**On-the-Job Training Contract and Assurances**

**THIS IS A CONTRACT between the Employer and the Nebraska Department of Labor (Service Provider) for the on-the-job training (OJT) activity.**

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| --- | --- | --- |
| **EMPLOYER:** |  | |
| Mailing Address: |  | |
| City, State, ZIP: |  | |
| Federal I.D. Number: |  | |
| Contact Name: |  | |
| Title: |  | |
| Telephone: |  | |
| Email Address: |  | |
| Location of Training Worksite: | |  |
| Products or Services: | |  |
| Type of Company  [check all that apply]: | Public Entity  Individual  Nonprofit Corporation  Partnership  For Profit Corporation  Other: | |

Funding is made available to assist businesses in training and retaining a skilled, productive workforce.

This agreement is effective on (date) and shall remain in effect through (date), or until all Training Plans initiated under this Agreement are completed, whichever is later.

The Employer will be reimbursed for a percentage of each Trainee’s regular wages (as defined in the Greater Nebraska Workforce Development Area On-the-Job Training Policy) in accordance with the individual’s OJT plan during the training period. The OJT plan must be approved prior to the beginning of the Training Period. Please note, if a training plan was not initiated prior to the end date of this contract, (date), a new pre-award application and contract need to be completed.

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1. Employer intends to retain the Trainee in the occupation and at the wage rate provided by this Contract after the end of the training period, subject to the Employer's right to terminate the Trainee for normal business or personal reasons.

2. The individual signing this Contract on behalf of the Employer is an authorized agent and certifies that all information contained in this Contract relevant to the Employer is correct.

3. The Employer will provide Workers Compensation Insurance (unless the Employer is exempt) for the Trainee and will abide by federal and state health and safety standards and other conditions of employment established under state and federal law.

4. The Trainee shall be compensated at the same rate as similarly situated employees or trainees (including periodic increases). Wages paid will be at least the hourly rate indicated by the training plan, and the Trainee will be subject to the same working conditions and receive the same fringe benefits as other employees similarly employed.

5. If the Employer pays for Trainee classroom training during the training period, the Service Provider will reimburse the Employer for such payments up to the amount specified in the training plan, provided the classroom training is not normally provided to regular employees.

6. The Trainee should not be terminated by the Employer without prior notice to the Service Provider. A reasonable opportunity should be provided to the Trainee to improve job performance.

7. The Employer agrees that no Trainee shall be hired into or remain working in any position when any other employee on lay-off or has been bumped with recall rights to a substantially equivalent position within the business or organization.

8. The Employer is financially solvent on the date of this Contract and, under current projections, will remain financially able to meet the obligations of this Contract.

9. The Trainee will not perform political or sectarian activities during the work or training time specified by this Contract.

10. The Employer will not discriminate against any Trainee on the basis of race, color, national origin, religion, age, sex, handicap, political affiliation, or belief.

11. No member of the Trainee's immediate family is engaged in an administrative capacity for the Employer or will directly supervise the Trainee. Immediate family is defined as the Trainee's spouse, children, parents, grandparents, grandchildren, siblings, or persons in the same relationship to their spouse.

12. The Trainee cannot have worked for the employer at any time in the past.

13. The Employer or Service Provider may terminate this Contract at any time for convenience by giving a signed written notice of intent to terminate to the other party.

14. The Employer certifies that the Employer or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation this Contract by any federal department or agency.

15. All Trainees who are working as laborers/mechanics in any construction, alteration or repair (including painting and decorating) of public buildings or works must be compensated in compliance with the Davis-Bacon Act.

16. The Employer agrees to submit accurate time and attendance, payroll, and other records to support reimbursement.

17. The Employer assures that funds provided to them for on-the-job training must not be used directly or indirectly to assist, promote, or deter union organizing.

18. No individual in a decision-making capacity shall engage in any activity, including participation in the selection, award, or administration of a contract supported by WIA funds if a conflict of interest would be involved.

19. This Contract shall terminate should it be declared void or unenforceable by final order of a court of competent jurisdiction.

20. The Employer is in compliance with state and local laws regarding taxation and licensing.

21. E-Verify Statement:

A. New Employee Work Eligibility Status. Employer is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

B. Attestation Of Citizenship Or Qualified Alien Status. If Employer is an individual or sole proprietorship, Employer must complete the United States Citizenship Attestation Form, attached hereto.  If Employer indicates on such attestation form that he/she is a qualified alien, he/she agrees to provide the US Citizenship and Immigration Services documentation required to verify his/her lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Employer understands and agrees that lawful presence in the United States is required and he/she may be disqualified or this Contract may be terminated if such lawful presence cannot be verified as required by *Neb. Rev. Stat.* §4‑108.

22. Records and Accounts:

A. Access to Records. Employer shall maintain and shall permit the Service Provider and its federal partners access to its personnel for purposes of interviews and discussions related to such records, to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by Service Provider to determine whether Employer is properly perform­ing here­under, complying with all terms, conditions, and provisions herein, and that the funds are being uti­lized, expended appropriate­ly, and in accordance with this Agreement. It is understood and agreed that all such records shall be maintained locally and will be made available for inspection and copying during normal business hours upon ten days’ written notice.

B. All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of four years from the term­ina­tion of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.

23. Restriction on Use of Funds:

A. No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identifi­cation of pro­grams/projects conducted or operated pursuant to this Contract with:

1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or

2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or

3. Any voter registration activity.

B. Employer assures that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any member of congress, an officer or employee of congress or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, Employer shall fully comply with the provisions of 31 U.S.C. §1352. Employer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

C. Due to possible future reductions in state and/or federal appropriations, the Service Provider cannot guarantee the continued availability of funding for this Contract notwithstanding the consideration stated above. In the event funds to finance this Contract become unavailable either in full or in part due to such reductions in appropriations, the Service Provider may terminate this Agreement or reduce the consideration upon notice in writing to Employer. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Service Provider shall be the final authority as to the availability of funds. The effective date of such termination of agreement or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, Employer may cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice to the Service Provider.

24. The Employer will not violate any of the conditions of this Contract or any applicable federal, state or local law. The Employer must comply with Child Labor Laws if employing youth age 14-17 (please see *www.youthrules.dol.gov* for full Child Labor Law requirements). If a violation occurs and results in a liability to the state, the local Workforce Investment Board, or the Service Provider, the Employer agrees to reimburse the program in an amount equal to the resulting liability.

25. The Employer will provide a drug free workplace as defined by the Drug Free Workplace Act of 1988 (PL 100‑890).

26. Employer acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and warrants and assures that:

A. Employer complies, as applicable to it, with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, the Nontraditional Employment for Women Act, and the Workforce Investment Act of 1998 (29 CFR 37).

B. No person shall be discriminated against by Employer on the basis of race, color, religion, sex, national origin, age, political affiliation or belief, or status as a qualified person with a disability.

C. No person or beneficiary will be discriminated against by Employer on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIA Title I financially-assisted program or activity.

D. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity by Employer for which he/she receives federal financial assistance.

**I ACCEPT AND AGREE** to abide by all of the above conditions and the training plan which are a part of this On-the-Job Training Contract. I certify that the decision to participate in the Workforce Innovation and Opportunity Act Title 1 program was based on the extraordinary cost of training and upon receipt of this On-the-Job Training Contract.

Employer Representative Title Date

GNWIOA Management Staff Date

Collective Bargaining Agent’s Signature Title Date

Collective Bargaining Unit Local #