



ON-THE-JOB TRAINING PROGRAM CONTRACT

Form with fields for TRAINING OPERATOR (DWD or LWDB), CONTACT PERSON, TRAINING OPERATOR TELEPHONE NUMBER, EMPLOYER, FEIN, ADDRESS, CONTRACT NUMBER, NUMBER OF PARTICIPANTS (ALL LOCATIONS), CONTACT PERSON (EMPLOYER), CONTACT PERSON TELEPHONE NUMBER, FISCAL CONTACT PERSON, FISCAL CONTACT TELEPHONE NUMBER, FISCAL ADDRESS IF DIFFERENT THAN EMPLOYER TRAINING ADDRESS

This contract is entered into between the _____, hereinafter called the On-the-Job Training Operator, and _____, hereinafter called the Employer.

The parties hereto agree that the Employer will employ _____ participants and provide full-time, on-the-job training services in accordance with the training outline, which is attached and made a part hereof. The Employer will receive a total fixed price in an amount not to exceed \$_____ in consideration for training services provided during the period beginning _____ and ending _____. Such amount will be paid pursuant to the terms and conditions set forth under the General Assurances outlined within this contract ("ON-THE-JOB TRAINING GENERAL ASSURANCES"). Participants trained under this contract must be certified as being eligible prior to employment by the Training Operator. A "Monthly Progress Report/Invoice" covering the prior month's activities, along with other information as required for reimbursement purposes, must be submitted by the Employer to the Training Operator by the fifth working day of the following month. A form for this purpose will be furnished by the Training Operator.

EMPLOYER ATTESTATIONS (FOR WIOA OJT ONLY)

- a. The Employer attests upon entering this agreement that the training position(s) have not been relocated from any of its assets within the United States within the prior 120 days. [] Yes [] No
b. The Employer attests upon entering this agreement that it has: 1) attempted recall on all employees on active layoff of less than 365 days, and/or 2) not given notice of layoff from the same, or any substantially equivalent, position. [] Yes [] No
c. The Employer utilizes an electronic time-management system to capture time-management records. [] Yes [] No

CONCURRENCE OF THE COLLECTIVE BARGAINING AGENT

- a. Is the occupation(s) in which employment and training to be offered subject to a collective bargaining agreement? [] Yes [] No
b. If "Yes," has there been concurrence by the appropriate bargaining representative? [] Yes [] No

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

AUTHORIZED SIGNATURES table with fields for EMPLOYER SIGNATURE, DATE, TYPE/PRINT NAME, TITLE, AUTHORIZED TRAINING OPERATOR SIGNATURE, DATE, TYPE/PRINT NAME, TITLE, WDB DIRECTOR OR REPRESENTATIVE SIGNATURE, DATE, TYPE/PRINT NAME, TITLE

LEGAL CERTIFICATIONS

By signature of this Training Program Agreement, the Employer provides the following Certification regarding Debarment and Suspension in accordance with 29 CFR Part 98 and certifies that to the best of his or her knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State of Missouri department or agency;
- Have not within a three-year period preceding this Training Program Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in this certification; and,
- Have not within a three-year period preceding this Training Program Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary Employer's representative is unable to certify to any of the statements in this certification, such representative shall submit an explanation to the Training Operator.

The Contracting Agency (Employer) assures, as a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act (WIOA) from the U.S. Department of Labor (USDOL), with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal-opportunity provisions of WIOA Section 188, 20 CFR 683.600 (as proposed), and 29 CFR Part 38 (as proposed).

NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

Note: This particular assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One-Stop Delivery System (See 29 CFR 38.2, as proposed).

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Contracting Agency assures that it and its subrecipients will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contracting Agency (and its subrecipients) also assures that it will comply with 29 CFR Part 38, as proposed, and all other regulations implementing the laws listed above. This assurance applies to the Contracting Agency's operation of the WIOA Title I financially assisted program or activity, and to all agreements the Contracting Agency makes to carry out the WIOA Title I financially assisted program or activity. The Contracting Agency understands that the United States has the right to seek judicial enforcement of this assurance.

The Missouri Division of Workforce Development and the Local Workforce Development Boards are responsible for ensuring WIOA recipients comply with the nondiscrimination and equal-opportunity regulations. If the employer has 15 employees and 15 WIOA participants during a grant year, the employer will be monitored for compliance with 29 CFR Part 38, as proposed.

EMPLOYER SIGNATURE

DATE

TYPE/PRINT NAME

TITLE

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The employer must certify its current business status by completing either Box A, Box B, or Box C following on this exhibit.

