

ON-THE-JOB (OJT) TRAINING CONTRACT

EMPLOYER NAME:	PAYROLL CONTACT NAME:
MAILING ADDRESS:	
PHONE NUMBER:	PAYROLL RECORDS LOCATION:
SUPERVISOR NAME:	TRAINING LOCATION:
WORKERS' COMP INS. & W-9 (ATTACH COPY):	BUSINESS LICENSE #:
TRAINEE NAME:	ID #:
OJT JOB TITLE (ATTACH JOB DESCRIPTION):	O*NET CODE:
HAS APPLICANT WORKED FOR THIS EMPLOYER IN PAST?: <input type="checkbox"/> YES: _____ TO _____ <input type="checkbox"/> NO IF YES: NEW TECHNOLOGIES, PRODUCTION, OR SERVICE PROCEDURES INTRODUCED? <input type="checkbox"/> YES <input type="checkbox"/> NO	

PROGRAM REIMBURSEMENT SCHEDULE

TRAINING DATES:FROM:	TO:	TOTAL HOURS:	WAGE/HR:\$
REIMBURSABLE HOURLY WAGE(WAGE/HR × REIMBURSEMENT RATE: _____ %): \$			
TOTAL REIMBURSEMENT (REIMBURSABLE HOURLY WAGE × TOTAL HOURS): \$			

TRAINING DESCRIPTION

TRAINING COMPONENT/TASK	HOURS NEEDED TO MASTER AND TOOLS/EQUIPMENT TO BE USED

AUTHORIZED SIGNATURES:

	<u>SIGN NAME</u>	<u>PRINT NAME</u>	<u>DATE</u>
EMPLOYER:			
PROGRAM MANAGER:			
TRAINEE:			

- AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER/PROGRAM. AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST.

CONTRACT TERMS, CONDITIONS, GENERAL PROVISIONS & ASSURANCES

EMPLOYER and PROGRAM PROVIDER, hereinafter referred to as PROGRAM, do hereby jointly agree to the following terms and conditions of this contract:

1. **AUTHORIZATION:** The signatures of the Program Manager, Employer, and Trainee are required on this contract prior to the start of training. The Program Central Office reserves the right to terminate the contract after the start of training for reasons which include, but are not limited to: lack of funding, breach of Program rules and regulations and/or other contract errors and omissions.
2. **PAYMENTS:**
 - a. Employer must submit invoices on the On-the-Job Training Time Sheet Form (NW-28), or a pre-approved equivalent. Reimbursement to the Employer is contingent upon timely submission of invoices within ten calendar days after the pay date.
 - b. Payment shall be based on the total number of reimbursable hours times the reimbursable hourly wage or the negotiated amount of the trainee's gross wages for the trainee. In no event shall total payment exceed the contract amount nor shall payments for the trainee exceed the reimbursable hourly rate, said amount specified elsewhere in this contract.
 - c. Notwithstanding the provisions of clause 2 (a), no payment shall be made for days for which wages were paid if these days occurred during a period of work stoppage at plants or work sites of an Employer, when such plants or worksites constitute training locations in this contract.
3. **TRAINEE WAGES:** Hourly wages paid to Trainee by Employer shall be not less than the contract wage at any time. The Program is not responsible for nor will the Program reimburse the Employer for any costs, wages, payments, commissions, overtime, holiday, vacation, and/or sick pay which the Employer and Trainee have negotiated apart from this contract. Employer will be reimbursed for actual hours worked/trained not to exceed 40 hours per week.
4. **GOVERNMENT'S OBLIGATION:** It is hereby understood and mutually agreed that the State of Nevada and Nevadaworks are not a party hereto and that no legal liability on the part of the State of Nevada and Nevadaworks are inferred or implied under the terms and conditions of this contract. Any liabilities, legal actions or disputes as may arise under the contract are between the parties hereto and will be settled in accordance with the uniform commercial code of the State of Nevada or such other manner as provided by Nevada State and local laws for settlement of such contractual matters.
5. **EMPLOYER'S OBLIGATION:**
 - a. The Employer must have a trainer or supervisor present during OJT.
 - b. The Employer will make a good faith effort to insure the Trainee is transitioned into a regular job on the Employer's workforce upon completion of this contract, at a compensation rate at a minimum equal to the contracted hourly wage. Retention of trainee will be subject to the employer's right to terminate the trainee for normal business or personnel reasons.
 - c. The Employer will assure no employed worker has been or shall be displaced by any Trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits; such occurrence shall cause forfeiture of all outstanding contract reimbursement and contract shall terminate and be of no further force or effect.
 - d. In the event the Employer or Trainee terminates the contract, it is the responsibility of the Employer to notify the Program Manager within 24 hours.
6. **AUTOMATIC TERMINATION DUE TO LACK OF FUNDS:** In the event that the Program fails to receive funds in whole or in part to implement this contract or in the event such funds are withdrawn or canceled, then this contract shall automatically terminate and be of no further force or effect.
7. **DAILY ATTENDANCE RECORDS:** The Employer shall maintain accurate daily attendance records showing hours worked and payroll records showing wages paid. Employer is required to submit said record(s) with invoice(s). These records must be maintained in the employer's file for a period of six years after the ending date of the contract.
8. **FRINGE BENEFITS:** It is understood that the Trainee in this On-the-Job Training (OJT) agreement shall be assured the Employer will provide workers' compensation benefits at the same level and the same extent as other employees of the Employer and as required by Nevada State law. Where the Employer's other employees similarly engaged are not covered by an applicable Workers' Compensation policy, the Employer will provide the Trainee with workers' compensation insurance or coverage under a medical and accident insurance policy for injury or diseases resulting from participation in this OJT agreement. The Employer will assure the Trainee of unemployment insurance and other benefits to the same extent as other employees similarly employed and as required by Nevada State law.

