

On-the- Job Training Agreement

This On-the-Job Training (OJT) Agreement is between _____ (Employer) and _____. Funding is made available to assist businesses in training and retaining a skilled, productive workforce.

This agreement is effective on _____ and shall remain in effect through June 30, 2011, or until all Training Plans initiated prior to June 30, 2011 are completed.

The Employer will be paid up to \$5,000 per Trainee or 50% of each Trainee's gross earning during the Training Period, **whichever is less**. One half of the total OJT payment will be paid when training is completed if the Trainee is still employed and is still expected to work at least thirty hours each week. The remainder of the payment will be made at the end of an additional Retention Period of three months. _____ must approve all Trainees and the Training Plans prior to the beginning of the training period. Payments may be requested on the day Training is completed and when the Retention Period is completed. Payments must be requested within thirty (30) calendar days after the end of the Training or Retention Period, using the OJT Invoice form. Late invoice submission may void payment rights. _____ staff will help prepare invoices.

OJT rules are on the reverse side of this agreement and 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.

Material deviations from this agreement, Training Plans or OJT rules may void the right to reimbursement or require repayment by the Employer of funds previously received from _____.

The Employer and _____ agree to all the terms in this OJT agreement by signing below.

FOR THE EMPLOYER:**FOR _____ :**

Company Name:

Name:

Address:

Address:

Authorized Signature

Date

Authorized Signature

Date

Printed Name and Title

Printed Name and Title

Contact Person and E-mail Address

Contact Person and E-mail Address

Phone No.

Phone No.

OJT Rules

KEY PAYMENT DEFINITIONS

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

Trainee Gross Pay: These are the amounts earned by the Trainee for work performed during the training period. Pay does not include fringe benefits which are not included in the pay check.

Retention Period: Retention occurs ninety (90) days after training completion, if the Trainee is still working at least thirty (30) hours per week.

Contact your representative if a Trainee quits or gets fired. We'll work with you to find a qualified replacement and prevent a reoccurrence. You may also qualify for partial or full payment.

APPLICABLE LAWS AND RULES

1. The Employer shall comply with all applicable Federal, State, and local laws, rules and regulations, which deal with or relate to employment, including but not limited to the Fair Labor Standards Act, as amended.
2. 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.
3. The Employer has not been debarred, suspended, declared ineligible or voluntarily excluded from Federal contracting.
4. 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 his or her status as a Trainee.
5. 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.
6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.
7. The Employer shall notify 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.

TRAINEES

1. Only those persons determined eligible by will be trained under this OJT agreement.
2. No OJT Trainee may assist, promote or deter union organizing or engage in political activities during work hours.
3. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.
4. 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.

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.
3. Each Trainee shall be provided pay, benefits and working conditions at the same level and to the same extent as other employees similarly employed.

RECORDS

1. The Employer shall maintain, preserve and make available records to support OJT payments until seven (7) years after final payment under this OJT agreement. If any litigation, audit or claim has been initiated, the records will be maintained until a final determination has been made.
2. The Employer agrees that authorized representatives of shall be given reasonable access to facilities and records.
3. The Employer will report OJT hires and terminations to .

CONTRACT TERMINATION

The performance of work under this contract may be terminated by or the Employer for good cause or convenience.