

MAHONING AND COLUMBIANA TRAINING ASSOCIATION  
ON-THE-JOB TRAINING CONTRACT  
Workforce Investment Act of 1998 (W.I.A.)

CONTRACT# \_\_\_\_\_

NAME OF TRAINEE \_\_\_\_\_ SS# \_\_\_\_\_

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Mahoning and Columbiana Training Association, hereinafter referred to as the MCTA; and \_\_\_\_\_ whose address is \_\_\_\_\_ hereinafter referred to as the CONTRACTOR:

WITNESSTH:

Whereas the purpose of the Contract is to implement the training program described herein for which the MCTA has entered into an Agreement with the State of Ohio for the operation of the Workforce Investment Act of 1998 (W.I.A.).

NOW, THEREFORE the parties hereto do hereby mutually agree as follows:

SECTION 1: SCOPE OF SERVICES

The MCTA hereby agrees to engage the CONTRACTOR and the CONTRACTOR shall perform all the necessary services under this contract, per Exhibit I (Pre-Award Survey).

SECTION 2: TIME OF PERFORMANCE

- A. The length of the On-The-Job Training contract and the maximum payable is dependent upon the complexity of the training to be provided, experience and/or education level of the trainee, local limitations, and the availability of funds.
- B. The services of the CONTRACTOR are to commence on a date as determined by MCTA and the CONTRACTOR, in an approved and signed contract, but no sooner than \_\_\_\_\_ and shall be completed by \_\_\_\_\_.

SECTION 3: COMPENSATION AND DISBURSEMENT

- A. Payments to the CONTRACTOR are based on a percentage of wages paid to the trainee. This percentage shall not exceed 50% of the hourly wage being paid. Such payments are considered to be compensation for the extraordinary costs associated with providing On-The-Job Training, but exclude CONTRACTOR paid fringe benefits of any type, such as pay raises, incentive and/or piece work pay, holidays, vacation days, sick days, etc.
- B. MCTA shall pay the cost of services to the CONTRACTOR per Exhibit I and based upon invoices submitted once a month. MCTA will pay for all hours submitted on OJT invoices at the regular contracted hourly wage.
- C. Invoices shall be submitted and received at the MCTA office ( \_\_\_\_\_ ) no later than ten (10) working days after the invoice ending date. Non-adherence to this schedule may make this contract null and void.

- D. Funds may not be redistributed hereunder without approval of the MCTA and amendment of the Contract.
- E. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the maximum sum of \$ \_\_\_\_\_ for all the services required.
- F. Subject to receipt of funds from the State of Ohio, W.I.A Division, the MCTA shall make payment under this Contract.

SECTION 4: TERMINATION

A. Contract termination shall be defined as the cancellations of Federal or State assistance, in whole or in part, under a contract at any time prior to the date of completion.

B. Termination shall be by one of the following methods:

1) Termination for cause:

The MCTA may terminate any contract in whole, or in part, and any payment pertaining thereto, at any time before the date of completion whenever it is determined that the CONTRACTOR has failed to comply with the conditions of this contract. The MCTA shall promptly notify the CONTRACTOR in writing of the determinations and the reasons for their termination, together with the effective date.

2) Termination for convenience:

The MCTA or CONTRACTOR may terminate contracts in whole, or in part, when both parties agree that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The CONTRACTOR shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The MCTA shall allow full credit to the CONTRACTOR for the Federal share of the noncancellable obligations, properly incurred by the CONTRACTOR prior to termination.

C. In the event of termination of this contract, the CONTRACTOR shall be entitled to compensation for any reimbursed expenses reasonably and necessarily incurred in satisfactory performances of the contract. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the MCTA for damages sustained by the MCTA, by virtue of any breach of the Contract, by the exact amount of damages due the MCTA from the CONTRACTOR, is agreed upon or otherwise determined.

SECTION 5: TERMS AND CONDITIONS

A. In the event of any modification, termination or other amendment to the Workforce Investment Act of 1998, either by the Act of Congress or administratively by the President of the United States, the MCTA reserves the right to terminate or otherwise modify this Contract at its option, notwithstanding any other provision of the Contract.

