

OJT CHECK LIST

- 1) Pre-Application
- 2) Copy of cover page of workman's compensation insurance (page that show effective date)
- 3) Letter on company letterhead stating no one presently in layoff status
- 4) Copy of job descriptions to be included on OJT
- 5) Salary/starting wage of positions for OJT
- 6) Contract
- 7) Wage Disclaimer – signed
- *8) Unique Entity Identifier
- 9) Federal Tax Id

*In order to complete and issue a contract, the employer must have a Unique Entity Identifier (previously the DUNS number). The Unique Entity Identifier is a 12-character alphanumeric ID assigned to an entity by Sam.gov. For more information on how to obtain your Unique Entity Identifier click on this link: www.sam.gov



Information Items: (Business Card can be attached)

1. Business Name: _____
 Address: _____
 Phone/Fax: _____
 Contact Person/Title: _____
 Email Address: _____
 Business Website: _____
2. Is business New Expanding Relocating
3. What is chief product or service? _____
4. Total number of current employees _____
5. What job titles/descriptions will need to be filled? (attach job descriptions)

6. Are jobs expected to last a year or more in the normal course of business? Yes No
7. What fringe benefits are provided to regular employees? _____

 What benefits are made available? _____
8. Do you have sufficient equipment, materials, and supervisory time and expertise to provide necessary training?
 Yes No
9. Does employer have grievance procedures available to trainees in regards to terms/conditions of employment?
 Yes No
10. How many hours per week are trainees expected to work? _____
11. What licenses or entry qualifications do workers need? (attached job descriptions may suffice)?

Assurances and Compliance Items:

12. Are any employees currently in layoff status? Yes No
 (If yes, an OJT may not be written for the same or similar job)
13. Are any of these jobs covered by a collective bargaining agreement? Yes No
 If yes, labor organization _____
14. Name of Workman’s Compensation Carrier _____
 Are all employees covered? Yes No
 (Copy of Workman’s Compensation Cover page must be attached that shows carrier’s name, coverage dates and agent’s signature.)
15. What is your Federal Employer Identification Number (FEIN)? _____
16. What is your Unique Entity Identifier? (previously the DUNS number) _____
 - In order to complete and issue a contract, the employer must have a Unique Entity Identifier (previously the DUNS number). The Unique Entity Identifier is a 12-character alphanumeric ID assigned to an entity by Sam.gov. For more information on how to obtain your Unique Entity Identifier click on this link:
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Financial and Tax Status:

17. Has your company been debarred, suspended, or otherwise determined ineligible to participate in federal or state assistance programs or activities? Yes No
18. Is your company current on all state & federal tax obligations? Yes No
19. Is your company current on unemployment insurance & workers' compensation requirements? Yes No
20. Has your company filed for bankruptcy in the past 12 months? Yes No
21. Is your company financially viable? Yes No

Employer Signature: _____ Date: _____

On-the-Job Training (OJT) MASTER AGREEMENT

AGREEMENT NUMBER: _____

Parties:

This Master Agreement is entered into this ___ day of _____ 20___, by and between **Educational Data Systems, Inc.**, 15300 Commerce Drive N #200, Dearborn, MI 48120, hereinafter referred to as "EDSI", and

Employer:	FEIN:	DUNS #:
Address:		
Contact Name:	Contact Title:	
Telephone:	Email:	
Fax:		

hereinafter referred to as “The Employer”, and pursuant to the terms and conditions as set forth herein and agreed to by both parties.

EDSI is a privately contracted company working in partnership with the Southeast Tennessee Local Workforce Development Board (SETLWDB). Funding is provided through the Workforce Innovation and Opportunity Act (WIOA) of 2014 and is available for the sole purpose of providing On-the-Job Training (OJT) funds to the Employer, who is hiring one or more eligible workers referred by EDSI to the Employer. Accordingly, the Employer shall perform the required services of this Agreement at the direction and instruction of the U.S. Department of Labor, SETLWDB and EDSI.