9. **GENERAL ASSURANCES:** These assurances include, but are not limited to, the following:
- a. No person shall be denied employment, excluded from benefits, or suffer discrimination under this OJT because of race, color, religion, sex, national origin, age, handicap, or political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title 1-financially assisted program or activity.
 - b. Trainees shall not be employed in building, operating, or maintaining any part of any building which is used for religious instruction or worship.
 - c. No funds received under an OJT agreement may be used to assist, promote, or deter union organizing or to promote or discourage political or sectarian activities.
 - d. The Trainee shall be compensated by the Employer at the rate, including periodic increases, as other persons employed by the Employer in the same or similar jobs.
 - e. All laborers and mechanics employed by the Employer's sub-contractors in any construction, alteration or repair, including painting and decorating of projects, buildings, and work which are federally assisted, shall be paid wages at rates not less than those prevailing on similar construction in the locality, in accordance with the Davis-Bacon Act.
 - f. No Trainees may be hired who are members of the Employer's immediate family or an immediate family member of an employee who serves in an administrative or supervisory capacity.
 - g. In the administration of this contract, the Program and the Employer shall abide by the laws and regulations that govern the operation of the Workforce Innovation and Opportunity Act. These laws include, but are not limited to, the Federal Wage Garnishment Law, the Equal Pay Act, Fair Labor Standards Act, 1964 Civil Rights Act, the Age Discrimination in Employment Act, the Drug-Free Workplace Act of 1988, and the American Disabilities Act (ADA), Hatch Act, Copeland Act, Energy Policy and Conservation Act, Buy American Act, Executive Order 13333, and Executive Order 13513.
 - h. Employer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.
 - i. Employer is in compliance with all State and local laws regarding taxation and licensing.
 - j. Contract will not encourage or induce the relocation of an establishment, or part thereof, that results in a loss of employment for any employee of such establishment at the original location.
 - k. OJT contract shall not impair existing contracts for services or existing collective bargaining agreements unless the Employer and the labor organization concur in writing.
 - l. Employer agrees that no Trainee shall be hired into or remain working in any position when any other individual is on layoff from the same or any substantially equivalent job. Trainee may not be employed in a job if 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 with the WIOA participant. OJT job may not be created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
 - m. Employer certifies that it is using and abiding by all state and federal employment authorization regulations for all new employees physically performing services in the State of Nevada.
 - n. Employer will provide worker's compensation coverage for the Trainee and abide by health and safety standards established under State and Federal law.
 - o. Training will be provided only for occupations in demand in the local area, or in demand in another area to which the Trainee is willing to relocate.
 - p. The length of the training shall be determined based on a skill gap assessment and duration required for the participant to become proficient in the occupation for which the training is being provided.
 - q. No individual in a decision-making capacity, including workforce development board members, shall engage in any activity, including participation in the selection, award, or administration of a contract supported by WIOA funds, if a conflict of interest would be involved.
10. **COMPLAINT PROCEDURES:** Employers who do not have a grievance or complaint procedure may use the procedures of the Program.
11. **AUDIT AND MONITORING SELECTION:** OJT Employers may be selected for audit and monitoring. Reasonable prior notice will be given, and audits and monitoring will be performed in such a manner as not to interfere with normal business operations. All records necessary to determine the validity of the OJT contract and subsequent reimbursements to the Employer by the Program must be maintained by the Employer for a period of six years. These records include all Trainee payroll, reimbursement records, fringe benefit, and personnel records (including time and attendance sheets normally kept by the employer). Aggressive debt collection by the Program will be undertaken if disallowed costs are identified in an audit or monitoring. The method of debt collection is receipt of cash from the Employer.

Employer Acknowledges the Terms Listed Above: Initials: _____ Date: _____