- B. At any time during normal business hours and as often as the MCTA, State of Ohio, DOL and/or Comptroller General of the United States may deem necessary, there shall be made available to the MCTA, State of Ohio, DOL, and/or representative of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the MCTA, State of Ohio, DOL, and/or representative of the Comptroller to audit, examine and make excerpts of invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Contract.
- C. The CONTRACTOR agrees to hold harmless the MCTA for ineligible costs and insures that MCTA shall be relieved of liability and damages sustained by ineligible costs as determined by a fiscal audit. Moreover, the CONTRACTOR agrees to indemnify and hold harmless MCTA and insure that MCTA shall be relieved of liability and damages sustained by virtue of any act or failure to act by which the CONTRACTOR shall be responsible.
- D. At the direction of MCTA, the CONTRACTOR shall establish such procedures and reporting requirements as are necessary. The CONTRACTOR shall invoice MCTA in accordance with MCTA's current invoice guidelines. It is hereby mutually understood and agreed that the administration and professional implementation of all W.I.A. Programs is the responsibility of MCTA. As such, the implementation personnel of the CONTRACTOR shall perform the required services of this Contract at the direction and instruction of the U.S. DOL, State of Ohio, and the W.I.A. Program Administrator of the MCTA
- E.. The CONTRACTOR and MCTA may, from time to time, require changes to the scope of services to be provided hereunder that are of substantive nature. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon between the MCTA and the CONTRACTOR, shall be incorporated by written amendment to this Contract.
- F. The CONTRACTOR shall not assign any interests in the Contract without prior mutual agreement between the CONTRACTOR and MCTA and written amendment to this Contract.
- G. All trainees hired through this OJT Contract are considered employees of the CONTRACTOR as of the date of hire and that they are entitled to all rights and benefits normally provided to employees of the CONTRACTOR.
- H. Appropriate Worker's Compensation shall be provided to all trainees by the CONTRACTOR.
- I. The CONTRACTOR shall assure that appropriate standards for health and safety in work and training situations are maintained.
- J. The CONTRACTOR assures that no former employee is on layoff in the same or similar position as the position for which this OJT Contract is being written and approved.
- K. No currently employed worker shall be displaced by any trainee. This includes partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits.
- L. No trainees may be hired, under this OJT Contract, who are members of the immediate family of either the CONTRACTOR's or MCTA's administration or staff.

- M. Trainees shall be provided wages, benefits, and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. Compensation must be no less than the highest of Federal, or State minimum wage.
- N. No funds may be used to assist in relocating the CONTRACTOR's company or parts thereof from one area to another, especially if said relocation results in a loss of employment at the original location.
- O. CONTRACTOR assures compliance with all applicable business licensing, taxation, and insurance requirements.
- P. CONTRACTOR assures that trainees are being trained for jobs that are necessary for current and future operation and the trainees are expected to continue permanent employment upon successful completion of this OJT Contract.
- Q. The CONTRACTOR agrees to adhere to the rules and regulations of the Workforce Investment Act of 1998 and as amended.
- R. No trainee hired under this Contract shall be subjected to discrimination because of race, color, religion, sex, national origin, age, handicap, political affiliation, or solely because they are participating in W.I.A. under this Contract.
- S. The CONTRACTOR will comply with all applicable Federal, State and Local laws, rules and regulations which deal with or are related to the employment of persons who perform work or are trained under this Contract.
- T. Both parties agree to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family, business, or other ties.
- U. The CONTRACTOR shall agree to attempt to resolve disputes arising from this Contract through administrative processes and negotiations in lieu of litigation. The CONTRACTOR ensures performance during disputes.
- V. The CONTRACTOR accepts full responsibility for prompt payment of all applicable unemployment compensation contributions or reimbursements, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other employer taxes and payroll deductions required for all employees.
- W. Both parties to this Contract ensure that no funds under this Contract shall be used for lobbying activities.
- X. The CONTRACTOR certifies that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- Y. Both parties to this Contract ensure that their officers, employees and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Contract. Neither will any trainee be charged a fee for the referral or placement of said trainee under this Contract.

