



## WIOA Title I ADW and Youth Programs On-the-Job-Training (OJT) Master Contract

WIOA Provider:	WIOA Provider Contact Person:	WIOA Provider Phone #:	
Employer/Business Name:		Employer Address:	
Employer Contact Person:	Employer Contact #:	Contract Start Date:	Contract End Date:

This on-the-job training (OJT) agreement is between the employer and the \_\_\_\_\_, herein after called "OJT Provider". Both parties agree to the terms and conditions set forth within this contract. To renew or extend the OJT contract, please contact \_\_\_\_\_ at \_\_\_\_\_.

In the event the OJT WIOA Provider ends their funding relationship with Workforce Connections, this contract will be amended as of the term date to reflect a new OJT provider who will assume the balance of the contract liability.

The individual signing this contract on behalf of the employer is the employer's authorized agent and certifies that all the information listed above is correct.

**Signatures:** I agree to all of the conditions and assurances contained in this on-the-job training contract:

Employer ( <i>person's name</i> ):	Date:
Employer Signature:	Date:
OJT Provider:	
Authorized Staff ( <i>person's name</i> ):	Date:
Authorized staff signature:	Date:

### Collective Bargaining Agreement

<b>Is the occupation in which the OJT is being offered subject to a collective bargaining agreement?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>If Yes, please complete:</b> I, _____ (enter the name of collective bargaining agent, and title), of local # _____ (enter collective bargaining unit) am in concurrence with this OJT contract.	
Authorized collective bargaining agent <small>(signature):</small>	Date:

## ON-THE-JOB TRAINING GENERAL ASSURANCES

### Laws Applicable

- a) The employer will perform its duties under this subcontract in accordance with the WIOA regulations, procedures, and standards promulgated thereunder, as well as any subsequent legislation, regulations, procedures, and standards enacted in substitution or in addition thereto.
- b) This contract has been and shall be construed as having been made and delivered within the State of Nevada and it is agreed by each party hereto that the laws of the State of Nevada, both as to interpretation and performance, shall govern this contract. Any action of law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof; shall be instituted and maintained only in any of the courts of competent jurisdiction of Clark, Nye, Esmeralda, or Lincoln County, Nevada.
- c) The parties understand and agree that if the courts hold any part, term or provision of this contract to be illegal, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the contract had not contained the particular invalid provision of the State of Nevada, the provision shall be deemed modified to conform to the statutory provision.
- d) The parties agree that the forgiveness of the nonperformance of any provision of this contract does not constitute a waiver of the provisions of this contract.
- e) The parties agree that this contract is the complete expression of its terms. Any oral representations or understanding not incorporated herein are excluded.
- f) The employer assures that they have not been debarred or suspended in regard to federal funding [20 CFR §683.240].
- g) Funds provided to employers for work-based training, as described in this subpart, must not be used to directly or indirectly assist, promote, or deter union organizing [20 CFR §680.830].
- h) The employer certifies that no member of the OJT employee's immediate family is engaged in an administrative capacity for the employer, or will directly supervise the OJT employee. For the purpose of this contract, immediate family is defined as spouse, father, mother, brother, sister, daughter, son, brother-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandson, granddaughter, grandparents, stepparent, and stepchild or persons bearing the same relationship to the OJT employee's spouse.

### Payments

- a) The program operator shall reimburse the employer on a monthly basis in an amount not to exceed the maximum training reimbursement.
- b) All reimbursement requests submitted by the employer shall be supported by business receipts, time and payroll records, and other records normally kept by the employer.
- c) Failure to submit invoices within 60 days of the completion of the OJT Training Plan end date will result in release of any obligation to reimburse the employer.
- d) The employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the program operator, Workforce Connections, the State of Nevada and/or the Department of Labor, at any time and without prior notice to the employer.

### Termination of Employees

- a) A reasonable opportunity shall be provided for the OJT employee to improve job performance and work habits prior to termination. During the term of the OJT training, the employer shall contact the program operator prior to terminating the OJT employee.
- b) Upon request of the agency, the progress of the trainee shall be reported. The Employer shall assist in providing the Agency access to trainee to perform counseling services.

### Record Maintenance

- c) Employer shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all training costs and services claimed to have been incurred and anticipated to be incurred for the performance of this contract.
- d) Employer's records to be maintained shall include documentation of trainee's daily time and attendance records.
- e) The employer shall preserve and make available records until the expiration of five (5) years from the final payment under this contract.
- f) The employer agrees that authorized representatives of operator and other representatives of funding sources shall be given access to, at all reasonable times, the facilities and records pursuant to this contract.

### Amendment and Exclusions

- a) This contract may be amended by the mutual written agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the contract.
- b) Either party may terminate this contract at any time by giving ten (10) days advance written, signed notice of intent to terminate to the other party.