

9. ON-THE-JOB TRAINING TERMS AND CONDITIONS

- A. Period of Performance: Notwithstanding the date of signature, all work under this AGREEMENT shall begin and end in accordance with the information on Page 1, Item 6, Training Information.
- B. Contractor will Hire and Train: The REGISTRANT will be hired by the CONTRACTOR at the start of the OJT and will, therefore, be considered to be the employee of the CONTRACTOR and not the DEVELOPMENT AGENCY. The Registrant will be provided all necessary instruction, equipment, and materials by the CONTRACTOR. The CONTRACTOR agrees to provide on-the-job training (OJT) in accordance with the Skills Training Outline included in this AGREEMENT. Without this AGREEMENT, CONTRACTOR would not have hired the REGISTRANT for this position. _____ (Contractor's Initials)
- C. Payments: The CONTRACTOR agrees to verify information on the work site wage payment invoice provided by NWGRC to the CONTRACTOR for training costs up to the amount specified in the AGREEMENT. Payments are contingent on CONTRACTOR performance and are deemed to be in compensation for the extraordinary cost associated with (1) training the REGISTRANT and (2) the lower productivity of the REGISTRANT. Payments will not be made for overtime pay in excess of the regular hourly rate, vacation, sick leave, plant closures or other paid non-work time. The CONTRACTOR may be reimbursed for the cost associated with REGISTRANT's time spent in classroom training (i.e., computer skills classes, GED classes, or other classes relevant to the REGISTRANT'S job duties) during working hours when said REGISTRANT receives their regular hourly pay rate from the CONTRACTOR.
Payment of the total amount due the CONTRACTOR will be made when the CONTRACTOR provides documentation as listed in Item G below and when the REGISTRANT has (1) completed the total training hours as recorded in the AGREEMENT and (2) achieved a score of "2" or higher on 100% of the competencies on the Skills Training Outline. If the REGISTRANT does not complete OJT, the CONTRACTOR will receive payment equal to one-half of the documented wages earned by the REGISTRANT through employment under this AGREEMENT during the period of performance of the AGREEMENT and in compliance with Item 8 on page 1 regarding the hourly base rate and with Item C above regarding overtime rates, etc. _____ (Contractor's Initials)
- D. Commitment to Retain: The CONTRACTOR agrees that upon successful completion of the training and/or completion of the CONTRACTOR'S customary probationary period, the REGISTRANT will continue to be employed as a regular rather than as a temporary or seasonal member of the Contractor's workforce. The CONTRACTOR further agrees that no employee is on medical, military, or other types of leave that provide "recall and/or re-employment" rights to a previously employed individual for the position being filled through this OJT Work Site Agreement. _____ (Contractor's Initials)
- E. Training/Hiring Criteria: The CONTRACTOR must develop with the DEVELOPMENT AGENCY, an Occupational Skills Outline for the OJT position. The REGISTRANT must demonstrate a deficiency of the skills listed in the Occupational Skills Training Outline by having a pre-training score of no higher than "1" on a minimum of 50% of the skills listed on the Training Outline. The CONTRACTOR must not hire the REGISTRANT prior to the beginning date of this AGREEMENT. _____ (Contractor's Initials)
- F. Maintenance of Effort, Layoffs and Relocation: No currently employed worker shall be displaced by the REGISTRANT (including partial displacement such as a reduction in the hours of non-overtime work wages or employment benefits), nor shall the REGISTRANT be employed in a job opening when any other individual is on layoff or on strike from the same or any substantially equivalent job or when the CONTRACTOR has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring the REGISTRANT. The hiring of the REGISTRANT under this AGREEMENT may not infringe upon the promotional opportunities of currently employed individuals. The CONTRACTOR must not have relocated in the last year if the relocation caused the layoff or termination of any individuals in substantially equivalent jobs.
- G. Attendance and Payroll Records: The CONTRACTOR shall maintain for the REGISTRANT and make copies available to the DEVELOPMENT AGENCY (1) accurate daily time and attendance records showing the date of each day worked and the hours worked per day and (2) payroll records showing gross wages paid during the training hours. The CONTRACTOR will retain all records pertinent to this AGREEMENT for a period of six years from the end of the program year in which the AGREEMENT ends. The aforementioned records will be retained beyond the six years if any litigation or audit is begun or if a claim is instituted involving the agreements covered by the records.
CONTRACTOR agrees to provide to the DEVELOPMENT AGENCY the copies of the daily time and attendance records, payroll documentation, and proof of unsubsidized employment, as stated in Item C, within 30 days of the end of the on-the-job training hours. Failure to provide the required documentation may result in forfeiture of the payment by NWGRC to the CONTRACTOR. All work site wage reimbursement invoices must be received by NWGRC no later than **July 31, 2012**, when such OJT ended on or before **June 30, 2012**. _____ (Contractor's Initials)
- H. Dismissal Policy: Except for serious violations of Contractor policies, the CONTRACTOR will not dismiss the REGISTRANT without contacting the OJT DEVELOPMENT AGENCY and allowing for career counseling and corrective action to occur. In the event of dismissal for serious violations of Contractor policies, the CONTRACTOR must notify the DEVELOPMENT AGENCY on the first working day after dismissal. _____ (Contractor's Initials)
- I. Registrant Wages and Fringe Benefits: The REGISTRANT shall be placed on the payroll of the CONTRACTOR and shall receive wages equal to prevailing rates and entry level rate of employees performing similar work. These wages are to be paid through the CONTRACTOR'S normal and customary pay procedures. The REGISTRANT shall be paid at a wage rate no lower than the Federal or State minimum wage standards, whichever is higher. **NO CASH PAYMENTS SHALL BE MADE TO ANY OJT PARTICIPANTS**. The CONTRACTOR will provide the REGISTRANT with all benefits provided to other entry level employees performing similar work. Unemployment insurance and worker's compensation or comparable accident or liability insurance coverage for work-related injury or illness is required; if health insurance is provided to regular employees, the same must also be made available to OJT participants.
- J. Technical Assistance: The DEVELOPMENT AGENCY will provide assistance to both the CONTRACTOR and the REGISTRANT throughout this AGREEMENT.
- K. Equal Opportunity Employment (EEO)/Affirmative Action: No person shall be denied employment, excluded from benefits, or suffer discrimination under this AGREEMENT because of race, color, religion, sex, national origin, age, handicap, political affiliation or belief, or solely because of his/her status as a REGISTRANT under this AGREEMENT.
- L. Prohibited Activities: Participants shall not be employed on the construction, operation, or maintenance of any part of any facility that is used for religious instruction or worship

