

SAMPLE



Portable, Practical Educational Preparation (PPEP), Inc.

On-the-Job Training (OJT) Contract

OJT Contract No:

Section 1: Contact Information

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

OJT PROVIDER: PPEP, Inc.	CONTACT PERSON: Kari Hogan, Chief Administrative Officer	TELEPHONE #: 520-622-3553
ADDRESS: 802 E. 46 th Street Tucson, AZ 85713	EMAIL: khogan@ppep.org	FAX #: 520-882-5503
EMPLOYER NAME:	F.E.I.N. #	
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:		
TRAINING HOURLY WAGE RATE: \$	REIMBURSEMENT RATE: 50%	MAXIMUM REIMBURSEMENT: \$
PLACEMENT HOURLY WAGE RATE: \$		

Section 3: OJT Agreement

This On-the-Job Training (OJT) Agreement is between the Employer and PPEP, Inc., herein after called the OJT Provider and (Name of Employer), herein after called Employer. PPEP, Inc. is authorized to implement an OJT program under the Workforce Investment Act (WIA) with funds received from the Pima County Workforce investment Board.

Both parties agree to the terms and conditions set forth within this contract. The contract term commences on (enter start date here) and terminates on (enter end date here). No OJT will be written for a period of less than one month or more than 26 weeks. No total reimbursement will exceed \$3500.00 per participant.

Section 4: General Terms and Conditions

CONTRACT PURPOSE

The purpose of this contract is to establish the general terms and conditions under which PPEP, 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) Qualify for reimbursement to the employer of up to 50% of the wage rate of the Trainee, for the extraordinary costs of providing the 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. This agreement must be executed prior to the trainee’s first day of work.
2. **MAXIMUM NUMBER OF TRAINEES:** The maximum number of WIA participants to be trained under this contract shall not exceed 25% of the Employer’s total regular full-time workforce, except when that number is less than four. In that event, only one trainee will be allowed, once it is determined that the Employer has adequate training capabilities.

FISCAL

3. OJT Provider shall reimburse Employer on a monthly basis, upon submission of a properly completed invoice, which is due the fifth of each month for wages paid in the previous month. Invoices are to be prepared from payroll records, showing wages paid, but excluding payments such as vacation, holiday or sick leave. While trainee may work overtime, reimbursements will only be made for regular working hours, less shift differential. Copies of payroll records reflecting wages paid to the trainee shall be submitted with each invoice. In no event shall total payments exceed the Agreement amount.
4. The Employer will complete a W-9 Form and submit it with the first request for reimbursement. Payment cannot be made until this form is received.
5. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract.
6. 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.
7. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
8. Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel records.

EMPLOYER ASSURANCES

9. **WORKERS COMPENSATION:** Employer shall provide worker's compensation coverage for the OJT.
10. **INCUMBENT WORKERS:** If the OJT is provided to one of the Employer's current employees, the Employer verifies that the OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT Trainee with additional wages, hours or benefits. The Employer also verifies that the employee is not on a lay-off status, subject to re-call.
11. **SOLVENCY:** 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
12. **WAGE & LABOR STANDARDS:** 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 on 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)
13. **FEDERAL & STATE LAWS:** 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, drug-free workplace, environmental laws or health and safety laws). 29 CFR 37.38(b)
14. **COLLECTIVE BARGAINING:** 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.
15. **DEBARMENT:** Employer assures that they have not been debarred or suspended in regard to federal funding. 29 CFR Part 98, 34 CFR Part 85
16. **UNIONS:** Employer further assures that OJT funds will not be used to assist, promote or deter union organizing. 20 CFR 663.730
17. **NEPOTISM:** 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)
18. **NON-SECTARIAN:** 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)
19. **LAY-OFF STATUS:** 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
20. **LOBBYING & SUB-CONTRACTING:** Employer assures that no OJT funds will be used for lobbying of government officials and that all sub-recipients certify and disclose accordingly. 34 CFR 82. Employer may not further sub-contract the on-the-job training provide under this agreement.

ADDITIONAL TERMS

- 21. LIABILITY INSURANCE: Employer must provide comprehensive general liability insurance protection to Trainee.
- 22. MODIFICATIONS/TERMINATION: 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:

OJT PROVIDER SIGNATURE:

TYPE/PRINT NAME:

TYPE/PRINT NAME: Kari Hogan

TITLE:

TITLE: Chief Administrative Officer

Section 6: Concurrence of the Collective Bargaining Agent

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

23. Is the occupation in which the OJT is being offered subject to a collective bargaining agreement? YES NO

24. Please indicate the name, title, and union affiliation of the appropriate bargaining representative.

BARGAINING REPRESENTATIVE'S NAME:

SIGNATURE:

BARGAINING REPRESENTATIVE'S TITLE:

UNION AFFILIATION:

Section 2 A.: Training Plan

TRAINEE NAME:	EMPLOYER:	TELEPHONE #:
BEGINNING DATE:	END DATE:	TOTAL TRAINING HOURS:
OCCUPATION TITLE:	O*NET SOC #:	O*NET JOB ZONE:

Skills To Be Learned: (Please be brief & specific, listing skills needed to do this job to the Employer's specifications.)	Trainee's Starting Capability:	Number of Hours needed to meet Employer's standard :	Start Date	Estimated Completion Date
Employee Orientation – "Non-Reimbursable"				
1. Skill To Be Learned				
2. Skill To Be Learned				
3. Skill To Be Learned				
5. Skill To Be Learned				
TOAL NUMBER OF TRAINING HOURS				

Tools, Uniforms, Supplies Needed for Training:

(These are items that are not normally provided to new employees.)

TRAINING PLAN INSTRUCTIONS: The Training Plan is used to outline specific skill requirements for an employer-based training program. In determining the appropriate length of training, consideration must be given to the skill requirements of the occupation, the academic and occupational skill level of the participant and their prior work experience. The "Starting Capability" is completed by assessing the participant's skill levels related to the new occupation, to identify skill gaps that will be addressed through training. Skill Levels for the "Starting Capability" will be compared to skill levels monthly and at the end of the OJT using the following rating scale:

1. **Beginning: can do only simple parts of the task**
2. **Intermediate: Can do most of the task.**
3. **Skilled: Meets the Employer's standard for the task.**