

**AGREEMENT** by and between **Virginia Career Works** and **Employer** named below

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| Virginia Career Works - Area address  phone fax  **CASE MANAGER**: | Employer Name:  Employer Federal I.D. Number:  Address: City/State/Zip: Contact Name: Phone:  Email:  Training Supervisor: | | | |
| Trainee Name:  SSN: Title of Occupation:  O-NET#: SVP #:  *Attach job description*  Starting Wage:  Training Start Date: Training End Date:  Training Reimbursement Rate: (<=50%)  Duration of Training:  *(Minimum 30 days; Maximum 6 months)*  Maximum Reimbursement:$ | **Tools, Uniform, Supplies, or Other Needs**  **Purchase by**  **Item Est.Cost Employer**  **WIOA** | | | |
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| **List Skills for training Est training time** | | | |
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**GENERAL TERMS AND CONDITIONS**

1. PURPOSE OF OJT MASTER AGREEMENT. The purpose of this Agreement is to establish the general terms and conditions under which Virginia Career Works may refer individual WIOA participants (“the Participant”) to Employer to enable the Participant to engage in an on-the-job training program (“OJT”) as that term is defined and funded under the Workforce Innovation and Opportunity Act (“WIOA”).

2. ON-THE-JOB TRAINING DEFINED. In accordance with WIOA the term “on-the-job training”

will be understood in this Agreement to mean:

“Training by an employer that is provided to a paid participant while engaged in productive work

in a job that:

(A) provides knowledge or skills essential to the full and adequate performance of the job; (B) provides reimbursement to the employer of up to 50% of the wage rate of the participant

for the extraordinary costs of providing the training and additional supervision related to the training; and,

(C) is limited in duration as appropriate to the occupation for which the Participant is being trained, considering the content of the training and the prior work experience of the

participant, up to a maximum of six months.”

3. STATEMENT OF TRAINING. Employer agrees to emplo y the Participant and provide such

OJT services as are set forth in this OJT Agreement customized for each individual Participant.

4. EMPLOYER OF RECORD. As set forth in WIOA, Employer must hire and maintain Participant as a regular member of Employer’s workforce, subject to the same conditions of employment as Employer’s other regular employees. The expectation is that Employer will retain the Participant in unsubsidized employment after the Participant’s OJT ends at a wage no less than the wage in place at the termination of the OJT.

In addition to being the Participant’s employer of record and placing the Participant on Employer’s regular payroll, Employer hereby represents and warrants that the Participant will receive the same wage and benefits and be subject to the same terms and conditions of employment generally as Employer’s other employees performing the same or similar work; will be provided clothing or equipment if such is provided to Employer’s other employees performing same or similar work; and will be provided supervision and training in the occupation for which s/he is hired in order to attain full competency in the targeted occupation.

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regard to the type of work undertaken and the proficiency of the Participant.

5. EMPLOYER’S PAYMENT. In consideration for the extraordinary costs of training to be provided by Employer to Participant during the term of this Agreement, Employer will receive the wage reimbursement rate set forth in this OJT Agreement for ever y hour paid to the Participant in accordance with Employer’s personnel policies, not to exceed the maximum amount set forth in this OJT Agreement. Virginia Career Works will pay said compensation monthly upon receipt and verification of payroll records submitted by Employer. Failure to submit requests for reimbursement within 30 days of the incurred cost may result in the forfeiture of the reimbursement. Employer understands that OJT wage reimbursement payments will not be based

upon overtime, shift differential, premium pay and other non-regular wages, nor will the

payments be based on such periods of time as illness, holidays, plant downtime, or other events in

which no training occurs.

Any payments to Employer obligated by this agreement but as yet unearned may be suspended or terminated in the event that Employer refuses to accept any added conditions imposed by the United States Congress, the United States Department of Labor, the State of Virginia, or any other governmental body that has authority over OJT laws, regulations, or policies.

6. OJT MODIFICATION/CANCELLATION PAYMENT POLICY. In the event that a participant does not complete the number of scheduled hours of training authorized under this OJT Agreement, the employer shall assist Virginia Career Works in determining the actual number of hours the participant worked. Case files will be documented as to the reasons for an early termination.

7. NO DISPLACEMENT. Employer certifies that the Participant will not displace any regular employee of Employer and certifies that no person was displaced as a result of relocation of the current business in the previous 120 days of signing this OJT Agreement.

8. LAYOFF STATUS - Employer certifies that no position being considered for OJT is being made available due to an employee being laid off from the same position without being offered a recall to their former job.

9. ELIGIBLE EMPLOYEE. Employer certifies that each Participant enrolled in OJT is eligible in one of the following ways:

a. Employee has not been and is not at the time of signing this OJT Agreement, a current employee of Employer. Employer will not give the Participant training in any skill that Participant already possesses in sufficient degree to function as a satisfactory employee, and for which the Participant would normally have been hired.

b. Employee is an employed worker who is not earning a self-sufficient wage and this OJT relates to the introduction of new technologies, introduction to new production or service procedures; upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by WIOA.