- M. Disputes: All disputes shall be resolved informally between the REGISTRANT, the CONTRACTOR and the DEVELOPMENT AGENCY. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the CONTRACTOR to resolve disputes with employees. If the CONTRACTOR has no internal grievance procedures or if the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from the Northwest Georgia Regional Commission's grievance, complaint, and disallowed cost resolution procedures. Indicate whether the OJT participant/employee will use the company's personnel procedures or the Northwest Georgia Regional Commission's Grievance Procedures to handle grievances pertaining to the participant employee's terms and conditions of employment: The REGISTRANT will use the company's personnel procedures _____ (**Contractor's Initials**) **OR** the Registrant will use NWGRC's grievance procedures _____ (**Contractor's Initials**).
- N. Delegation/Subcontracting: The CONTRACTOR shall not sub-contract or assign training duties under this AGREEMENT.
- O. Termination for Non-Performance: the ADMINISTRATIVE ENTITY, in the exercise of its discretion and under its obligation to protect public funds, may terminate the AGREEMENT for cause at any time, without prior notice or warning effective immediately upon the receipt by the CONTRACTOR of a notice of termination for cause. The ADMINISTRATIVE ENTITY may terminate any AGREEMENT in whole, or in part, at any time before the date of expiration, whenever it determines that the CONTRACTOR has failed to comply with the terms of the AGREEMENT or in the event that any of the State, Federal, or local funding sources no longer exists. The ADMINISTRATIVE ENTITY shall promptly notify the CONTRACTOR in writing of the determination and the reasons for the termination, together with the effective date, such notice must be posted by certified mail, return receipt requested. Notice of termination may specify a later date, but provision of a later date shall not relieve the CONTRACTOR of ultimate liability for any funds later determined to be unallowable.
- P. Termination for Convenience: Either CONTRACTOR, DEVELOPMENT AGENCY, or ADMINISTRATIVE ENTITY may terminate this AGREEMENT with ten (10) days advance written notice to the other parties. Notice must be posted by certified mail, return receipt requested.
- Q. Provision of Funding: If funds expected to be received by the DEVELOPMENT AGENCY are suspended or terminated in whole or in part, funding for this AGREEMENT shall cease.
- R. Modifications: This AGREEMENT may be modified at any time prior to the last date of the Agreement performance as stated on Page 1, Item 6, Training Information. Any modifications must be made by execution of a written, signed modification. If the Occupational Skills Training Outline, the total training hours, the terms of the AGREEMENT or the work location changes, the AGREEMENT must be promptly modified. The CONTRACTOR must submit any request for modification in writing to the DEVELOPMENT AGENCY. _____ (**Contractor's Initials**).
- S. Safety: Through the training period the CONTRACTOR shall ensure that the REGISTRANT is provided with relevant safety instructions and equipment necessary for reasonable protection against injury and damage. Where special clothing or equipment is provided to the Contractor's regular employees, the REGISTRANT shall be provided the same type of clothing and equipment. Local, State, and applicable Federal health and safety standards shall be observed.