<p>BOX A: To be completed by a non-business entity as defined below.</p> <p>BOX B: To be completed by a business entity that has not yet completed and submitted documentation pertaining to the federal work authorization program.</p> <p>BOX C: To be completed by a business entity that has current work-authorization documentation on file with a Missouri state agency, including the Office of Administration's Division of Purchasing.</p>

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

NOTE: Regarding government entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out-of-state agencies, out-of-state schools, out-of-state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A — CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual's Name)

DOES NOT CURRENTLY MEET the definition of a **business entity**, as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, as stated above, because *(Check the applicable business status that applies below.):*

I am a **self-employed individual** with no employees; **OR**

The company that I represent employs the services of **direct sellers**, as defined in subdivision (17) of subsection 12 of section 288.034 RSMo.

I certify that I am not an alien unlawfully present in the United States, and if _____
(Company/Individual's Name) is awarded a contract for the services requested herein under _____
(Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a **business entity** as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual's Name) agrees to complete Box B, comply with the requirements stated in Box B, and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative's Name *(Please Print)*

Authorized Representative's Signature

Company Name *(If Applicable; Please Print)*

Date

(Complete the following if you **DO NOT** have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, **DO NOT** complete Box C.)

BOX B — CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name)

MEETS the definition of a **business entity**, as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo.

Authorized Business Entity
Representative's Name *(Please Print)*

Authorized Business Entity
Representative's Signature

Business Entity Name *(Please Print)*

Date

Email Address *(Please Print)*

As a **business entity**, the Employer must perform/provide each of the following. The employer should check each to verify completion/submission of all of the following:

Enroll and participate in the E-Verify federal work authorization program:

Website: <http://www.uscis.gov/e-verify>

Phone: (888) 464-4218

Email: e-verify@dhs.gov

with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; **AND**

Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include **EITHER** the E-Verify Employment Eligibility Verification page listing the Employer's name and company ID **OR** a page from the E-Verify Memorandum of Understanding (MOU) listing the Employer's name and the MOU signature page completed and signed, at minimum, by the Employer and the Department of Homeland Security—Verification Division. If the signature page of the MOU lists the Employer's name and company ID, then no additional pages of the MOU need be submitted; **AND**

Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The Employer who meets the section 285.525, RSMo, definition of a **business entity** must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title), first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530 RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040 RSMo.)

Authorized Business Entity Representative's Name *(Please Print)*

Authorized Business Entity Representative's Signature

Position/Title *(Please Print)*

Date

Email Address *(Please Print)*

E-verify Company ID Number

NOTARY

Subscribed and sworn to before me this _____ of _____. I am commissioned as a Notary Public within the County of _____, State of _____, and my commission expires on _____.

(DATE OF EXPIRATION)

Signature of Notary

Date

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, **DO NOT** complete Box B.)

BOX C — AFFIDAVIT ON FILE — CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a **business entity** as defined in section 285.525 RSMo, pertaining to section 285.530 RSMo, and has enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency, Missouri Job Center, Local Workforce Development Board, or or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following:

- The E-Verify Employment Eligibility Verification page **OR** a page from the E-Verify Memorandum of Understanding (MOU) listing the Employer's name and the MOU signature page completed and signed by the Employer and the U.S. Department of Homeland Security—Verification Division.
- A current, notarized Affidavit of Work Authorization (*must be completed, signed, and notarized with the past twelve months*).

Name of **Missouri State Agency, Missouri Job Center, Local Workforce Development Board, or Public University*** to which previous E-Verify Documentation was submitted:

(*Public University includes the following five schools under Chapter 174 RSMo: Harris-Stowe State University—St. Louis; Missouri Southern State University—Joplin; Missouri Western State University—St. Joseph; Northwest Missouri State University—Maryville; and Southeast Missouri State University—Cape Girardeau.)

Date of previous E-Verify Documentation submission: _____

Bid/Contract Number for which previous E-Verify Documentation was submitted (*if known*):

Authorized Business Entity
Representative's Name (*Please Print*)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

Email Address

Business Entity Name (*Please Print*)

Date

FOR OFFICE USE ONLY

Documentation Verification Completed By:

Representative

Missouri Job Center (if applicable)

Date

ON-THE-JOB TRAINING PROGRAM CONTRACT GENERAL ASSURANCES

1. Participant Approval

The Workforce Innovation and Opportunity Act (WIOA) and the Trade Act of 1974 and Amendments thereafter requires that the following conditions must be satisfied for approving and paying the cost of on-the-job training:

- (a) No currently employed worker is displaced, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;
- (b) Training does not impair existing contracts for services or collective bargaining agreements;
- (c) In the case of training which would be inconsistent with the terms of a collective bargaining agreement, written concurrence must be obtained from the concerned labor organization;
- (d) No other individual is on layoff from the same or any substantially equivalent job for which such eligible participant is being trained;
- (e) The **Employer** has not terminated the employment of any regular employee or otherwise reduced the workforce with the intention of filling the vacancy so created by hiring the eligible participant;
- (f) The job for which the eligible participant is being trained is not being created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals;
- (g) The training is not for the same occupation as that from which the participant was separated and with respect to which such participant's group was certified;
- (h) The **Employer** has not received payment under any other on-the- job training provided by such **Employer** which failed to meet the requirements of (a) through (f) above;
- (i) The **Employer** has not taken, at any time, any action which violated the terms of any certification described in 3(c) below made by the **Employer** with respect to any other on-the-job training provided by the **Employer** for which any other **Training Operator** has made reimbursement payment; and
- (j) There is no member of the prospective participant's immediate family engaged in an administrative capacity for the **Employer**.

