



**On-The-Job Training Contract**

**Agreement between:**

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**AND**

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**Provider Name:**

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**Address:**

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**City/State/Zip:**

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**Provider Contact:**

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**Phone:**

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**Email:**

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**Employer Name:**

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**Federal ID Number:**

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**Address:**

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**City/State/Zip:**

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**Employer Contact:**

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**Phone:**

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**Email:**

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## OJT GENERAL TERMS AND CONDITIONS

### PURPOSE OF OJT MASTER AGREEMENT

The purpose of this agreement is to establish the general terms and conditions under which LWDA may refer individual Workforce Innovation and Opportunity Act (WIOA) participants to the employer named in this OJT Contract ("Employer") to enable the WIOA participant ("Participant") to take part in the On-the-Job Training (OJT) program as that term is defined under the WIOA legislation.

### ON-THE-JOB TRAINING DEFINED

In accordance with the WIOA legislation Section 3 (44), the term On-the-Job Training will be understood in this Agreement to mean:

"Training by an employer that is provided to a paid participant while engaged in productive work in a job that—

- (A) Provides knowledge or skills essential to the full and adequate performance of the job;
- (B) Is made available through a program that provides reimbursement to the employer of up to 50% of the wage rate of the participant, except as provided in Section 134(c)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training; and
- (C) Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

### STATEMENT OF TRAINING

Employer agrees to employ the Participant and provide such OJT services as are set forth in this OJT Contract. Although several participants may train for a common type of position, the OJT recognizes each Participant as a unique individual with different skill levels and/or deficiencies that will require differing lengths of training time and training focus.

### EMPLOYER OF RECORD

As set forth in WIOA, the Employer must hire and maintain the Participant as a regular member of the Employer's workforce, subject to the same conditions of employment as the Employer's other regular employees. The expectation is that the Employer will retain the Participant in unsubsidized employment after the Participant's OJT ends at a wage no less than the wage in place at the termination of the OJT.

In addition to being the Participant's employer of record and placing the Participant on the Employer's regular payroll, the Employer hereby represents and warrants that the Participant will receive the same wage and benefits and be subject to the same terms and conditions of employment generally as Employer's other employees performing the same or similar work, will be provided clothing or equipment if such is provided to other employees performing the same or similar work, and will be provided supervision and training in the occupation for which he/she is hired in order to attain full competency in the targeted occupation.

Conditions of employment and training will be in full accordance with all applicable federal, state and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regard to the type of work undertaken and the proficiency of the Participant.

### EMPLOYER'S COMPENSATION

In consideration for the extraordinary costs of training to be provided by the Employer to the Participant during the term of this OJT Contract, the Employer will receive the wage reimbursement rate set forth in this OJT Contract for every hour paid to the Participant in accordance with the Employer's personnel policies, not to exceed the maximum amount set



forth in this OJT Contract. WIOA will pay said compensation monthly upon receipt and verification of payroll records submitted by the Employer. Failure to submit requests for reimbursement within 90 days of the incurred cost may result in the forfeiture of the reimbursement. The Employer understands that OJT wage reimbursement payments will not be based upon overtime, shift differential, premium pay and other non-regular wages, nor will the payments be based on such periods of time as illness, holidays, plant downtime, or other events in which no training occurs.

Any payments to the Employer that have been obligated by this agreement but are as yet unearned may be suspended or terminated in the event that the Employer refuses to accept any added conditions imposed by the United States Congress, the United States Department of Labor, the Commonwealth of Virginia, or any other governmental body that has authority over OJT laws, regulations, or policies.

#### OJT MODIFICATION/CANCELLATION PAYMENT POLICY

In the event that a Participant does not complete the number of scheduled hours of training authorized under this OJT Contract, the Employer shall assist the LWDA in determining the actual number of hours the participant worked. Case files will be documented as to the reasons for an early termination.

#### NO DISPLACEMENT

The Employer certifies that the Participant will not displace any regular employee of the Employer and certifies that no person was displaced because of relocation of the current business in the previous 120 days of signing this OJT Contract.

#### LAYOFF STATUS

Employer certifies that no position being considered for an OJT is being made available due to an employee being laid off from the same position without being offered a recall to their former job.

#### ELIGIBLE EMPLOYEE

Employer certifies that each Participant enrolled in the OJT is eligible in one of the following ways:

- Employee is not at the time of the signing of this OJT Contract, a current employee of Employer; OR
- Employee is an employed worker who is not earning a self-sufficient wage and this OJT relates to the introduction of new technologies, new production or service procedures, or a new job that requires additional literacy and numeracy or occupational and technical skills.

#### GRIEVANCE PROCEDURE

Employer will use its own written grievance procedures to resolve non-WIOA related problems that may arise between the Employer and the Participant.

