



ON-THE-JOB TRAINING AGREEMENT

This On-the-Job Training (OJT) Agreement is between

\_\_\_\_\_, hereinafter referred to as the Employer, and

OhioMeansJobs - Montgomery County

Funding is made available for the sole purpose of providing On-the-Job Training (OJT) funds to EMPLOYER who is hiring one or more workers certified by OhioMeansJobs – Montgomery County and referred to the EMPLOYER. It is hereby mutually understood and agreed that the administration and professional implementation of all Workforce Innovation and Opportunity Act (W.I.O.A.) of 2015 programs is the responsibility of OhioMeansJobs – Montgomery County. As such, the implementation personnel of the EMPLOYER shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, State of Ohio, and the W.I.O.A. Program Administrator of OhioMeansJobs – Montgomery County.

This agreement is effective on \_\_\_\_\_ and shall remain in effect through \_\_\_\_\_ or earlier when all Training Plans initiated through the OJT are completed.

The EMPLOYER will be paid up to 50% of each Trainee’s regular wages during the Training Period not to exceed \$8,000. OhioMeansJobs – Montgomery County must approve all Trainees and the Training Plans prior to the beginning of the Training Period. Payments must be requested within 15 calendar days after the end of each month of completed training, using the OJT Invoice form specified by OhioMeansJobs – Montgomery County. Late invoice submission may void payment rights.

Performance expectations for each OJT contract are at least 80% training completion and 90% employment retention. Retention is determined by the number of W.I.O.A. OJT trainees who are still employed with the employer at least three months following completion of the OJT project.

An evaluation of past performance based on these expected outcomes will be made for employers with previous OJT contracts.

OJT Requirements that follow are included by reference. The OJT Checklist and any Training Plans are also included in this agreement by reference. This agreement may be modified, in writing, at any time upon written agreement of both parties.

Material deviations from this agreement, Training Plans or OJT Requirements may void the right to reimbursement or require repayment by the EMPLOYER of funds previously received from OhioMeansJobs – Montgomery County. The EMPLOYER and OhioMeansJobs – Montgomery County agree to all the terms in this OJT agreement by signing below.

Employer	OhioMeansJobs - Montgomery County
Authorized Signature and Date	Authorized Signature and Date
Print Name and Title	Print Name and Title
Staffing Agency if any	Reviewed By
Authorized Signature and Date	Signature and Date
Print Name and Title	Print Name and Title

## **KEY PAYMENT DEFINITIONS**

**Training Completion:** Training is complete when the Training Period is over and/or the Trainee meets the Employer's standard for each "skill to be learned" as shown in the Training Plan. OhioMeansJobs – Montgomery County staff will help with training design.

**Trainee Regular Wages:** These are the amounts earned by the Trainee for work performed during the training period. Wages include regular "straight time" for actual hours worked with no overtime premium, holiday pay or fringe benefits included. The maximum OJT is \$8,000 or up to 50% of the trainee's regular wages during the training period.

The EMPLOYER must contact the OhioMeansJobs – Montgomery County representative within 10 days of Trainee resigning or being terminated.

## **APPLICABLE LAWS AND RULES**

1. The employer will comply with Title VII of the Civil Rights Act of 1964 (42 USC 200d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment, or (2) discriminatory employment practices will result in unequal treatment of trainees who are or should be benefiting from the grant-aided activity.
2. The employer will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-354) and in accordance with Title VI of the Act. No person in the United States shall on the grounds of race, color, sex, or national origin, be excluded from participation in, be denied the benefits or, or be otherwise subjected to discrimination under any program or activity for which the trainee receives Federal financial assistance and will immediately take any measures necessary to execute this agreement.
3. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.
4. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
5. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or solely because they are participating in W.I.O.A under this Agreement.
6. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.
7. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of OhioMeansJobs – Montgomery County will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
8. The Employer shall notify OhioMeansJobs – Montgomery County in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.
9. The EMPLOYER assures that no former employee is in layoff in the same or similar position as the position for which this OJT Agreement is being written and approved.

10. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
11. No funds may be used to assist in relocating the EMPLOYER'S company or parts thereof from one area to another, especially if said location results in a loss of employment at the original location.
12. EMPLOYER assures compliance with all applicable business licensing, taxation and insurance requirements.
13. EMPLOYER assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Agreement.
14. EMPLOYER agrees to adhere to the rules and regulations of the Workforce Innovation and Opportunity Act of 2015 and as amended.
15. EMPLOYER agrees to hold harmless OhioMeansJobs – Montgomery County for ineligible costs and ensures that OhioMeansJobs – Montgomery County shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the EMPLOYER agrees to indemnify and hold harmless OhioMeansJobs – Montgomery County and ensure that OhioMeansJobs – Montgomery County shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the EMPLOYER shall be responsible.
16. Funds may not be redistributed hereunder without approval of OhioMeansJobs – Montgomery County and amendment to the Agreement.
17. Both parties agree to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family, business, or other ties.
18. The EMPLOYER shall agree to attempt to resolve disputes arising from this Agreement through administrative process and negotiations in lieu of litigation. The EMPLOYER ensures performance during disputes.
19. Both parties to this Agreement ensure that no funds under this Agreement shall be used for lobbying activities. The EMPLOYER certifies compliance with the executive agency lobbying restrictions contained in Ohio Revised Code 121.60 to 121.69 and 31 USC 1352.
20. Both parties to this Agreement ensure that their officers, employees and agents will not solicit or accept gratuities, favors or anything of monetary value as a result of the Agreement. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Agreement.
21. The EMPLOYER shall ensure that no activities, work or training under this Agreement are in conflict with the terms and conditions of a collective bargaining agreement or contract for services. The EMPLOYER further ensures that nothing under this Agreement shall impair any aspect of an existing collective bargaining agreement, except that no person funded by W.I.O.A which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the EMPLOYER and the affected labor organization.
22. The EMPLOYER affirms that the employer, its principals, affiliated groups, or persons with a controlling interest in the employer's organization are in compliance with Ohio Revised Code 2903.33 in that none of the aforementioned have provided material assistance to a terrorist organization.

