

**Agreement #: PY15\***

**Trainee:**

**Funding Title:**

**Industry Cluster:**

***CONTRACT***

***ON-THE-JOB TRAINING***

**CONTRACTOR**

**Job Training for Beaver County, Inc.  
277 Beaver Valley Mall  
Route 18  
Monaca, Pennsylvania 15061**

**SUBCONTRACTOR**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This contract is entered into between **Job Training for Beaver County, Inc.** hereinafter called the Contractor and \_\_\_\_\_ hereinafter called the Subcontractor. The period of the contract is from \_\_\_\_\_, \_\_\_ to \_\_\_\_\_, \_\_\_\_\_. The cost of this contract will not exceed \_\_\_\_\_ for the provision of providing \_\_\_ hours of on-the-job training to one (1) participant.

The persons below have executed this contract pursuant to the policy adopted by Southwest Corner Workforce Investment Board.

\_\_\_\_\_  
Richard Riley,                      Date  
Executive Director

\_\_\_\_\_  
SUBCONTRACTOR                      Date

\_\_\_\_\_  
JTBC Board Member                      Date

\_\_\_\_\_  
ATTEST                                      Date

## **AGREEMENT**

This agreement, between **Job Training for Beaver County, Inc.** and \_\_\_\_\_, hereinafter referred to as “Subcontractor”, is made effective \_\_\_\_\_ and shall terminate \_\_\_\_\_.

Whereas, the Southwest Corner Workforce Investment Board has designated Job Training for Beaver County, Inc. as the On-The-Job Training (OJT) provider in Beaver County under the Workforce Innovation and Opportunity Act of 2014, hereinafter referred to as “WIOA”, and

Whereas, the Southwest Corner Workforce Investment Board have designated the Job Training for Beaver County, Inc. as the agency responsible for the development of the WIOA program in Beaver County, since it employs personnel who are possessed of special professional experience and expert skill in the field of employment and training; and

Now therefore, the parties hereby agree to be legally bound by the following:

1. The parties agree that the Subcontractor shall hire and provide an On-The-Job Training program for \_\_\_\_\_
2. The training shall begin on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.
3. The trainee shall receive \_\_ hours of training by the Subcontractor.
4. The subcontractor shall furnish all material, equipment, and supplies necessary to conduct an effective on-the-job training program, and further, shall furnish qualified personnel for instruction, all of which shall be at the subcontractor’s cost.
5. JTBC, Inc. shall reimburse the Subcontractor at the rate of \$\_\_ dollars per hour worked by the trainee. However, said reimbursement shall be for no more than forty (40) hours per week and shall not exceed the total sum of \_\_\_\_\_ during the training period.
6. The Subcontractor shall maintain records of trainee’s attendance, payroll records, and job duties to document the reimbursement requests submitted to JTBC, Inc.

7. The Subcontractor shall provide JTBC, Inc. with properly documented invoices for payment on a monthly basis. All invoices for payment must be received no later than the 15<sup>th</sup> day of each month for which reimbursement is requested.
8. JTBC, Inc. shall be entitled to monitor the on-the-job training program at any time at the convenience of the Subcontractor including on site visits during the contract period.
9. The Subcontractor agrees that the trainee shall be entitled to all the same rights; privileges and benefits to which the Subcontractor's other regular employees in the same job classification are entitled.
10. The Subcontractor hereby agrees to notify JTBC, Inc. in writing within five (5) days of any change of job status regarding any trainee under this agreement. A change of job status shall include a lay-off, resignation, suspension, or termination.
11. In the event a trainee is laid off for ninety (90) consecutive days, suspended, resigned, or terminated this contract shall terminate and become null and void effective the first date of the trainee's change in job status and the Subcontractor shall not be entitled to reimbursement for any reason in such event.
12. The Subcontractor may terminate the trainee for just cause and/or pursuant to any collective bargaining agreement or personnel policy of the Subcontractor.
13. Any disciplinary actions taken against a trainee must be documented in writing and forwarded to JTBC, Inc. within five (5) days of the date of the incident. Said letter must provide JTBC, Inc. with the date and description of the incident and any witnesses.
14. This agreement shall be terminated upon the Subcontractor's failure to perform or fulfill in a timely manner any of the terms, conditions, covenants, agreements, stipulations, or obligations of this agreement. Notice shall be given by JTBC, Inc. to the Subcontractor in writing by certified mail at the Subcontractor's regular place of business.
15. This agreement is dependent upon the availability of funds and can be terminated for this reason by JTBC, Inc. by giving Subcontractor ten (10) days notice.
16. The parties hereto agree that the "On-the-Job Training Data" form and "Assurances and Certifications" form, attached hereto, are made part hereof and incorporated herein.
17. This contract is subject to the Workforce Innovation and Opportunity Act of 2014, its assurances, certifications, regulations, amendments, memorandums,

and all applicable federal, state, and local rules and regulations governing employment.

18. This agreement constitutes the complete agreement of the parties and shall supersede and revoke any previous agreements entered into between these parties.
19. This agreement shall not be altered or amended or changed in any manner except by mutual consent of the parties in writing.

## **ASSURANCES AND CERTIFICATIONS**

### **GENERAL ASSURANCES**

1. The Subcontractor assures that it will not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, or sex as required by Local, Federal, and State laws.
2. The Subcontractor certifies that no Federal appropriated funds awarded under this agreement will be used for lobbying activities, and that any funds other than Federal appropriated that will have or will be used for lobbying activities have been properly disclosed.
3. The Subcontractor certifies that it is in compliance with the Pennsylvania Unemployment Compensation and Worker's Compensation Laws.
4. The Subcontractor certifies that it will provide a Drug-Free Workplace in accordance with the requirements of the Drug-Free Workplace Act.
5. The Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared in-eligible, or voluntarily excluded from participating in this transaction by any Federal Department or Agency. Further, the Subcontractor agrees that it shall not knowingly enter into any lower tier covered transaction (as defined in Executive Order 12549, Debarment and Suspension, encoded at 29 C.F.R. Part 98, Section 98.510) with an entity who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the United States Department of Labor.
6. During the term of this agreement, the Subcontractor agrees that pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act 28 C.F.R. s35.101 et seq., the Subcontractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the Grant Recipient agrees to comply with "General Prohibitions Against Discrimination", 28C.F.R. s35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania.
7. The Subcontractor agrees to maintain comprehensive liability insurance coverage and to provide certification of the coverage upon request.
8. The On-The-Job Training Program will be consistent with the working hours of all other existing employees in that position and trainees will not be used in place of regular employees of the Subcontractor.