



On-The-Job Training Agreement

The purpose of this Workforce Innovation & Opportunity Act (WIOA) funded program, is to make available financial and technical assistance to businesses that provide On-The-Job Training (OJT) to eligible workers. These are workers who have been long term unemployed, or are underemployed, and who lack experience and/or training. The WIOA program, recognizes that the training of new employees is costly and time consuming. This program has been designed to assist the employer to employ and effectively train eligible workers into entry level areas of employment. We offer the following services to OJT employers: evaluation of potential trainees; pre-training in safety, pre-employment/work maturity skills; consultation and development of training programs; and timely payment of training fees to the employer.

How It Works

Once the Employing Business agrees to participate in OJT, the WIOA staff representative will assist that employer to develop a training program for each occupation. This written description of the training to be conducted, length of training, and reimbursement limits becomes the specifications of the OJT Agreement.

WIOA staff will refer suitable participants to the employer, who then decides which applicants will be hired for training. Once hired, the Employing Business will provide the training specified in the training outline during the contract period. The Employing Business will monitor the trainees' progress during the training period. The employer will contact the WIOA staff representative should problems occur.

Record Keeping and Billing

A WIOA staff representative will contact the employing firm weekly (or according to company payroll procedure if different from weekly), to ascertain the number of daily hours worked in the previous pay period for each OJT enrollee. Each month the hours will be calculated and a completed **OJT Employer Reimbursement Form** will be sent to the employer for signature by the employer and the OJT employee. When this Form is returned to WIOA staff, it will serve as an invoice to initiate payment to the employer. In order to comply with federal guidelines, we will need proof from the Employing Business that actual payroll payments have been made to the trainee. The Employing Business will provide WIOA staff, with proof in the form of a copy of the latest check stub that lists hours of pay to date, or payroll records.

The Employing Business will provide staff, with a progress report at the middle of training and at the conclusion of training. Additionally, the supervisor will be expected to record the trainee's competency attainment.

Changes

The employer must notify WIOA staff, of any request of change to the terms of this agreement prior to the execution of such change. If such change is approved, WIOA staff will issue, when deemed necessary, written acknowledgement of the change. Any changes executed without prior written approval are at the risk of the Employing Business.

Guidelines of the OJT Agreement

WIOA staff agrees to:

1. Assist the Employing Business to develop and write a Training Agreement.
2. Refer job-ready participants to the Employing Business for consideration in filling an OJT position.
3. Visit and contact the Employing Business to offer technical assistance and job counseling.
4. Reimburse the Employing Business for the training of the participant based on a percentage (not to exceed 50%) of the OJT employee's entry level hourly wage.
5. Process all requests for payment of training fees within four weeks.

The Employing Business agrees to:

1. Provide the training as described in this Agreement, the Training Specifications, and Training Outline, within the time limits stated in the agreement.
2. Treat OJT employees equally with similarly employed workers in their business with respect to wages, benefits, working conditions, lay-offs, reduction in work force, collective bargaining agreements, and company policy.
3. Notify the OJT representative of any situation which may jeopardize the continued employment and training of an OJT employee.
4. Maintain compliance with all appropriate federal, state, and local labor laws and regulations, including, but not limited to provisions of worker's compensation, unemployment insurance, withholding of FICA, and the Welfare to Work program as amended.
5. Offer regular employment to OJT employees who were successfully trained under this OJT agreement.
6. Abide by the clauses of the General Provisions of this Agreement and the contract which WIOA staff, has implemented with the local Workforce Development Board (A copy of the latter General Provisions is available upon request).
7. Save and hold WIOA staff, harmless for the payment of any further training fees should the Workforce Development Board for any reason terminate the On-The-Job Training contract with Business Services.
8. At all times hold and save WIOA staff harmless from all charges, damages, or costs that the employer may be required to pay or otherwise sustain by reason of any agreement between the OJT trainee and the employer.

Initials _____

Date _____

OJT AGREEMENT

Employing Business Name _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Contact Person _____

Purpose of Agreement

- 1. WIOA staff, will provide training cost reimbursement to the employer up to the amount of the contract.
- 2. The subcontractor (employer) will be eligible for payment of the training fee only after the On-The-Job Training employee meets the criteria for billing as stated in the training specifications.
- 3. The Employing Business hereby acknowledges receipt of a copy of the OJT Agreement, Training Specifications, and Training Outline (one for each job title), and will comply with the requirements and provisions therein, and subsequent changes thereto, throughout the life of the Agreement. The provisions in the On-The-Job Training Agreement are hereby incorporated by reference and made part of this Agreement.

Contract Period from _____ To _____

<u>Job Title</u>	<u>No. of Slots</u>	<u>Contract Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

We, the undersigned, agree to the terms and conditions of the Agreement.

Signature of WIOA Staff Representative Date

Signature/Title of person authorized to sign for Employing Business

Printed Name of contract signatory Date

Other authorized signatures for Employing Business:

Printed Name/Title Signature

