



On-the-Job Training (OJT) Contract with Training Plan OJT CONTRACT NUMBER:

Section 1: Contact Information

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

OJT Provider: _____

Contact Person: _____ Telephone #: _____

OJT Address: _____

Email: _____ Fax #: _____

Employer Name: _____ F.E.I.N. #: _____

Employer Address: _____

Contact Person: _____ Telephone #: _____

Email: _____ 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: _____

O*NET SOC #: _____ O*NET Job Zone: _____

Job Description:

Hourly Wage Rate: _____ Reimbursement Rate: _____

Maximum Reimbursement: _____

Labor Market Outlook:

Skills To Be Learned	Estimated Training Hours	Start Date	Completion Date

Tools, Uniforms, Supplies Needed For Training:

Section 3: OJT Agreement

This On-the-Job Training (OJT) Agreement is entered into between the Employer and Iowa Plains herein after “OJT Provider” and

(Name of Employer) _____,
herein after “Employer.” Both parties agree to the terms and conditions set forth within this contract. The contract term commences on **(Enter Start Date)** _____ and terminates on **(Enter End Date)** _____.

Section 4: General Terms And Conditions

Contract Purpose

The purpose of this contract is to establish the general terms and conditions under which Iowa Plains may refer individual Workforce Innovation Opportunity Act (WIOA) participants (“the Trainee”) to the Employer to enable the WIOA participants to take part in an OJT.

OJT Definition

For purposes of this contract, the term “on-the-job training” is the same as defined by WIOA and 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% (not to exceed \$10,000.00) 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.

Fiscal

2. OJT Provider shall reimburse Employer on a **monthly basis** in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to Trainee.
3. Employer **agrees to maintain adequate time and attendance, payroll, and other records to support** amounts reimbursed under the OJT contract.
4. 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.
5. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
6. Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel records.
7. A fixed unit cost method of reimbursement of the participant's wages is based upon the difference between the costs of training of this WIOA participant and the costs for other individuals similarly employed. This reimbursement will be based on individuals similarly employed. This reimbursement will be based on participant(s) wages and may not exceed fifty percent (50%) of total wages paid to the participant(s) and other allowable training costs as described under "Other Contractual Agreements". Reimbursement for this Contract will not exceed the amounts listed on each individual contract.
8. **To be reimbursed Employer must provide a copy of the paycheck to Iowa Plains for verification purposes.**

Employer Assurances

9. Employer shall provide worker's compensation coverage for the OJT.
10. 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.
11. 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. 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.

13. 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, environmental laws or health and safety laws). 29 CFR 37.38(b)
14. 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. Employer assures that they have not been debarred or suspended in regard to federal funding. 29 CFR Part 98
16. Employer further assures that OJT funds will not be used to assist, promote, or deter union organizing. 20 CFR 663.730
17. 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. 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. 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. The Employer will provide training which will enable the participant(s) to meet the minimum qualifications of occupational goals.
21. The Employer agrees to notify the Iowa Plains Career Planner of any major difficulty which could prevent any participant from completing the specified training as soon as the problem is identified. Progress reports on participant(s)

will be completed by the Employer on a **monthly** basis. These reports will be submitted to the Iowa Plains.

22. The Employer is hiring the participant(s) and will pay wages, FICA, Workers Compensation, and other benefits normally afforded to other employees.
23. At a minimum, the following records are to be kept by the CONTRACTOR: daily participant time/attendance records, signed contract with any modifications, contract claims, invoices, correspondence, and customary personnel files. These records shall be kept for a minimum of four (4) years following the conclusion of this Contract.
24. After an individual successfully completes an OJT, Employer shall:
 - a. Retain the individual in the occupation for which the individual was trained, and
 - b. Continue to compensate the individual at the hourly wage rate specified in this OJT contract or at a higher rate.
 - c. Employer's retention of the individual is subject to Employer's right to terminate the individual for any legal business reasons.
 - d. Employer shall not terminate the individual to enter into another OJT contract to train another individual through OJT.

Additional Terms

25. Employer must provide comprehensive general liability insurance protection to Trainee.
26. 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 WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.
27. The parties to this contract assure that each will fully comply with the nondiscrimination and equal opportunity provisions of Sections 188 of WIOA and its implementing regulations.

Section 5: Signatures

I hereby agree to all the terms and conditions in this OJT Agreement.

_____	_____
OJT Provider Signature/ Date	Employer Signature/ Date
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

Section 6: Concurrence Of The Collective Bargaining Agent

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

28. Is the occupation in which the OJT is being offered, subject to a collective bargaining agreement?

YES NO

29. If yes, please indicate the name, title, and union affiliation of the appropriate bargaining representative:

Bargaining Representative Signature

Bargaining Representative Printed Name

Bargaining Representative Title

Union Affiliation