2. Termination of Contract

The performance of work under this contract may be terminated by the **Training Operator** when, for any reason, it is determined that such termination is in the best interest of the program, or when it has been determined that the **Employer** has failed to comply with any of the other provisions contained in the contract.

3. Termination of Participants

- (a) **Employer** agrees that participant will not be terminated without prior notice to such participant and with prior consultation with the **Training Operator**. Reasonable opportunity will be provided for improvements of any unsatisfactory performance, including substandard or unsatisfactory progress or conduct, so that the **Training Operator** may assist in correcting, adjusting, and improving such performance before termination becomes necessary. This, however, does not preclude the **Employer's** right to terminate the participant in the event of gross misconduct or other causes for immediate termination, as defined in the **Employer's** personnel standards and policy.
- (b) **Employer** shall be responsible to report to the **Training Operator** within ten (10) working days the voluntary or involuntary termination of participants from the training program.
- (c) **Employer** agrees not to terminate participant for the exclusive reason of contract expiration. It is expected that the participant will be retained for at least twenty-six (26) additional weeks after completing the training, if the participant desires to continue such employment, and the **Employer** does not have due cause to terminate the employment.
- (d) **Debarment and Suspension:** Employer agrees to meet Federal and State requirements regarding debarment and suspension.

4. Participant Wages and Benefits

- (a) Hourly wages paid to participants shall not be less than the highest of the following:
- the minimum wage rate prescribed by the federal, state, or local law;

4. Participant Wages and Benefits (continued)

- the prevailing wage rate for persons similarly employed by the **Employer**; or,
 - the wage rate required by an applicable collective bargaining agreement.
- (b) **Employer** agrees that the participant will receive all fringe benefits available to other employees in the same class during the training program, and the participant will be assured of workers' compensation at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system.
 - (c) No participant will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety. Participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

5. Payments

- (a) Payment for OJT shall be based on the total hours worked per month multiplied by the training cost per hour within that job title. Overtime costs and holiday pay will not be reimbursed. Total reimbursement shall not exceed the amount agreed upon in this contract.
- (b) **Employer** must be current on tax payments. Outstanding state taxes could result in rejection of reimbursement until resolved.
- (c) **Employer** agrees to provide full-time employment, defined as not less than 32 hours per work week if contract is established under a WIOA program or defined as 'full-time' by the employer if contract is established under the Trade Program.
- (d) Payments made under this contract cover all payment obligations by **Training Operator** to **Employer** and payment for the **Employer's** services in providing training is considered sufficient by all parties to cover costs of training. These costs include OJT instruction, non-productive time, extra wastage, added wear and tear of equipment, and the added supervisory effort. No other obligation for payment or other financial liability of any kind is incurred by **Training Operator**.
- (e) No payments may be made to **Employer** for the training of participants in OJT during the periods of work stoppage as a result of a labor dispute or natural disaster.

6. Records Maintenance

- (a) **Employer** shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all training costs and services claimed to have been incurred and anticipated to be incurred for the performance of this contract.
- (b) **Employer's** records to be maintained shall include documentation of participant's daily time and attendance records.
- (c) The **Employer** shall preserve and make available records until the expiration of five (5) years from the final payment under this contract.
- (d) The **Employer** agrees that authorized representatives of **Training Operator** and other representatives of funding sources shall be given access to, at all reasonable times, the facilities and records pursuant to this contract.
- (e) Upon request of the **Training Operator**, the progress of the participant shall be reported. The **Employer** shall assist in providing the **Training Operator** access to participant to perform counseling services.
- (f) **Employer** affirms enrollment and participation in the E-Verify federal work-authorization program.

7. Disclosure of Confidential Information

The **Employer** agrees to maintain the confidentiality of any information regarding applicants and participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source.

8. Laws Applicable

The **Employer** will perform its duties under this contract in accordance with the WIOA regulations, the Trade Act of 1974 and Amendments thereafter, and procedures and standards promulgated there under, as well as any subsequent legislation, regulations, procedures, and standards enacted in substitution or in addition thereto.

Acknowledgement: I have received the above information. **Employer's Initials:** _____ **Date:** _____