The Employer is a:

- Corporation
 Individual Employer
 Partnership
 Other:

Employer Industry:	
Employer Type of Business:	
Employer Workers’ Compensation Carrier:	
Workers’ Compensation Policy Number:	

In consideration of the mutual agreement contained herein and intending to be legally bound, it is agreed as follows:

The Employer hereby agrees to employ individual(s) to be named on Contract Addendum(s). A Job Description and list of Critical Skills the OJT Employee will receive during training must be submitted prior to the Contract Addendum signature. The skill areas have been identified by the Employer as justification for additional training and supervision as offered through the OJT.

The Employer shall provide all services in accordance with this Agreement and the attachments and addenda hereto, which are made part of this Agreement.

The length of the OJT Contract is determined by whichever of the following three (3) factors occurs first: the OJT Employee becomes proficient in the occupation for which the training is being provided; a maximum period of six (6) months; or the subsidy reaches the currently approved maximum funding. In determining the appropriate length of the Contract, consideration must be given to the skill requirement of the occupation and the academic and occupational level of the OJT Employee, including prior work experience.

Term and Amendments:

This Master Agreement shall be in effect as of the date stated on the first page (under “Parties”), and shall continue until _____, subject to earlier termination or extension only as provided herein. This Master Agreement may be amended (including, without limitation, to extend its Term) only by written agreement signed by authorized official of both parties hereto.

Payment Policy:

EDSI, acting as the fiscal agent for the WIOA funding, agrees to pay an amount not to exceed the mutually agreed upon *total contract reimbursement amount* pursuant to the terms and conditions of the Contract Addendum. This amount will cover a mutually agreed upon length of time and will reimburse the Employer the partial hourly wages for the OJT Employee at 50% of the hourly rate paid by the employer for a minimum of 35 hours per week and a maximum of 40 hours per week. **In the event of a salary increase, change in hours scheduled to work, or alteration to the training plan, an addendum to the Contract will be necessary and subject to approval by EDSI and/or SETLWDB.** The Employer understands and agrees that this OJT Employee is to be considered an employee of the organization on their start date with the same benefits afforded to employees in comparable positions.

EDSI can only reimburse for actual hours worked and is not able to reimburse for time worked on an official holiday or overtime. EDSI will not pay for any paid time off (such as personal, vacation, or sick time) earned by the OJT Employee. The Employer agrees to pay this OJT Employee’s wages and benefits which shall be equivalent to that afforded regular employees in comparable positions.

To initiate payment, the Employer must submit a monthly Invoice and Monthly Progress Report. Invoices must include both signed timesheets AND Payroll Registers or pay stubs covering the period of the invoice. Invoices are to be received by the 10th of each month for the previous month. Reimbursement for invoices received after the 10th of the month will be at the discretion

of EDSI. Invoices will be processed for payment within thirty (30) days of receipt of the invoice, timesheets AND Payroll Registers or pay stubs. The final invoice must contain copies of the timesheets AND Payroll Registers or pay stubs AND a completed copy of the On-the-Job Training Plan Completion Report. If the Employer submits the Payroll Register, other employees' names / information must be darkened or otherwise excluded.

Invoices should be submitted to:

EDSI Finance Team
tn.mttraininginvoices@edsisolutions.com

In the event of an OJT Employee's illness or extended absence from the job, EDSI agrees to consider re-negotiation of the length of this Contract if the OJT Employee remains employed. Any request for a change in the Contract must be submitted to EDSI prior to the end of the Contract date. Contract modifications will only be permitted in extreme circumstances.

Assurances and Certifications:

The Employer agrees to comply with all applicable State and Federal laws and regulations governing WIOA, the Workforce Development Board(s), and any other applicable laws and regulations.

The Employer assures that no OJT Employee shall be employed or job opening filled: (a) when any other individual is on layoff from the same or any substantially equivalent job; or (b) when the Employer has terminated the employment of any regular employee within the previous six (6) months or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring an OJT Employee under an OJT Contract.

The Employer assures that no currently employed worker will be displaced by the OJT Employee named in this Contract, including partial displacement such as reduction in hours of non-overtime worked, wages, or employment benefits. In addition, the Employer assures that no jobs will be created in a promotional line that will infringe in any way upon the promotional opportunities of a currently employed individual.

