

On the Job Training(OJT) Agreement

Contract Period:
Contract Date:

**Arkansas Department of Career Education
Arkansas Rehabilitation Services**

Contract Status <input type="checkbox"/> Draft <input type="checkbox"/> Final

SECTION 1: GENERAL INFORMATION

OJT/ARS Agent (Chief of Field Services)

Agency/ARS Agent:	DEPARTMENT:	E-mail:
Address:	Telephone:	Fax:

OJT/ARS Business Engagement Representative

Name:	Alternate Contact Person:	E-mail:
Address:	Telephone:	Fax:

EMPLOYER/BUSINESS

Employer's Legal Business Name:		
Alternative Business Name(s) (including DBAs):		
Business Address:		
On the Job Training facility location (If different than above):		
Employer OJT Contact Person:		Title:
Contact Telephone:	E-mail:	Fax:
Type of Business: <input type="checkbox"/> Private: <input type="checkbox"/> sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-profit (i.e., hospital)		
Business Description/Main Product:		
Employer NAICS Code ¹ :	# of Employees on Site:	# Years in business:
Workers' compensation company:	Workers' compensation account #:	Workers' compensation effective dates:
Does the company have any of the following (if so, please attach copies to this contract): <input type="checkbox"/> EEO/Affirmative Action Plan <input type="checkbox"/> Written Grievance Procedures <input type="checkbox"/> Personnel Policies & Procedures		

³ North American Industry Classification Systems (NAICS)

SECTION 2: ON-THE-JOB TRAINING PROGRAM

TRAINEE INFORMATION

Trainee Name:	Last 4 of SSN#:	Telephone:
Statement of need for On-the-Job training:		
How will the On-the-Job Training benefit the Trainee?:		

ON THE JOB TRAINING POSITION INFORMATION (VR Counselor will complete)

OJT Job Title:			
OJT Job Description:			
OJT Beginning Date:		End Date:	
Work Schedule (days/times):		Hours/week:	
O*NET SOC # ² :	(if applicable)	*SVP Level ³ :	(if applicable)
Hourly Wage Rate: \$_____	Negotiated Rate: _____	Total Training Hours: _____	Max Reimbursement: \$_____
Trainee Pay Schedule: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (Specify):			
Training Supervisor:		E-mail:	Phone:

***SVP Level refers to whether the job is unskilled (1-2), semi-skilled (3-4) or skilled (5, 6, 7, 8, 9)**

EMPLOYEE BENEFITS (CHECK ALL THAT APPLY)

Benefit Provided	Type of Benefit	% Covered by Employer	When Available to Employee
<input type="checkbox"/>	Medical Insurance		
<input type="checkbox"/>	Life Insurance		
<input type="checkbox"/>	Paid Holidays		
<input type="checkbox"/>	Sick Pay		
<input type="checkbox"/>	Paid Vacation		
<input type="checkbox"/>	Retirement Benefits		
<input type="checkbox"/>	Other (specify):		

⁴ Standard Occupational Classification (SOC). See O*NET for more information: <http://online.onetcenter.org>

⁵ Specific Vocational Preparation (SVP). O*NET: <http://online.onetcenter.org>

On the Job Training Performance Evaluation OUTLINE

Training Phase One = 1st half of OJT

Training Phase Two = 2nd half of OJT

Training Phases should be equal in length (i.e., OJT is 6 weeks, then an evaluation should be completed every 3 weeks)

On the Job Training Performance Evaluation OUTLINE				
PHASE ONE DATES:			PHASE TWO DATES:	
SKILLS TO BE LEARNED <i>(skills may be learned concurrently)</i>	PHASE NO. (Phase I or Phase II)	INSTRUCTION METHOD (e.g. instruction, shadowing, practice, reading manuals, etc.)	ESTIMATED TRAINING HOURS	PROGRESS EVALUATION METHOD OD = Observable Demonstration PR = Product Review Q = Meets Performance Quota
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

SECTION 3: TERMS AND CONDITIONS

This On the Job Training Agreement is between Arkansas Rehabilitation Services herein after called the OJT/ARS Agent and _____, herein after called Employer. Both parties agree to the terms and conditions set forth within this agreement. The agreement term commences on _____ and terminates on _____.

AGREEMENT PURPOSE

The purpose of this agreement is to establish On the Job Training, as that term is defined under the Workforce Innovation and Opportunity Act of 2014, for clients with disabilities.

OJT DEFINITION

In accordance with the WIOA Section (3)(44), the term “on-the-job training” 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) Be made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in section 134(c)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training; and
- c) Be limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate .

ARS DEFINITIONS

- a) ARS Agent is defined as the Chief of Field Services and/or designee as determined by the ARS Commissioner, Deputy Commissioner, or Chief of Field Services
- b) BER is the Business Engagement Representative from the Business Engagement department within Arkansas Rehabilitation Services. This representative assists and/or refers clients and businesses for participation with an OJT. He/she will also work with the VR Counselor.

The Employer/Training

1. The Employer agrees to employ the Trainee and develop a training plan for the On the Job Trainee that includes competencies needed to be satisfactorily skilled in the On the Job Trainee position.
2. The Employer agrees the OJT period will be **at least four weeks and not exceed 26 weeks**.*
3. The Employer will not start any Trainee at work or begin on-the-job training until an OJT Contract has been issued and signed by the ARS Agent. The Employer understands that OJT funds cannot be authorized after work has begun.
4. The Employer attests that the Trainee is not presently employed and has not previously been employed by the Employer in the same or similar capacity as the OJT position, nor is the Trainee presently on a layoff status subject to recall by the Employer or other like status with the Employer.
5. 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.

6. The 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.
7. The Employer agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rate, including increases, and benefits as trainees or employees who are situated in similar jobs with similar experience. Such rates shall be in accordance with applicable law, but no less than the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law, which ever is higher.
8. The Employer agrees to complete monthly progress reports, invoices, and other OJT -related paperwork in a timely fashion.
9. The Employer will provide a copy, if available, of its policies to the Trainee covering, in addition to benefits and grievance procedures, any specific rules or regulations by which the Trainee is expected to abide. If no Employer grievance policy is provided, the ARS agent policy will apply.
10. The Employer sponsored level of training in existence prior to initiation of this project shall be continued and not be reduced in level of effort in any way as a result of this Contract except for reductions unrelated to the provisions or purposes of this Contract.
11. The 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.
12. Employer assures the OJT training will not involve political activities.
13. Employer assures that the OJT Trainee 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.
14. The Employer may not further subcontract the on-the-job training provided for under this Agreement.
15. The Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that it will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention.
16. The Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the On the Job Training agreement.
17. The Employer shall, until expiration of 3 years after final payment under this Agreement or until such time as any related legal action is resolved, maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred in the performance of this Agreement.
- 18.

HEALTH AND SAFETY

1. Employer agrees that it possesses the necessary facilities, staff, and equipment to provide quality training.
2. Employer ensures that its buildings and surroundings pose no threat to the health, safety, or welfare of employees. Such buildings and surroundings, to the best knowledge of the Employer, also meet the standards set forth in the applicable rules and regulations of the Occupational Safety and Health Administration (OSHA), and other applicable state and local health and safety regulations.

ARS

1. The ARS VR Counselor with support of the BER will negotiate the administrative cost. The amount will not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to Trainee. The funds are paid to the employer.
2. Payments are based upon hours actually worked. NO vacation, sick, or holiday pay is allowable.
3. OJT Trainee/Participant is required to submit a bi-weekly timesheet, which will be forwarded to the designated ARS Field Counselor. This timesheet is intended to record and verify hours worked as well as provide ongoing feedback to ARS regarding the trainee's performance in the OJT.
4. Overtime hours are not permitted for trainees under with the Subsidized or Unsubsidized Work Experience Programs. Payment for hours worked in excess of the allowable hours under either this agreement or FLSA (whichever is less) is the responsibility of The Employer and must be made in compliance with applicable FLSA guidelines.
5. ARS VR Counselor will set up the business as a vendor. A process will be communicated to the business.

MONITORING

1. Employer agrees that records which are directly related to the On the Job Training agreement are subject to review, monitoring, and audit by the ARS Agent, the State and/or the federal government or their authorized agents/representatives, at any time and without prior notice to the employer.
2. The Employer's plants and other facilities, or such part thereof as may be engaged in the performance of this Agreement, and all records pertinent thereto shall be subject, upon delivery of reasonable notice, to monitoring, inspection and audit by the ARS Agent, the Governor, Secretary of Labor, Inspector General, or Comptroller General, or their authorized representatives.
3. Employer agrees that such parties shall, until expiration of 3 years after final payment under this Agreement or until such time as any related legal action is resolved, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Employer involving transactions related to this Agreement and the right to interview the Employer's personnel regarding such matters. All pertinent records shall be open to inspection and audit and subject to being copied either at the Employer's plants or such part thereof as may be engaged in the performance of this Agreement or, shall be furnished to the ARS Agent or his/her authorized representative upon request

COLLECTIVE BARGAINING (if applicable)

1. The Employer certifies that the On the Job Training 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 the OJT, or it has no collective bargaining Agreement with a labor organization that covers the OJT position.
2. The Employer further assures that OJT funds will not be used to assist, promote or deter union organizing.

EMPLOYER ASSURANCES

1. The Employer shall provide worker's compensation coverage for the OJT Trainee.
2. The Employer must provide comprehensive general liability insurance protection to Trainee.
3. The Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
4. The Employer assures that it is not debarred or suspended in regard from receiving federal or state funding.

5. The Employer agrees to comply with the non-discrimination and equal opportunity provisions of the Workforce Investment Act of 1998 and its regulations?
6. The Employer assures that it is in compliance with the rules and regulations of (1) Unemployment Assistance, (2) Universal Health Insurance, and (3) Fair Share.
7. The Employer stipulates and agrees that the establishment in which on-the-job training will be given:
 - a) Has not been moved from any previous location less than 120 days prior to the effective date of this Agreement;
 - b) Is not a branch, affiliate or subsidiary of a business entity in another locations which has, at any time subsequent to the date in (1) above, relocated or expanded so as to cause an increase in unemployment or the closing down of operations in which the entity conducts business operations.

POST-TRAINING EMPLOYMENT

1. Employer agrees that it will not require any Trainee, whose training costs are subsidized in whole or in part with on-the-job training program funds, to sign any non-competition Agreement that would limit the future employment of the Trainee in respect to any period of time and/or geographic limit.

DISPUTES, MODIFICATIONS AND TERMINATIONS

1. Any dispute arising under this Agreement which alleges a violation of the Workforce Innovation and Opportunity Act (WIOA) or its regulations shall be handled in accordance with the ARS Agent Grievance Procedure. The Employer agrees that no civil action alleging a violation of WIOA of 2014 or its regulations shall be filed without first exhausting the administrative remedies described in the ARS Agent's Grievance Procedure, the Workforce Innovation and Opportunity Act (WIOA), as amended, and its regulations.
2. The foregoing provision does not prohibit either party from filing a civil action or other form of action or complaint for alleged non-WIOA causes of action. The parties hereto may resolve non-WIOA grievances by arbitration or some other form of dispute resolution process upon which they mutually agree. Certain WIOA related grievances may also be resolved in this alternative manner in accordance with the provisions of the WIOA regulations.
3. The ARS Agent reserves the right to institute an administrative modification to reduce in whole or in part the monies provided under this Agreement should available monies become insufficient to continue contracted levels.
4. On the Job Training agreement 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
5. Trainees will not be terminated without prior notice to the Trainee and reasonable opportunity for correction or improvement of performance including substandard or unsatisfactory progress or conduct. In the case of a Trainee termination, the Employer agrees to immediately contact the ARS Agent and the BER to alert them of this action.
6. Failure to comply with any of the terms and conditions of this Agreement shall constitute grounds for termination. This Agreement may be terminated for non-performance by either the ARS Agent or the Employer following written notice to the other party. Such notice must be posted by certified mail, return receipt requested, and must specify and document the reason for termination.
7. The ARS Agent may, by written notice of default to the Employer, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - a) If the Employer fails to perform the services specified herein; or
 - b) If the Employer fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms,

and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the ARS Agent may authorize in writing) after receipt of notice from the ARS Agent specifying such failure.

SECTION 5: SIGNATURES

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

EMPLOYER SIGNATURE

Employer Signature:	Date:
Type/Print Name:	Title:

ON THE JOB TRAINING / ARS AGENT SIGNATURE

Signature:	Date:
Type/Print Name:	Title: