



West Piedmont Workforce Investment Board-Provider Services

WIOA/OJT Operator On-the-Job Training (OJT) Contract

Section 1: General Information:

Please Complete the Following Employer Information		
WIOA OJT AGENCY:	WIOA OJT AGENCY REPRESENTATIVE:	PHONE NUMBER/EMAIL ADDRESS:
COMPANY NAME:		FUNDING: <input type="checkbox"/> NEG <input type="checkbox"/> DW <input type="checkbox"/> ADULT <input type="checkbox"/> OSY
ADDRESS:		PHONE NUMBER:
EMPLOYER REPRESENTATIVE NAME:	TITLE:	EMAIL ADDRESS:
CONTRACT START DATE:	CONTRACT END DATE:	

Section 2: Contract Agreement

This Contract is entered into between _____, hereinafter call the Workforce Investment Act (WIOA) OJT Agency, and _____, hereinafter called the Employer.

The parties hereto agree that the Employer will employ worker(s) and provide On-the-Job Training services to individuals referred by the WIOA OJT Agency and deemed acceptable by the Employer in accordance with the associated pre-award analysis and training plans(s) attached and made a part thereof. Reimbursement will be paid pursuant to the terms and conditions set forth under the General Assurances on the reverse side of the signatory sheet. In no case shall total reimbursement exceed _____% of the gross wages paid to the trainee(s) during the training period. In addition, the Employer agrees that it will perform under this contract in accordance with the Workforce Investment Act and the regulation, procedures and standards promulgated there under. The Employer shall comply with all applicable Federal, State and local laws, rules and regulations which relate to the employment of persons who perform work and are trained under this contract. Maximum reimbursement is \$12.20/hr and must not include holidays, overtime, vacation, sick leave, weekend pay etc. in the reimbursement.

Individuals employed under this contract must be certified as being eligible by the WIOA OJT Agency. The Employer agrees to submit an invoice for reimbursement to the WIOA OJT Agency _____. In addition, the Employer agrees to complete and submit the attached evaluation for each trainee at the midpoint and end of the training period.

Section 3: Assurances

Employer Criteria

- Employer must provide information such as an IRS Employer identification number to demonstrate that they are a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate worksite.
- The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- OJT training may not be subcontracted and must be conducted at the employer's place of business, which meets prevailing standards with respect to wage, hours and conditions of employment.
- Employer referrals to the Virginia Workforce Centers are permitted. Eligibility and suitability for OJT must be determined and verified prior to hiring and/or beginning training.
- OJT contracts are permitted with firms in which current and/or past Workforce Development Board Members are employed or otherwise have a financial or personal interest.

- The Employer must be in compliance with all applicable business licensing, taxation and insurance requirements. The employer must not be in violation of any local, state or federal labor laws.

OJT Occupation

- The OJT occupation must not be seasonal, intermittent or temporary.
- The occupation must not involve payment in the form of a commission as the primary source of payment to the OJT employee.
- The occupation must be one in which specific occupational training is a prerequisite for employment.
- The OJT occupation must provide permanent employment with OJT employer in the occupation or within industry in which the OJT experience is taking place.

- e. Training may not be provided for occupations where adequate supervision and/or monitoring are not available. These may include traveling salespersons, out-stationed job positions, truck or van drivers and other positions requiring more than an occasional trip from the employer worksite.
- f. NEG/ARRA funded occupations are prohibited at casinos or other gambling establishments, swimming pools, aquariums, zoos, and golf courses.

Payments

- a. The employer shall be reimbursed for training costs upon timely submission of the invoice appropriately certified by the employer's signatory official. Payment shall be based on the hours actually worked for which wages are paid under each training slot, times the negotiated fixed hourly rate. Payment of overtime shall be restricted to work consistently with the training plan. Payment shall include reimbursement of costs associated with employment and training services which have been integrated into the training plan and for which wages have been paid.
- b. No reimbursement shall be made for a period of work stoppage at the employer's worksite.
- c. Each Trainee's wages shall be paid in full for the period for which reimbursement is being requested prior to the transmittal of an invoice to the WIOA OJT agency.

Availability of funds

- a. Payment for contract activity extending into the next program year is conditional on the availability of WIOA funds in that program year. No obligations will be incurred by the employer if such funds are not available. The employer will be notified in advance when funds are limited.

Records, Retention and Review

- a. The employer shall maintain records (business receipts, payroll records) sufficient to reflect all costs incurred in the performance of this contract until the appropriate WPWIB audit has been fulfilled, or until the expiration of 3 years from the date of final payment under this contract.
- b. The employer's establishment and records related to the participant shall be subject at a reasonable time to inspection, audit, review, and evaluation by the US Department of Labor, State of Virginia and the West Piedmont Workforce Investment Board.
- c. The employer agrees to reimburse to the WPWIB any and all funds received under this contract which are determined by audit to have been spent in activities not in compliance with the provisions of this contract.

Contract Modifications

- a. This contract may be modified, terminated or cancelled whenever it is determined that such action is in the best interest of the WIOA program or employer. Terminations, cancellations, and modifications shall be effective on the date of execution.

Sectarian/Religious Activities

No Participant enrolled under the contract shall be employed on the operation of any facility as is used, or to be used for sectarian instruction or as a place for religious worship.

Participants may not be trained or employed in sectarian and/or political activities.

Disclosure of Confidential Information

Confidential information about any trainee shall be divulged by the employer only as necessary for purposes related to evaluation of the employee's performance.

Nepotism

No persons shall be hired under this contract if a member of his/her immediate family is employed in an administrative capacity by the employer. The term "administrative capacity" includes those who have selection, hiring, placement, or supervisory responsibility for OJT participants and immediate family shall include the general definitions including in-laws, step: parents, siblings, children and grand's.

Debarment and Suspension

The employer certifies that neither he/she nor the company's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Equal Opportunity and Non-Discrimination

The employer shall not discriminate against any employee or applicant because of race, color, religion, sex, age, disability, political affiliation, citizenship, etc. and agree to post EO posters in conspicuous places, available to employees and applicants for employment. This contract is subject to the civil rights act of 1964 and ensuing Regulations in 29 CFR Part 31.

Grievances

The employer will ensure that the OJT Trainee is informed of established grievance procedures for resolving employee complaints.

Maintenance of Effort

Employer sponsored training in existence prior to initiation of this project shall be continued and may not be reduced in any way as a result of this contract (except for reduction unrelated to the provisions and purposes of this contract).

Conditions of Employment

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to labor and employment laws, environmental laws or health and safety laws).

Section 4: Authorized Signatures

<i>I hereby certify that the information is, to the best of my knowledge, true and correct.</i>	
WIOA/OJT SIGNATURE AND INFORMATION	EMPLOYER SIGNATURE AND INFORMATION
WIOA/OJT REPRESENTATIVE (PRINT NAME):	EMPLOYER NAME/TITLE (PRINT):
WIOA/OJT REPRESENTATIVE SIGNATURE:	EMPLOYER SIGNATURE:
DATE:	DATE:

Section 5: Contract Agreement Modification, if applicable:

Contract Agreement terms modified: _____

Reason for modification or cancellation: _____

<i>I hereby certify that I agree to the contract agreement modification(s) as stated above.</i>		
Employer Representative Signature:	TITLE:	DATE:
WIOA/OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE: