Sandusky County On-the-Job Training (OJT) Agreement

This On-the-Job Training (OJT) agreement is between ___ (Employer) and Sandusky County Department of Job and Family Services, hereinafter the "County". Funding is made available to assist businesses in training and retaining a skilled, productive workforce.

This agreement is effective on ____, 20___ and shall remain in effect through ____, 20___ or earlier when all Training Plans initiated under this agreement are completed.

The maximum reimbursement to the Employer may not exceed 50% of each Trainee’s gross earning during the Training Period; up to a maximum amount of $8,000.00. The County must approve all Trainees and Training Outlines prior to the beginning of the training period. This agreement may be modified, in writing, at any time.

Payments may be requested on the day Training is completed. Payments must be requested within thirty (30) calendar days after the end of the Training Period. Late invoice submission may void payment rights. Amount of reimbursement is solely dependent upon the availability of WIOA funding at time of invoice per Program Year.

Material deviations from this agreement, Training Outlines, or OJT rules may void the right to reimbursement or require repayment by the Employer of funds previously received from the County.

The Employer and the County agree to all the terms in this OJT agreement by signing below.

<table>
<thead>
<tr>
<th>Employer:</th>
<th>County:</th>
</tr>
</thead>
<tbody>
<tr>
<td>___</td>
<td>Sandusky</td>
</tr>
</tbody>
</table>

Authorized Signature | Date | Authorized Signature | Date
---------------------|------|----------------------|------
__________           |      | __________           |      

Print Name and Title | Print Name and Title
OJT Rules

KEY PAYMENT DEFINITIONS

Training Completion: Training is complete when the Training Period is over and a training “Ending Capability” score of the employers satisfaction has been achieved or exceeded, plus a gain of at least one point. County staff will help with the training design and scoring.

Trainee Gross Pay: These are the amounts earned by the Trainee for work performed during the training period. Pay does not include fringe benefits which are not included in the paycheck.

Contact your County Representative if a Trainee quits or gets fired. We'll work with you to find a qualified replacement and prevent a reoccurrence. You may also still qualify for partial or full repayment.

APPLICABLE LAWS AND RULES:

1. The Employer shall comply with all applicable Federal, State, and local laws, rules and regulations, which deal with or relate to employment, including but not limited to the Fair Labor Standards Act, as amended.

2. Training positions covered by this OJT agreement have not been created by relocating the business and displacing former employees within the last four (4) months.

3. The Employer has not been debarred, suspended, declared ineligible, or voluntarily excluded from Federal contracting.

4. No Trainee shall be illegally discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, citizenship, or his or her status as a Trainee.

5. This OJT will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.

6. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedure of the County will be utilized. The Employer shall inform Trainees of the grievance procedure to be followed.

7. The Employer shall notify the County in writing prior to the sale, closure or transfer of its business. Failure to notify shall void the right to payment under this OJT agreement.

TRAINEES

1. Only those persons certified as eligible by the County will be trained under this OJT agreement.

2. No OJT Trainee may assist, promote, or deter union organizing or engage in political activities during work hours.

3. OJT Trainees shall not be employed in the construction, operation or maintenance of any facility which is used for religious instruction or worship.

4. No OJT Trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous, or dangerous to the Trainee’s health or safety.

TRAINEE WAGES AND BENEFITS

1. Hourly wages paid to a Trainee shall not be less than the hourly wage specified in the Training Outline.

2. Appropriate worker’s compensation insurance protection will be provided to all Trainees.

3. Each Trainee shall be provided pay, benefits, and working conditions at the same level and to the same extent as other employees similarly employed.

RECORDS

1. The Employer shall maintain, preserve and make available records to support OJT payments until seven (7) years after final payment under OJT agreement. If any litigation, audit, or claim has been initiated, the records will be maintained until a final determination has been made.

2. The Employer agrees that authorized representatives of the County shall be given reasonable access to facilities and records.

3. The Employer will report OJT hires and terminations to the County.

CONTRACT TERMINATION

The performance of work under this contract may be terminated by the County or the Employer for good cause or convenience.

(Revised 12-17)