12. GRIEVANCE PROCEDURE. Employer will use its own written grievance procedures to resolve non-WIOA related problems that may arise between Employer and the Participant.

13. ACCESS. Any entity identified under WIOA as having fiscal or programmatic responsibility for an OJT established under this Agreement (including but not limited to agents of the federal, state, and local governments; Virginia Career Works personnel, may at all times have access to the place of training and to the Participant to assure that the progress and quality of the training are in compliance with the terms of this Agreement.

14. RECORDS. Employer will maintain accurate time/attendance, payroll, and other employee records to support amounts reimbursed under this Agreement and will make such records available for inspection upon reasonable notice from Virginia Career Works or such other entity identified under WIOA as having fiscal or programmatic responsibility for OJTs (including but not limited to agents of the federal, state, and local governments; Virginia Career Works or SVWDB personnel. Such records shall be retained for no fewer than five years.

15. COLLECTIVE BARGAINING. Employer certifies that this OJT will not impair existing agreements for services or collective agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of the OJT program, or it has no collective bargaining agreement with a labor organization.

16. WORKERS’ COMPENSATION. Employer must provide Workers’ Compensation Insurance at Employer’s sole cost and expense. Neither the Employer not its carrier shall be entitled to recover any costs, settlements, or expenses of Workers’ Compensation claims arising out of this Agreement. Employer shall provide evidence of this insurance coverage to upon request.

17. GENERAL LIABILITY INSURANCE. Employer must provide comprehensive general liability insurance protection to Participant, and, if the Participant will operate a motor vehicle as part of her/his job responsibilities, Employer must provide comprehensive vehicle liability insurance.

18. INDEMNIFICATION. Employer agrees to indemnify and hold harmless the SVWIB and Virginia Career Works, their officers, directors, employees and agents from and against every expense, liability or payment by reason of injury (including death) to persons or damage to property, including any employment law claims, suffered through any act or omission of Employer, its officers, directors, employees, or agents arising from the performance of this Agreement.

19. MODIFICATION AND TERMINATION. This Agreement is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of Agreement purpose. Such actions include, but are not limited to withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.

Employer’s failure to fulfill its obligations under this Agreement will be cause for immediate termination of this Agreement. Employer understands and agrees that such failure may, at the discretion of Virginia Career Works, result in any training furnished being considered unauthorized under the terms of this Agreement. Such a determination shall result in the disallowance of compensation for the training.

Either party for any reason upon five days’ written notice to the other may terminate this

Agreement.

20. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable in whole or in part.

Amendments or addenda to this Agreement must be in writing and be made with the consent of

both parties.

21. EMPLOYER ASSURANCES. Employer assures and certifies that:

a. It will comply with the requirements of the WIOA, Public Law 105-220 as amended, with regulations, policies, guidelines, circulars and field memorandum promulgated thereunder by the Department of Labor, the Commonwealth of Virginia, and such other body as may have authority over WIOA funds or programs.

b. It will comply with Title VI and VII of the Civil Rights Act of 1964 and in accordance with those titles, no person in the United States shall on the ground of race, ethnicity, color, sex, or national origin, be excluded from participation in, be denied the benefits of,or be otherwise subjected to discrimination under any program activity for which the applicant receives Federal financial assistance.

c. It will not utilize OJT funds obtained under this Agreement, nor engage, nor cause its employees, to engage in the conduct of political activities that violate the Hatch Act.

d. No funding under WIOA will be used to assist, promote, or deter union organizing.

e. No WIOA funds will be used to reimburse Employer for the cost of contributions on behalf of any participant to retirement systems or plans.

f. No person with responsibilities under a WIOA-funded program will discriminate with respect to any program participant on the basis of race, age, marital status, disability, color, national origin, political affiliation, sex, or sexual orientation. No person shall be discriminated against solely because of his or her status under this Agreement.

22. TYPE OF CONTRACT. Any funds obligated under the terms of this Agreement by Virginia Career Works are to be paid according to applicable WIOA regulations governing On-the-Job training contracts. Although Contract performance may have been accepted and reimbursement of costs made, any cost disallowance subsequently discovered through audit, closeout, or any

other process, shall be reimbursed by Employer to the SVWDB within 30 calendar days of notice.

AUTHORIZED SIGNATURES

**Virginia Career Works Case Manager Employer:**

Name Date Employer Representative & Title Date

**Virginia Career Works Supervisor**

Virginia Career Works Supervisor Date

*SUBMIT REIMBURSEMENTS FOR THIS ON-THE-JOB TRAINING GRANT TO:*