.00.**
- E. Submitted invoices must be supported by proof of payments and may be submitted at any time during the term of this Agreement. The following constitute proof of payment:
 - Copy of Check,
 - Copy of pay stub, and
 - Copy of receipts for training, books, or materials.
- F. All invoices must include documentation of expenditures.
- G. Invoices must not exceed the agreed-upon cost.
- H. Once invoices and support documentation have been reviewed and approved, payment will be made by Workforce Connections not to exceed the total training cost.
- I. Personally identifiable information or PII must be redacted prior to the submittal of any document containing such. E.g., social security numbers, date of birth, home addresses, etc.

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- J. If the Employer elects to submit invoices via U.S. Postal Services, UPS, or any other type of delivery service¹, the invoice must be submitted, in a sealed envelope and marked, “Incumbent Worker Training – Employer Invoice” to:

Attn: IWT – Invoice Processing

**6330 West Charleston Blvd., Suite 150 Las Vegas,
Nevada, 89146**

K. Allowable Training Costs

Allowable costs may include only costs directly related to training. Examples of allowable costs include, but are not limited to, the following:

1. Tuition and registration fees,
2. Curriculum development,
3. Textbooks, manuals, training materials, and supplies,
4. Training certifications, licenses, and credentials,
5. Training software, information technology, and
6. Instructor salaries.

L. Unallowable Costs

1. Costs incurred before the execution of the IWT agreement,
2. Construction or purchase of facilities or buildings,
3. Building relocation expenses,
4. Employment or training in sectarian activities,
5. Profits, and
6. Computer hardware.

XVI. Force Majeure

Neither party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, the act of a public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms and conditions of this Agreement after the intervening cause ceases.

XVII. Independent Parties

Workforce Connections and the Employer are associated with each other only for the purpose and to the extent set forth in this Agreement, and with respect to the performance of services pursuant to this Agreement, each party is and shall be an agency separate and distinct from the other party and subject only to the terms of this Agreement, shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

¹ It is the responsibility of the employer to request proof of delivery date and time from their selected carrier.

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XVIII. Public Records

Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose requested information unless a particular record is made confidential by law or common law balancing of interests.

XIX. Records and Inspection

The Employer must maintain all records pertinent to this Agreement, including accurate daily attendance records showing training hours for a period of three years from the date of the final invoice under this Agreement or until all audits are complete and findings on all claims have been finally resolved. In the event that the Employer is unable to retain these records, such records shall be submitted to Workforce Connections for acceptance and filing in acceptable condition for storage.

The Employer agrees that Workforce Connections, and or authorized Local, State, or Federal representative(s) have the right to periodically monitor on-site, to assure the validity and propriety of amounts claimed for reimbursement. The Employer further agrees that the attendance records substantiate these claims and that training is being provided as specified in the training plan. This right also includes reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of this Agreement. The Employer further agrees to comply and cooperate with all audit surveys, audits, and/or requests to secure an audit or an audit waiver. Failure to comply with this section may result in a finding requiring the Employer to return the training reimbursement.

Subject to grant and State requirements, Workforce Connections collects certain Personally Identifiable Information (PII) from the trainee(s)/employee(s), which is intended to be used for reporting purposes. By signing this Agreement, the Employer further certifies that all trainee(s)/employee(s) covered under this Agreement, have been properly informed and are fully knowledgeable of this data-sharing requirement.

XX. Additional Assurances

- A. Collective Bargaining - Employer certifies that the IWT will not impair existing agreements for services or collective agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of the IWT program, as appropriate, or it has no collective bargaining agreement with a labor organization.
- B. Workers' Compensation - The Employer must provide Workers' Compensation insurance at the employer's sole cost and expense. Neither the employer nor its carrier shall be entitled to recover any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement. The Employer shall provide evidence of this insurance coverage to Workforce Connections upon request, as necessary, or appropriate.
- C. General Liability Insurance - The Employer must provide comprehensive general liability insurance protection to the Trainee(s), and if the Trainee(s) will operate a motor vehicle as part of his/her responsibilities while in training, the employer must provide comprehensive vehicle liability insurance as well.
- D. The Employer further certifies that:
 - 1. It will comply with all applicable Federal, State, and local applicable laws or regulations. The employer assures that they have not violated any of the following within the last three years: a) nondiscrimination statutes; b) labor and employment laws and standards; c) environmental laws; or d) health and safety laws 29 CFR Part 37.

