



Workforce Innovation and Opportunity Act (WIOA)
On-the-Job Training Master Agreement
On-the-Job Training General Terms and Conditions

OJT Master Agreement # _____

I. MASTER AGREEMENT

MADE this effective date, _____, by and between Equus Workforce Solutions, a private corporation with its principal office(s) located at 805 N, Whittington Parkway, Louisville, Kentucky 40222, hereinafter referred to as the “Vendor” and _____, with its principal office(s) located at _____, hereinafter referred to as “the Employer;” and

WHEREAS, the South Central Workforce Investment Board D/B/A SCPa Works, hereinafter referred to as “SCP a Works,” a Commonwealth of Pennsylvania Local Workforce Development Board (LWDB) and a nonprofit corporation with its principal offices located at 4201 Crums Mill Rd, Harrisburg, Pennsylvania 17112, as established under section 3122 of the Workforce Innovation and Opportunity Act, hereinafter referred to as “WIOA,” 29 USCS § 3101 et seq. and serving as the pass through agency for the allocation and use of WIOA funds; and

WHEREAS, SCP a Works serves as the financial and oversight entity that has the authority to honor, fiscally approve, and satisfy or reject On-the-Job Training, hereinafter referred to as “OJT.” SCP a Works provides funding as the fiscal agent of WIOA funds for reimbursement to Equus in which Equus is serving as a subrecipient of WIOA funds. Said OJT funds are allocated and determined as subsidized payment for individually contracted OJT agreements, binding the Employer and WIOA-eligible individuals, who are properly enrolled in a WIOA program, hereinafter referred to as “Participants,” and

WHEREAS, the Employer agrees to employ the Participant(s) and shall provide a structured training opportunity through which trainees gain the knowledge and competencies necessary to be successful in the occupation for which the training is received; and

WHEREAS, the employer/employee(s) relationship shall be maintained for the duration of the OJT period until successful completion of the training with the clear and defined expectation that the Employer shall retain the Participant(s) for long-term, sustainable employment following the duration of the OJT.

II. PURPOSE

The purpose of this Agreement is to establish the general terms and conditions under the circumstance in which Equus has referred a Participant or Participants to the Employer to take part in the OJT program as defined under WIOA legislation, 20 CFR §680.700, and within regulatory compliance of policy and procedures detailed in this OJT Agreement, the SCP a Works OJT Policy #P-

15.2.22, the SCPa Works OJT Contract and Training Plan, the SCPa Works Time Sheet and Progress Report, and the SCPa Works invoice for reimbursement process.

III. ON-THE-JOB TRAINING DEFINED

In accordance with WIOA Section 3(44) and 20 CFR §680.700, the term OJT, shall be understood in this Agreement to mean:

Training by an employer that is provided to a paid WIOA-eligible participant while engaged in productive work in a job that:

- (A) Provides knowledge or skills essential to the full and adequate performance of the job;
- (B) Is made available through a program that provides reimbursement to the employer up to 50 percent of the agreed-upon wage rate of the participant(s) for the extraordinary costs of providing the training and supervision related to the on-the-job training, and up to 75 percent wage reimbursement with authorization from the SCPa Works Director of Programs, as provided in WIOA sec. 134(c)(3)(h) and 20 CFR §680.730.

IV. OBLIGATION

This is a cost reimbursement agreement whereby Equus will manage reimburse payments to the Employer for the total cost of the OJT, as stated in the SCPa Works OJT Contract and Training Plan, hereinafter referred to as the “Contract and Training Plan,” as pursuant to the terms and conditions set forth herein by which this Agreement binds Equus and the Employer.

WHEREAS, Equus shall adhere to the SCPa Works Invoice Processing for Reimbursement for reimbursements that have been paid to the Employer within regulatory compliance of WIOA, SCPa Works OJT Policy #P-15-2.22, the Training Plan, and this Agreement; and

WHEREAS, Equus shall submit OJT costs for reimbursement to SCPa Works on a monthly basis, no later than five business days after the last day a Participant(s) worked in each respective month.

In consideration for the extraordinary costs of training to be provided by the Employer to the Participant(s) during the term of this Agreement, the Employer shall receive the wage reimbursement rate as described in the Contract and Training Plan and as set forth in this Agreement, for every hour paid to the Participant up to the pre-established lifetime maximum per Participant, in accordance with the SCPa Works OJT Policy #P-15-2.22, and not to exceed the maximum percentage of wage reimbursement as set forth in WIOA Section 134(c)(3)(H).