- T. Monitoring And Audit: The CONTRACTOR agrees that the DEVELOPMENT AGENCY, the WIOA ADMINISTRATIVE ENTITY, and/or authorized local, State or Federal representatives have the right to monitor, audit and review the progress of training and to inspect and copy any records, books, papers, and documents which relate to this AGREEMENT for compliance with the terms of this AGREEMENT. Should any findings arise that warrant an audit, the ADMINISTRATIVE ENTITY may employ an independent auditor to examine the CONTRACTOR'S records at the expense of the CONTRACTOR. Such inspection may take place with or without notice at any time during normal business hours wherever the records are maintained; provided, if the CONTRACTOR maintains or relocates any or all of the records outside the county of employment or service provision, it shall make them available, at its expense, either at some reasonable location in the county of employment or service provision, or at a designated office of NWGRC, upon reasonable demand and notice. The CONTRACTOR will be responsible for resolution of findings disclosed within the audit.
- The CONTRACTOR will reimburse NWGRC for all unresolved audit exceptions associated with this AGREEMENT. Failure to reimburse NWGRC for unresolved audit exceptions will result in making the CONTRACTOR ineligible for future consideration as a potential WIOA Contractor. _____ (**Contractor's Initials**)
- U. Customary Practices Apply: The CONTRACTOR will ensure that the REGISTRANT is made aware of all the customary practices of the CONTRACTOR and normal requirements of the job, including the CONTRACTOR'S personnel practices and policies.
- V. Federal, State and Local Laws: The CONTRACTOR agrees to comply with all applicable Federal, State and local laws including but not limited to: the Workforce Innovation and Opportunity Act of 2014 and its implementing regulations. Copies of WIOA and its regulations, with technical assistance for application, are available from the DEVELOPMENT AGENCY on request; requirements governing business, licensing, taxation, and insurance; requirements that no funds received under this AGREEMENT may be used to assist, promote, or deter union organizing; requirements that no funds received under this AGREEMENT may be used to promote political activities; requirements that all laborers and mechanics employed by contractors or subcontractors in any construction, alteration or repair, including painting and decorating of projects, buildings, and works which are federally assisted under WIOA, shall be paid wages at rates not less than those prevailing on similar construction in the locality, in accordance with the Davis-Bacon Act; and requirements that no REGISTRANT may be hired under this AGREEMENT if such employment violates a Federal or State law regarding nepotism.
- W. Hold Harmless: The CONTRACTOR shall hold harmless the DEVELOPMENT AGENCY and NWGRC, their officers, agency employees, and funding sources from any and all liabilities and claims of any kind, including costs and expenses, on account of any suits or damages, including death, sickness or injury to persons or property from any cause whatsoever arising from or connected with the operations or the services of the CONTRACTOR, his agents, representatives or employees. The CONTRACTOR assumes responsibility for any adverse liabilities (including back pay judgments) emanating from any complaint or non-compliance or fraud and abuse found against the CONTRACTOR.
- X. Debarment and Suspension: The CONTRACTOR agrees to meet Federal and State requirements regarding debarment and suspension.
- Y. Training Not Charged to Participant/Polygraph Compliance: The CONTRACTOR assures that the REGISTRANT will be provided all training and placement services under this AGREEMENT at no charge to the REGISTRANT. The CONTRACTOR assures that it will abide by the Employee Polygraph Protection Act of 1988 and that it will not require a polygraph examination during pre-employment screening of individuals as a pre-requisite for employment.
- Z. NO IMPACT ON UNION ORGANIZING: CONTRACTOR agrees that none of the funds received through this AGREEMENT shall be used to assist, promote, or deter union organizing.