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2. It will comply with nondiscrimination and equal opportunity laws and regulations applicable to the workplace in general, including complaint processing and compliance reviews. Also, the Employer assures that it shall not discriminate in its employment practices or delivery of IWT 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 29 CFR Part 37.
3. They have not been debarred or suspended concerning federal funding, 29 CFR Part 98.
4. Reimbursed funds under this Agreement will not be used to assist, promote, or deter union organizing 20 CFR Part 683.
5. Reimbursed funds under this Agreement will not be utilized to either engage or cause its employees to engage in the conduct of political activities that violate the Hatch Act.

NOTICES

All notices should be directed to:

Workforce Connections – Attn: Sherri Mantanona

6330 W. Charleston Blvd., Suite 150

Las Vegas, NV 89146

smantanona@snvwc.org

SAMPLE

Incumbent Worker Training (IWT) – Upskilling Project Employer Pre-award Assessment

Business Name _____

FEIN # _____ UI Account # _____

Business Address _____

City: _____ Zip Code: _____

Contact Person _____ Title _____

Phone _____ Email _____

1. Will the training funds be used to upskill current employees and meet one or more of the following criteria:
 - a) Avert Layoff Yes: _____ No: _____
 - b) Wage Increase Yes: _____ No: _____
 - c) Promotion Yes: _____ No: _____
 - d) Title Change Yes: _____ No: _____
2. Does the business have the ability and capacity to provide training to a paid employee that increases skills and knowledge essential to the full performance of their occupation?
Yes: _____ No: _____
3. Does the business have adequate accounting, payroll, personnel, and grievance systems in place to administer the described training program. Also, to comply with reporting and record retention requirements?
Yes: _____ No: _____
4. Does the business commit to retain the employee receiving training for at least three months following the successful completion of the described training program?
Yes: _____ No: _____
5. Does the business assure that no other employee will be displaced, partially or fully, as a result of the training program?
Yes: _____ No: _____
6. Is the business currently receiving funds from Workforce Connections for the same or other type of training?
Yes: _____ No: _____
If yes: Amount? _____
Contract Number? _____
Purpose? _____
Number of Trainees? _____
7. Does the business meet all the requirements for the proposed training?
Yes: X No: _____

Staff Name & Last Name _____

Date _____

**Upskill Pilot Program
Incumbent Worker Training (IWT)
Application for Funds and Training Plan Proposal**

Business Information

Business legal name _____

Address _____

Federal ID No. _____

Business Type Corporation: Partnership: Sole Proprietorship: Other:

If other, please describe

Industry sector _____

Contact person _____

Title _____

Email _____

Phone

Employee – Trainee Information

Full name _____

Email _____

Contact number _____

Last four of SSN

Title prior to training

Wages prior to training

Title after training

Wages after training

Please select one

Have received their first performance report and it meets or exceeds?
Has demonstrated excellent work habits and products?

Bargaining Is the occupation in which the training is being offered subject to a collective bargaining agreement?

Yes: ☒ No: ☐

If yes, the bargaining representative's name:

Bargaining representative's title: _____

Union Affiliation: _____

Training Information

Type of Training	Number of Participants	Percentage of Total
On-the-job training	120	60%
Classroom training	80	40%

Industry Sector/Cluster _____

Training Provider _____

Address _____

Instructor _____

Place of training In-house: School: Other:

School name and address

If other, please describe

**Incumbent Worker Training (IWT)
Application for Funds and Training Plan Proposal**

O-Net Job Title _____	O-Net Code _____
Training start _____	Training end _____
Training midpoint _____	Certification Yes: _____ No: _____
Total training hours _____	Total training cost _____

Training Objective/Summary. If necessary, please use additional paper.

Additional Training Information

Training Courses/Modules/Added Skills	Supervisor, Trainer, or Instructor	Hours?	Cost?
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total		_____	_____

Additional Items: Books, Tools, Certification Costs (*Only when and if applicable*)

Items	Cost	
_____	_____	
_____	_____	
_____	_____	
Total		_____

Total Requested Amount: _____

Additional details/comments: Please attach any related documents curriculum, manual, training plan, etc., that is applicable to this training.

Employer Print Name:

Date:

Employer Signature:

EmployNV Business Hub Staff (*print name*)

It is understood that the submission of this document does not guarantee approval for funds. Training must not start until an agreement is fully executed between the employer and Workforce Connections.