V. REIMBURSEMENT BY SCPa WORKS TO EQUUS

SCPa Works agrees to pay monthly invoices to Equus for OJT contractually agreed-upon costs upon receipt and verification of payroll records, Time Sheets, and Progress Reports. Upon receipt of Participant Time Sheets and Progress Reports, Equus shall compile monthly wage percentage calculations based on the agreed-upon wage percentage compensation as stated in Section 3 of the Contract and Training Plan. Equus shall follow the SCPa Works Invoice Processing for Reimbursement procedure in order to receive monthly reimbursement payments for all current and recently ended OJTs.

In accordance with the SCPa Works Invoice Processing for Reimbursement directive #D-7-11.23, invoices for all grants are due on the tenth (10th) calendar day of the month following the month in

which the expenditures accrued.

The Employer understands that OJT wage reimbursement payments shall not be based upon, nor include hours reflecting overtime, shift differential, premium pay, and other non-regular wages, nor shall the payments be based on such periods of time as illness, holidays, plant downtime, or other events in which no training occurs as stated in the disallowed costs listed at 2 CFR 200, Subpart E.

Any payments to the Employer that have been obligated by this agreement but are as yet unearned may be suspended or terminated in the event that the Employer refuses to accept any added conditions imposed by the United States Congress, the United States Department of Labor, the Commonwealth of Pennsylvania Department of Labor Bureau of Workforce Development Administration, or any other governmental body that has authority over formula-funded OJT laws, regulations, or policies.

Any funds obligated under the terms of this Agreement by Equus are to be paid according to WIOA regulations governing OJT Agreements. Although performance may have been accepted and reimbursement of costs made, any cost disallowance subsequently discovered through OJT review, case audit, program exit, or any other process shall be reimbursed by the Employer to Equus within 30 calendar days of notice.

VI. EMPLOYER COMMITMENT

As set forth in WIOA Final Rule, the Employer shall hire and maintain the Participant(s) as a regular member of the Employer's workforce, subject to the same conditions of employment as the Employer's other regular employees as detailed at 20 CFR §680.700 Subpart F.

The Employer agrees to employ the Participant and to remain in adherence to WIOA guidelines as described in WIOA Section 134(c)(3).

Following the completion of the OJT, the Employer shall retain the Participant in unsubsidized employment at a wage no less than the wage in place at the completion of the OJT. In addition to being the Participant's employer of record and placing the Participant on the Employer's regular payroll, the Employer hereby represents and warrants that:

- 1) The Participant shall receive the same wage and benefits and be subject to the same terms and conditions of employment as the Employer's other employees performing the same or similar work;
- 2) The Participant shall be provided clothing or equipment if such is provided to other employees performing the same or similar work; and
- 3) The Participant shall be provided continued supervision and training in the occupation for which they are hired in order to attain full competency in the targeted occupation, job description, and skill set that has been detailed in the Training Plan.

Conditions of employment and training as outlined in the Training Plan and in this Agreement shall be in full accordance with all applicable federal, state, and local laws, including health and safety laws, the Commonwealth of Pennsylvania Child Labor Act, the Americans with Disabilities Act (ADA), the Pennsylvania Human Relations Act (PHRA), the Equal Pay Act, and the Pennsylvania Vocational Rehabilitation Act.

VII. RECORDS

The Employer shall maintain accurate time and attendance, payroll, and other employee records

to support amounts reimbursed under this Agreement and shall make sure records are available for inspection upon reasonable notice from WIOA or such other entity identified under WIOA as having fiscal or programmatic responsibility for OJTs, including but not limited to agents of the federal, state and local governments, and WIOA personnel. Such records shall be retained by the Employer for no fewer than five years.

VIII. COLLECTIVE BARGAINING

The Employer certifies that this OJT shall not impair existing agreements for services or collective agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of the OJT program, or it has no collective bargaining agreement with a labor organization.

IX. INDEMNIFICATION

This Agreement constitutes that each party will indemnify and save the other harmless from and against any claims, actions, damages, liabilities, and expenses in connection with loss of life, personal injury and/or damage to property, including any employment law claims, arising from or out of intentional or negligent act or omissions of the parties' respective offices, directors, agents, contractors, employees, servants, subtenants, tenants, invitees, concessionaires, or other representatives.

X. MODIFICATION AND TERMINATION

The performance of this Agreement may be delayed or suspended by an act of war, civil disorder, terrorist acts, employment strikes, hazardous or harmful conditions, emergency declaration, natural disasters, or any other cause beyond the control of either party. In the event of this Agreement being delayed or suspended, the Agreement can only resume upon the mutual consent of the Participants, the Vendors, and the Worksite under a signed addendum attached to this Agreement at the time of project reinstatement.

Notwithstanding the foregoing, Equus may terminate or modify this Agreement at any time due to actions taken by the federal, state, or local governments that result in a frustration of Agreement 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.

In addition, Employer's failure to fulfill its obligations under this Agreement shall be cause for immediate termination of this Agreement. The Employer understands and agrees that such failure may result in any training furnished being considered unallowed under the terms of this Agreement. Such a determination shall result in the disallowance of compensation for the training.

In the event that a Participant does not complete the number of scheduled hours of training authorized under this OJT Agreement, the Employer shall assist Equus in determining the actual number of hours the participant worked. Case files and case notes shall be documented in detail as to the reasons for an early OJT Agreement termination.

Amendments, modifications, or addenda to this Agreement shall be submitted in writing and be made with the consent of all parties.

XI. EMPLOYER ASSURANCES

Employer assures and certifies that:

- In accordance with WIOA Section 181(a)(1)(A), the Employer shall compensate the Participants at the same rates, including periodic increases as existing trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. The wage rates stated in this agreement shall be in accordance with the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) and the Commonwealth of Pennsylvania minimum wage.
- The Employer shall comply with the requirements of the WIOA, Public Law 105-220 as amended, regulations, policies, guidelines, circulars and field memorandum promulgated thereunder by the Department of Labor, the Commonwealth of Pennsylvania, and such other body as may have authority over WIOA funds or programs.
- The Employer shall comply with the federal Americans with Disabilities Act of 1990 (ADA) and maintain proof of Equal Opportunity Act of 1972 (EO) policies, standards, and grievance procedures.
- The Employer shall comply with Title VI and VII of the Civil Rights Act of 1964 and in accordance with those titles, no person in the United States shall on the ground of race, ethnicity, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity for which the applicant receives Federal financial assistance.
- The Employer shall not utilize OJT funds obtained under this Agreement for political purposes, nor engage, nor cause its employees, to engage in the conduct of political activities that violate the Hatch Act.
- The Employer shall not utilize funding under WIOA to assist, promote, or deter union organizing.
- The Employer shall not utilize WIOA funds to reimburse the Employer for the cost of contributions on behalf of any participant to retirement systems or plans.
- No person with responsibilities under a WIOA-funded program shall discriminate with respect to any program participant on the basis of race, age, marital status, disability, color, national origin, political affiliation, sex, or sexual orientation. NO person shall be discriminated against solely because of his or her status under this Contract.
- The Employer shall provide comprehensive general liability insurance protection to the Participant, and, if the Participant shall operate a motor vehicle as part of their job responsibilities, the Employer shall provide comprehensive vehicle liability insurance as well.
- The Employer shall provide Workers' Compensation Insurance at Employer's sole cost and expense. The Employer shall provide evidence of this insurance coverage to Equus upon request. Insurance Company Name: _____ Policy #: _____
- Any entity identified under WIOA as having fiscal or programmatic responsibility for an OJT established under this Agreement, including but not limited to agents of the federal, state and local governments and WIOA personnel, may at all times have access to the place of training and to the Participant to assure that the progress and quality of the training are in compliance with this Agreement.

XII. AUTHORITY OF SIGNATORIES

The persons executing this Agreement on behalf of parties hereof represent and warrant that (a) the execution and delivery of this Agreement is duly authorized, (b) signatures of individual persons indicate that each party is authorized to execute and deliver this Agreement, (c) this Agreement is the

valid and binding obligation of each party, enforceable in accordance with its terms, and (d) the consent of no other party claiming through or under any of the parties is required to effectuate the terms hereof.

This Agreement contains the understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The undersigned have reviewed this Agreement for form, content, funding, and training restrictions, and, by signing this Agreement, execute this Agreement on behalf of their respective parties.

This Agreement, when signed by all parties as indicated below, shall be construed under the laws of the Commonwealth of Pennsylvania. If any provision of this Agreement is determined to be invalid or unenforceable, all other provisions shall continue in full force and effect.

CONTRACTUAL APPROVAL:

This On-the-Job Training Agreement, whereof the party, Equus Workforce Solutions, and the Employer, _____, intending to be bound by this Agreement, have caused their proper and duly authorized officers to execute and deliver this Agreement to be approved and effective whereas indicative of the signatures and dates below.

Contracted Vendor Representative; EQUUS

I, _____, have reviewed this On-the-Job Training Agreement for form, content, guidelines, processes, and training restrictions, and, by signing this Agreement, I confirm that I find all content and material to be true and in order.

Title: _____

Signature: _____ Date: _____

I approve of the attached On-the-Job Training Plan description and skill-progression details.

Employer Company Name; _____ :

Employer Representative Name; _____

I, _____, have reviewed this On-the-Job Training Agreement for form, content, guidelines, processes, and training restrictions, and, by signing this Agreement, I confirm that I find all content and material to be true and in order.

Title: _____

Signature: _____ Date: _____

I approve of the attached On-the-Job Training Plan description and skill-progression details.