## **TRAINEES**

1. Only those persons determined eligible by OhioMeansJobs – Montgomery County will be trained under this OJT agreement.
2. Trainees must be authorized to work in the United States and all trainees who are required to register with the Selective Service System have done so in compliance with the Military Selective Service Act.
3. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
4. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
5. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous or dangerous to the Trainee's health or safety.
6. No OJT Trainees may be members of the immediate family of the EMPLOYER or its Officers.

## **TRAINEE WAGES AND BENEFITS**

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Plan.
2. Appropriate worker's compensation insurance protection will be provided to all Trainees by the EMPLOYER.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage. The maximum Project HIRE OJT is \$8,000 or up to 50% of the trainee's regular wages during the training period.
4. All trainees hired through this OJT Agreement are considered employees of the EMPLOYER as of the date of hire and that they are entitled to all rights and benefits normally provided to employees of the EMPLOYER.
5. The EMPLOYER shall assure that appropriate standards for health and safety in work and training situations are maintained.
6. The EMPLOYER accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.
7. OhioMeansJobs – Montgomery County and ODJFS encourage periodic pay increases, based on the employer's policy regarding pay increases, during the duration of the agreement. Written notice by the employer of pay increases will allow the Local Workforce Area and ODJFS to reimburse at the higher hourly wage, which will reduce the contract monetary balance proportionately. The OJT will be considered completed when the end date arrives or the dollars have been utilized, whichever comes sooner.

## **RECORDS**

1. The EMPLOYER shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for non-expendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, an audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.O.A

2. The Employer agrees that authorized representatives of OhioMeansJobs – Montgomery County shall be given reasonable access to facilities and records.
3. At any time during normal business hours and as often as OhioMeansJobs – Montgomery County, State of Ohio, DOL and/or Comptroller General of the United States may deem necessary, there shall be made available to OhioMeansJobs – Montgomery County, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Agreement and will permit OhioMeansJobs – Montgomery County, State of Ohio, DOL, and/ or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement.
4. The Employer will report OJT hires and terminations to OhioMeansJobs – Montgomery County.

## **AGREEMENT TERMINATION**

1. The performance of work under this Agreement may be terminated by OhioMeansJobs – Montgomery County or the Employer for good cause or convenience.
2. Agreement termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract or agreement at any time prior to the date of completion.
3. Termination shall be by one of the following methods:
  - A. Termination for cause: OhioMeansJobs – Montgomery County may terminate any contract or agreement in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the EMPLOYER has failed to comply with the conditions of this Agreement. OhioMeansJobs – Montgomery County shall promptly notify the EMPLOYER in writing of the determinations and the reasons for their termination, together with the effective date.
  - B. Termination for convenience: OhioMeansJobs – Montgomery County or EMPLOYER may terminate Agreements in whole, or in part, when both parties agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The EMPLOYER shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. OhioMeansJobs – Montgomery County shall allow full credit to EMPLOYER for the Federal share of the non-cancellable obligations, properly incurred EMPLOYER prior to termination.
  - C. Termination for convenience: Subject to written notice to the employer, OhioMeansJobs – Montgomery County or ODJFS may terminate the contract agreement at its discretion. In the event of termination, OhioMeansJobs – Montgomery County or ODJFS will pay any reimbursement due to the employer up to and including the effective date of termination.
4. In the event of termination of this Agreement, the EMPLOYER shall be entitled to compensation for any reimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the EMPLOYER shall not be relieved of liability to OhioMeansJobs – Montgomery County for damages sustained by OhioMeansJobs – Montgomery County, by virtue of the breach of the Agreement, by the exact amount of damages due OhioMeansJobs – Montgomery County from the EMPLOYER, is agreed upon or otherwise determined.
5. In the event of any modification, termination or other amendment to the Workforce Innovation and Opportunity Act of 2015, either by the act of Congress or administratively by the President of the United States, OhioMeansJobs – Montgomery County reserves the right to terminate or otherwise modify the Agreement at its option, notwithstanding any other provision of the Agreement.

6. In the event that OhioMeansJobs – Montgomery County, ODJFS and/or its representatives determine that any funds were paid under this agreement that were not in compliance with local, state or federal law, the employer will be liable for repayment of such funds. Such repayment shall occur within 30 days of the employer's receipt of written notification of the need to make repayment.

## **MODIFICATION**

1. The EMPLOYER and OhioMeansJobs – Montgomery County may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the Employer's compensation, which are mutually agreed upon between OhioMeansJobs – Montgomery County and the EMPLOYER, shall be incorporated by written amendment to this Agreement.