11. OCCUPATIONAL RATING SYSTEM MATRIX (FOR THE DETERMINATION OF ON-THE-JOB TRAINING HOURS)

Job Title
O*NET Code
Job Zone

Training Length: Circle the recommended hours of training based on the Job Zone and beginning hourly rate

O*NET ONLINE SPECIFIC VOCATIONAL PREPARATION JOB ZONE				
JOB ZONE 1 (SVP Level 3) • over 1 month up to and including 3 months	JOB ZONE 1 (SVP Level 3 to <4) • over 3 months up to and including 6 months	JOB ZONE 2 (SVP Level 4 to <5) • over 6 months up to and including 1 year**	JOB ZONE 3 (SVP Level 6 to <7) • over 1 year up to and including 2 years	JOB ZONE 4 (SVP Level 7 to <8) • over 2 years up to and including 4 years
200-240	360-480	480	480-600	600-800

Adjustments to Recommended Training Hours: (check all appropriate)

CHECK	INDICATOR	ADJUSTMENTS
	No previous experience	No Reduction
	1 to 3 months experience in an occupation with the same 1 st digit of the training code but did not attain marketable skills	10% Reduction
	4 to 6 months experience in an occupation with the same 1 st digit of the training code but did not attain marketable skills	15% Reduction
	Completed formal classroom or vocational training in an occupation with the same 1 st digit of the training code but has no work experience in the occupation	20% Reduction
	Completed formal classroom or vocational training in an occupation with the same 1 st digit of the training code and has up to six (6) months' work experience in the occupation.	25% Reduction
	Employer Specifications (explain) If hours were reduced or added, list number of hours to right:	_____ Reduction or _____ Added
	Other (specify reasons)	_____ Reduction or _____ Added

NOTE: The maximum hours of training may be (1) reduced due to the participant's prior work history; educational level, basic skills levels, or other circumstances based on the individual's background and/or on employer specifications or (2) increased based on employer specifications and/or the participant's basic skills levels or other circumstances, but not to exceed a total of 499 hours. Training which exceeds the recommended level above must receive prior written approval from NWGRC.

COMPLETE SECTION BELOW ONLY IF TRAINING HOURS WAS REDUCED OR ADDED:

Recommended training hours:	
Hours reduced due to prior training and/or experience and/or employer specifications:	
Hours added per employer specifications (must receive prior approval from NWGRC):	
Total approved hours of training:	

12. **SKILLS CERTIFICATE** (Complete this form when a certificate is required by the CONTACTOR as part of the OJT training curriculum or requested by the REGISTRANT or DEVELOPMENT AGENCY deems appropriate):

Complete either A (Contractor requires) or B (Registrant or Development Agency requests) as appropriate:

A. The CONTRACTOR (**FEDERAL EIN:** _____) requires the REGISTRANT complete following training resulting in a State or Nationally recognized credential as part of the OJT training requirements for successful performance of the job duties.

Training Program: _____

Training Provider: _____
(Contact Information) _____

Training Cost: _____

Contractor Signature _____ Date _____

Development Agency Signature _____ Date _____

B. The TRAINEE and the DEVELOPMENT AGENCY agree that the DEVELOPMENT AGENCY will provide space in their facilities for the REGISTRANT to utilize in order to complete the training listed below. The REGISTRANT agrees to attend the training on the hours and days listed below until the training has been successfully completed.

Type of Certificate: _____

The above referenced Certificate is issued by: _____
(Name of National or State Recognized Entity)

Specific day of the week TRAINEE agrees to attend training at the DEVELOPMENT AGENCY facilities: _____

Specific hours of the day TRAINEE agrees to attend training at the DEVELOPMENT AGENCY: _____

Training Cost: _____ Length of Training (Hours): _____

TRAINEE Signature _____ Date _____

DEVELOPMENT AGENCY Signature _____ Date _____