SECTION 6: COLLECTIVE BARGAINING UNIT CONCURRENCE (If Applicable)

- A. The CONTRACTOR shall ensure that no activities, work or training under this Contract are in conflict with the terms and conditions of an existing collective bargaining agreement or contract for services. The CONTRACTOR further ensures that nothing under this Contract shall impair any aspect of an existing collective bargaining agreement, except that no program funded by W.I.A. which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the CONTRACTOR and the affected labor organization.
- B. No funds received from this Contract shall be used to either promote or oppose unionization.
- C. Is the occupation included in this Contract subject to a collective bargaining agreement? Yes \_\_\_\_ No \_\_\_\_.  
If yes, concurrence of the Collective Bargaining Unit with the OJT Program and the prevailing wage rate is certified below:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Union Affiliation

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

SECTION 7: RETENTION OF RECORDS

The CONTRACTOR shall retain all records pertaining to this program for a period of six (6) years. These records include but are not limited to financial, statistical, property, and participant records and supporting documentation. Additionally, records for nonexpendable property shall be retained for whichever period is longer, six (6) or three (3) years after final disposition of the property. The aforementioned records will be retained beyond the six (6) year period if any litigation is begun, and audit has not been completed or if a claim is instituted involving the contractual agreement covered by these records. In these instances, the records will be retained until the litigation, audit or claim has been finally resolved. The six (6) year retention period for individual participant records will begin upon the date the participant is terminated from W.I.A..

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in execution of the Contract as of the date first written above.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Chairperson

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Contractor

Equal Opportunity Employer

MCTA - OJT - PRE-AWARD SURVEY

1. Proposed Sub-Contractor \_\_\_\_\_  
(Legal Name) (DBA) (IRS Number)

[ ] Public \_\_\_\_\_  
(Street Number) (Street Name)

[ ] Proprietorship \_\_\_\_\_  
(Mailing Address)

[ ] Partnership \_\_\_\_\_  
(City) (State) (Zip)

[ ] Corporation \_\_\_\_\_  
(Business Phone) (Contact Person(s) Providing Fact Sheet Information)

[ ] Other - Specify \_\_\_\_\_  
Current Workers Compensation Number \_\_\_\_\_

2. Number of full-time employees: \_\_\_\_\_ Number of part-time employees: \_\_\_\_\_

2a. Number of employees on lay-off status:  
Full-time employees: \_\_\_\_\_ Part-time employees: \_\_\_\_\_

2b. Years firm has been in business: \_\_\_\_\_

2c. Workforce Investment Act of 1998 (W.I.A.): Sec. 181 (d) Relocation. (1) Prohibition on use of funds to encourage or induce relocation. No funds provided under this title shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States. (2) Prohibition on use of funds for customized or skill training and related activities after relocation. No funds provided under this title for an employment and training activity shall be used for customized or skill training, on- the-job training, or company-specific assessments of job applicants or employees, for any business or part of a business that has relocated, until the date that is 120 days after the date on which such business commences operations at the new location, if the relocation of such business or part of a business results in a loss of employment for any employee of such business at the original location and such original location is within the United States.

Is Employer relocating and/or expanding from another area with a resulting loss of employment: Yes \_\_\_\_ No \_\_\_\_

3. Product/Service of employer: \_\_\_\_\_

4. Has employer been a previous OJT Sub-Contractor: Yes \_\_\_\_ No \_\_\_\_  
With MCTA \_\_\_\_ Other Agency \_\_\_\_\_

a. Number of participants currently under contract: \_\_\_\_\_  
Approximate ending date: \_\_\_\_\_

b. Number of participants to have completed contracts: \_\_\_\_\_  
Ending dates: \_\_\_\_\_  
Is participant still employed: Yes \_\_\_\_ No \_\_\_\_  
If participant is not employed, why: \_\_\_\_\_

c. Number of contracts terminated \_\_\_\_\_. When \_\_\_\_\_  
 Why \_\_\_\_\_

5. Is employer a part to a collective bargaining agreement? Yes \_\_\_\_ No \_\_\_\_

6. Name of other union(s), if any, having agreements with employer: \_\_\_\_\_  
 \_\_\_\_\_

7. Will OJT Trainee be tendered the right of union membership after required waiting period by the company?  
 Yes \_\_\_\_ No \_\_\_\_  
 By the union? Yes \_\_\_\_ No \_\_\_\_

Standard waiting period for union membership: (Days): \_\_\_\_\_

If "No" explain: \_\_\_\_\_

8. Has the contractor been found guilty of discrimination in the past or has entered into Affirmative Action Agreements with such agencies as the Equal Employment Opportunity Commission, Office of Federal Contract Compliance, State Fair Employment Practices Commission, etc.? Yes \_\_\_\_ No \_\_\_\_

If "Yes", explain \_\_\_\_\_

9. How many employees are presently employed in the proposed training occupation: \_\_\_\_\_ If "None", how is training to be transmitted? \_\_\_\_\_

10.

