

LWIA #26 Service Provider

**On-the-Job Training (OJT) CONTRACT WITH TRAINING PLAN**

**Section 1: Contact Information**

Complete the contact information for the OJT Provider and the Employer.

OJT PROVIDER:	CONTACT PERSON:	TELEPHONE #:
ADDRESS:	EMAIL:	FAX #:
EMPLOYER NAME:	F.E.I.N.	U.B.I.
EMPLOYER ADDRESS:	CONTACT PERSON:	EMAIL:
	TELEPHONE #:	FAX #:

**Section 2: Trainee Information**

Complete the contact information for trainee and reimbursement rates.

TRAINEE NAME:	SOCIAL SECURITY #:	TELEPHONE #:
BEGINNING DATE:	END DATE:	TOTAL TRAINING HOURS:
JOB TITLE:	O*NET SOC #:	O*NET JOB ZONE:
JOB DESCRIPTION:		
HOURLY WAGE RATE: \$	REIMBURSEMENT RATE: %	MAXIMUM REIMBURSEMENT: \$

<b>LABOR MARKET OUTLOOK:</b>
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SKILLS TO BE LEARNED:	ESTIMATED TRAINING HOURS:	START DATE	COMPLETION DATE
1.			
2.			
3.			
4.			
5.			
TOOLS, UNIFORMS, SUPPLIES NEEDED FOR TRAINING:			

**Section 3: OJT Agreement**

This On-the-Job Training (OJT) Agreement is between \_\_\_\_\_, Inc, herein after called the OJT Provider and \_\_\_\_\_, herein after called Employer. Both parties agree to the terms and conditions set forth within this contract. The contract term commences on \_\_\_\_\_ (start date) and terminates on \_\_\_\_\_ (end date).

**Section 4: General Terms and Conditions**

**CONTRACT PURPOSE**

The purpose of this contract is to establish the general terms and conditions under which Mid-5 Employment & Training, Inc. may refer individual WIA participants (“the Trainee”) to the Employer to enable the Workforce Investment Act (WIA) participants to take part in an OJT as that term is defined under the Workforce Investment Act.

**OJT DEFINITION**

In accordance with the WIA section (101) (31), the term “on-the-job training” means training by an employer that is provided to a paid trainee while engaged in productive work. This training will:

- a) Provide knowledge or skills essential to the full and adequate performance of the job;
- b) Occupational training is provided for a WIA trainee registrant in exchange for the reimbursement of up to 50 percent of the wage rate to compensate for the employer’s extraordinary costs of training and additional supervision related to the training; and
- c) Limit the OJT contract period of time for a trainee to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the trainee, the prior work experience of the trainee, and the individual employment plan, as appropriate.

**TRAINING**

1. Employer agrees to employ the Trainee and develop a training plan for the OJT Trainee that includes competencies needed to be satisfactorily skilled in the OJT position.

**FISCAL**

2. OJT Provider shall reimburse Employer on a monthly basis in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to Trainee.
3. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract.
4. Employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the OJT Provider, the State and/or the federal government, at any time and without prior notice to the employer.
5. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
6. Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel records.

**EMPLOYER ASSURANCES**

7. Employer shall provide worker's compensation coverage for the OJT.
8. Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention.
9. Employer agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rates, including increases, and benefits as trainees or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in an event less than the higher rated specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law. WIA sect. 181(a)(1)(A)
10. 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 anti-discrimination, labor and employment laws, environmental laws or health and safety laws). 29 CFR 37.38(b)
11. Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position.
12. Employer assures that they have not been debarred or suspended in regard to federal funding. 29 CFR Part 98
13. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing. 20 CFR 663.730
14. Employer certifies that no member of the OJT Trainee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Trainee's spouse. 20 CFR 667.200(g)
15. Employer assures that the OJT Trainee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. 29 CFR 37.6(F)
16. Employer assures that the OJT Trainee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees. 20 CFR 667.270

**ADDITIONAL TERMS**

- 17. Employer must provide comprehensive general liability insurance protection to Trainee.
- 18. OJT 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 WIA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIA program activities.

**Section 5: Signatures**

I hereby agree to all the terms and conditions in this OJT Agreement.

**Authorized Signatures**

DATE: _____	DATE: _____
EMPLOYER SIGNATURE:  _____	SERVICE PROVIDER SIGNATURE:  _____
TYPE/PRINT NAME:  _____	TYPE/PRINT NAME:  _____
TITLE:  _____	TITLE:  _____

**Section 6: Concurrence of the Collective Bargaining Agent**

Complete this information in regards to if the employment and training is subject to a collective bargaining agreement.

- 19. Is the occupation in which the OJT is being offered subject to a collective bargaining agreement?  YES  NO
- 20. If yes, please indicate the name, title, and union affiliation of the appropriate bargaining representative.

BARGAINING REPRESENTATIVE'S NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BARGAINING REPRESENTATIVE'S TITLE: \_\_\_\_\_

UNION AFFILIATION: \_\_\_\_\_

DATE: \_\_\_\_\_