The Employer assures that no funds provided under this OJT will be used to directly or indirectly assist, promote or deter union organizing.

The Employer assures that health and safety standards established under Federal, State and local laws otherwise applicable to working conditions of employees will be equally applicable to working conditions of this OJT Employee.

In addition, the authorized representative assures, certifies, and understands that as a recipient of WIOA funds, the Employer is obligated to maintain the following assurances for the period during which these funds are extended.

<p>Nondiscrimination: The undersigned certifies that it shall comply with the nondiscrimination provisions outlined in WIOA, including Title I, Sec. 188, and the other provisions listed below.</p>

Section 188 of WIOA, 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 WIOA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color or 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 bases of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

WIOA Sec. 188 (a):

(1) Federal financial assistance. For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under Title IX of the Education Amendments of 1972 (20 U.S.C. 168 et seq.), or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or otherwise financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.

(2) Prohibition of discrimination regarding participation, benefits and employment. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

(3) Prohibition on assistance for facilities for sectarian instruction or religious worship. Participants shall not be employed under WIOA Title I to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing service to participants).

(4) Prohibition on discrimination on basis of participant status. No person may discriminate against an individual who is a participant in a program or activity that receives funds under WIOA Title I, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

(5) Prohibition on discrimination against certain non-citizens. Participation in programs and activities or receiving funds under WIOA Title I shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees,

asylum seekers, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

Accessibility:

The Employer must ensure equal opportunity to persons with disabilities participating in programs or activities who are receiving Federal or State funding. All goods and services must be provided to people with disabilities on an equal basis with the rest of the general public. Physical and programmatic accessibility is required under Section 504 of the Rehabilitation Act of 1973, as amended; the American with Disabilities Act of 1990, as amended; and Section 188 of WIOA and implementing regulations (29 CFR Part 37) pertaining to persons with disabilities.

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this section; and
- (4) Have not within a three-year period preceding this application had one or more public transactions terminated for cause or default.

Lobbying: This certification is required by the Federal Regulations, Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress, or locally elected

officials in connection with the awarding 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.

(2) 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 any agency, a Member of Congress, any officer or employee of Congress, an employee of a Member of Congress, or locally elected officials in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award 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 provide disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

Drug-Free Workplace: This certification is required by the Federal Regulations, Implementing Section 5150-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The Employer certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Employer's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee to be engaged in the performance of the Agreement terms with a copy of the Employer's policy statement;
- (d) Notifying the employees in the Employer's policy statement that as a condition of employment under this Agreement, employees shall abide by the terms of the policy statement

and notify the Employer in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute occurring in the workplace;

(e) Notifying the American Job Center Representative in writing, within ten (10) days of Employer's receipt of a notice of a conviction of an employee; and,

(f) Taking appropriate personnel action against an employee for violating a criminal drug statute, or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

Audit, Monitoring and Records Examination:

The Employer shall establish and maintain records in accordance with the requirements prescribed by the applicable Federal, State or local law and with respect to all matters covered by this Agreement.

EDSI and/or the SETLWDB may conduct monitoring and evaluation with regard to this Agreement in order to ensure necessary compliance with WIOA and all other relevant laws and regulations. This monitoring may take place without prior notice to the Employer and may consist of on-site review of program operations and inspection of various program reports, records and activities.

All sums invoiced by the Employer under this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts and/or any other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible for review by EDSI, its agents, its funding sources or auditors. Except as otherwise required, the Employer shall retain such records for a period of five (5) years from the end of the Agreement period. The aforementioned records shall be retained beyond the five (5) year period if any litigation is begun, an 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 Employer shall not loan the OJT Employee to another employer without prior written consent of EDSI. The Employer agrees to make a "good faith" effort to retain the individual as a regular full-time and fully compensated employee at the conclusion of the Contract. Should a performance concern arise prior to the end of the Contract period, EDSI should be notified via the progress report; additionally, the Employer should, as needed, request intermediary services from their American Job Center Representative.

EDSI agrees to provide the Employer with the appropriate contact person(s) from the American Job Center who will be providing job retention services to the OJT Employee and Employer as necessary throughout the term of the Agreement. Such service may include acting as a liaison for the following:

- Assistance with locating child care;
- Assistance with finding and maintaining transportation to and from the job;

- Counseling OJT Employee regarding Employer work rules, co-worker relationships, following supervisory instructions and resolving conflicts on the job and at home; and
- Assisting the Employer to resolve any work issues related to the OJT Employee.

Grievance and/or Complaint Procedures:

If the Employer has grievance and/or complaint procedures, each WIOA customer/OJT Employee will be duly informed of the Employer's procedures at the beginning of the training period (i.e. time of hire). If the employer has no formal procedures for resolving WIOA customer/employee grievances and/or complaints, the Employer will abide by WIOA procedures for resolving grievances and/or complaints concerning WIOA program activities.

Performance Standards:

- A. Retention: Barring any unresolvable training issues with WIOA participants, a significant drop-off in performance or culpable conduct on the part of the WIOA participant, the Employer's failure to successfully train and retain WIOA participants may jeopardize future contracts. Retention is defined as being a minimum of twelve (12) months or more.
- B. Wage Rate at the Completion of Training: WIOA participants, at the successful completion of training, should receive an hourly wage rate equal to or greater than the hourly wage rate during training.

Disputes and Terminations:

EDSI retains the right to terminate this Agreement upon thirty (30) days written notice to the Employer, with or without cause. All terms, conditions, liabilities and rights contained in this Agreement are subject to cancellation without prejudice or liability to the job placement agency (EDSI) except that the job placement agency agrees to reimburse Employer the agreed upon amount(s) of all work performed by the date of termination of this Agreement. This Agreement is contingent upon the execution of the supporting State grants and related authorization. The Fiscal Agent retains the right to terminate this Agreement because of the non-availability of WIOA funds or the discontinued federal authorization for program activities under WIOA.

If, through any cause, the Employer shall fail to fulfill the obligations under this Agreement in a timely and proper manner, or if the Employer violates any covenant or stipulation of this Agreement, EDSI shall thereupon have the right to immediately terminate this Agreement by giving prompt written notice to the Employer of such termination and specifying the effective date thereof. In such instance, or should EDSI determine that any funds were paid under this Agreement that were not in compliance with local, State or Federal law, the Employer will be liable for repayment of such funds. Such repayment shall occur within 30 days of the Employer's receipt of written notification of the need to make repayment.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, and venue for all legal actions shall be in _____ County, Tennessee.

All parties hereto agree that should any provision of this Agreement be determined to be invalid or unenforceable, under present or future laws effective during the term of this Agreement, such determination shall not affect the legality, validity, and enforceability of the remaining provisions and/or terms of this Agreement, which shall continue in full force and effect.

Independent Contractor and Indemnification:

The Employer is an independent contractor of EDSI, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between the parties for any purpose.

The Employer shall indemnify, defend and hold harmless EDSI, its officers, employees, agents, and representatives from and against any and all liability, damages, claims, actions, losses, liens, judgments and expenses (including reasonable attorneys' fees), of whatever nature, including injuries to or death of any person or persons, or damage to property, arising from or related to the Employer's performance or failure to perform in accordance with the provisions of this Agreement, including but not limited to the Employer's negligence, intentional acts, malfeasance, omissions or breach of any provision herein.

Use of Jobs4TN:

As a partner providing workforce services programs, the subrecipient/contractor agrees to promote and utilize Jobs4TN as the primary portal (or entry) for job seekers registering for work and/or seeking employment, as well as for employers seeking to post job orders for applicants' recruitment/referral. This supports the service goals of the WIOA program as well as the performance reporting requirements.

Agreement Execution:

By signing below, the parties represent that they have the authority to execute this Agreement and bind their respective entities to the terms and conditions within. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one and the same instrument.

Employer:

EDSI:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Wage and Salary Disclaimer

Employer: _____

Wages being paid for positions included on the On the Job Training Contract (OJT) are the same or comparable to existing employees performing the same job.

Employer Signature

Date