Occupational Title and SOC Code	Approximation of Duration of Training	Approximate Starting Date	Approximate Ending Date
	_____ Weeks _____ Days _____ Total Hours		

Hours per day: \_\_\_\_\_ Days per week: \_\_\_\_\_

11. Starting hourly rate: \_\_\_\_\_ X \_\_\_\_\_ Approximate hours = \_\_\_\_\_  
 Reimbursement rate: \_\_\_\_\_% (W.I.A.'s share not to exceed 50%) = \_\_\_\_\_

12. On what schedule will the employee be paid \_\_\_\_\_ when is 1st pay \_\_\_\_\_

13. Is this an apprenticeable occupation: Yes \_\_\_\_ No \_\_\_\_

14. W.I.A. Title funding for contract: \_\_\_\_ Adult; \_\_\_\_ Youth; \_\_\_\_ Dislocated; Other \_\_\_\_\_  
 (Specify)

15. Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the trainee.

16. TRAINING SCHEDULE (FOR ALL TRAINEES): \_\_\_\_\_ HOURS PLANNED  
 \* EMPLOYER JOB DESCRIPTION AND TRAINING SCHEDULE ATTACHED

TOTAL HOURS: \_\_\_\_\_.

Certification of Training: A legitimate need for training exists and the expectation of continued employment for the individual completing training in this occupation has been established by the MCTA Contract Representative.

Is the proposed occupation in which the individual is considered for training a positive job growth area according to the occupational JOB OUTLOOK? Yes \_\_\_\_\_ No \_\_\_\_\_

If No, explain rational for placing the individual in this occupation: \_\_\_\_\_

Under the Workforce Investment Act of 1998, no participant can be denied training/employment on the basis of age, handicap, sex, race, color, religion, national origin, citizenship, political affiliation or belief.

The Mahoning and Columbiana Training Association has the responsibility of implementing the Affirmative Action Plan and compliance with requirements of Federal law.

The Equal Opportunity unit of the Mahoning and Columbiana Training Association must receive written notification from sub-contractors (as evidenced by your signature on this Pre-Award Survey that they are aware of the Mahoning and Columbiana Training Association's Affirmative Action Program and the service goals they are striving to attain in the furtherance of the overall program.

Please check one:

\_\_\_\_\_ We have a grievance procedure for our employees, and will submit a copy to the Mahoning and Columbiana Training Association.

\_\_\_\_\_ We do not have a grievance procedure, but will follow the Mahoning and Columbiana Training Association's procedure.

Under the W.I.A. regulations, complaints are to be decided and a decision rendered within sixty (60) days from the date complaint is filed.

ALL PARTICIPANTS ARE NOTIFIED OF THEIR RIGHTS DURING ORIENTATION

This document is completed with the understanding it is a complete training schedule and the training described above shall be provided by the employer. It is the expectations of both parties that upon successful completion of training, the trainee will be retained as an employee.

\_\_\_\_\_  
MCTA Contract Representative      Date

\_\_\_\_\_  
Employer's Approval                      Date

\_\_\_\_\_  
Programs Manager                      Date

Attachment I: EEO/AA Assurance

Mahoning and Columbiana Training Association  
Equal Opportunity / Affirmative Action Statement  
Assurance

As a condition to the award of financial assistance from the Department of Labor under 29CFR37.20 Title I of WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 138 of the Workforce Investment Act of 1988 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity.

Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:

Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities:

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age and Title IX of the Education Amendments of 1972 as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 20 CFR part 37 and all other regulations implementing the laws listed above. This issuance applies to the grant applicant's operation of the WIA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.