#### ACCESS

Any entity identified under WIOA as having fiscal or programmatic responsibility for an OJT established under this Contract (including but not limited to agents of the federal, state and local governments and WIOA personnel), may always have access to the place of training and to the Participant to assure that the progress and quality of the training are in compliance with this Contract.

#### RECORDS/REPORTING

Employer will maintain accurate time/attendance, payroll and other employee records to support amounts reimbursed under this Contract and will make sure records available for inspection upon reasonable notice from WIOA or such other entity identified under WIOA as having fiscal or programmatic responsibility for OJTs (including but not limited to agents of the federal, state and local governments, and WIOA personnel). Such records shall be retained for no fewer than five



years. Employer may also be asked to assist WIOA personnel in collecting information relating to performance measures of the Participant up to one (1) year after the conclusion of the OJT.

#### COLLECTIVE BARGAINING

Employer certifies that this OJT 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 OJT program, or it has no collective bargaining agreement with a labor organization.

#### WORKERS' COMPENSATION

Employer must provide Workers' Compensation Insurance at 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 Contact. Employer shall provide evidence of this insurance coverage to LWDA in the form of a Certificate of Insurance provided by the insurance carrier.

#### GENERAL LIABILITY INSURANCE

Employer must provide comprehensive general liability insurance protection to the Participant, and, if the Participant will operate a motor vehicle as part of her/his job responsibilities, Employer must provide comprehensive vehicle liability insurance as well.

#### INDEMNIFICATION

Employer agrees to indemnify and hold harmless the LWDA (WIOA), their officers, directors, employees and agents from and against every expense, liability or payment by reason of injury (including death) to persons or damage to property, including any employment law claims, suffered through any act or omission of Employer, its officers, directors, employees, or agents arising from the performance of this Contract.

#### MODIFICATION AND TERMINATION

This Contract is subject to modification or termination due to actions taken by the federal, state, or local governments that result in a frustration of Contract purpose. Such actions include, but are not limited to withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.

Employer's failure to fulfill its obligations under this Contract will be cause for immediate termination of this Contract. Employer understands and agrees that such failure may, at the discretion of WIOA, result in any training furnished being considered unauthorized under the terms of this Contract. Such a determination shall result in the disallowance of compensation for the training.

Either party for any reason upon five days' written notice to the other may terminate this Contract.

#### ASSIGNMENT AND AMENDMENT

This Contract is not assignable in whole or in part. Amendments or addenda to this Contract must be in writing and be made with the consent of both parties.

#### EMPLOYER ASSURANCES

Employer assures and certifies that:

- It will comply with the requirements of the WIOA, Public Law 105-220 as amended, regulations, policies, guidelines, circulars and field memorandum promulgated thereunder by the Department of Labor, the Commonwealth of Virginia, and such other body as may have authority over WIOA funds or programs.
- It is in compliance and will remain in compliance with Title VI and VII of the Civil Rights Act of 1964 and in accordance with those titles, no person in the United States shall on the ground of race, color, religion, sex,



national origin, age, disability, or political affiliation or belief be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity for which the applicant receives Federal financial assistance.

- It will not utilize OJT funds obtained under this Contract, nor engage, nor cause its employees, to engage in the conduct of political activities that violate the Hatch Act.
- No program or funding under WIOA will be used to assist, promote, or deter union organizing.
- No WIOA funds will be used to reimburse Employer for the cost of contributions on behalf of any participant to retirement systems or plans.
- No person with responsibilities under a WIOA-funded program will discriminate with respect to any program participant on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief. NO person shall be discriminated against solely because of his or her status under this Contract.
- It is in compliance and will remain in compliance with Equal Opportunity (EO) requirements.
- Facilities meet physical accessibility requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act. This may include providing reasonable accommodations for individuals with disabilities and providing appropriate aides or auxiliary services.

TYPE OF CONTRACT

Any funds obligated under the terms of this Contract by the LWDA are to be paid according to applicable WIOA regulations governing On-the-Job Training Contracts. Although Contract performance may have been accepted and reimbursement of costs made, any cost disallowance subsequently discovered through audit, closeout, or any other process shall be reimbursed by the Employer to the LWDA within 30 calendar days of notice.

WIOA Representative	
<b>Provider Name:</b>	_____
<b>Signature:</b>	_____
<b>Printed Name:</b>	_____
<b>Title:</b>	_____
<b>Date:</b>	_____

Employer	
<b>Employer Name:</b>	_____
<b>Signature:</b>	_____
<b>Printed Name:</b>	_____
<b>Title:</b>	_____
<b>Date:</b>	_____

The following documents should be attached to the OJT Contract:

- W-9 completed by Employer for reimbursement purposes
- Job Description(s) from Employer for Participant(s)
- Performance Evaluation(s) to be completed by Employer at the end of each month for the duration of the OJT
- Certificate of Insurance by insurance carrier showing workers compensation coverage
- Non-discrimination policy/statement, if available