On-the-Job Training Master Agreement

Between: **Southeast Tennessee Development District**
Office of Workforce Development
P.O. Box 4757
Chattanooga, Tennessee 37405-0757
Phone: (423) 643-2328 TDD/TTY: TN Relay 711
www.secareercenter.org

And the Business: _____
Address: _____ City/State/Zip: _____
Contact Person: _____ Telephone: _____
E-mail Address: _____
Employer IRS Number: _____ DUNS # : _____
Master Agreement Number: _____ County: _____

Terms of Master Agreement

This Master Agreement shall be effective from _____ through _____. All Payments are subject to the availability of funds.

Part One

THIS MASTER AGREEMENT is a three-part document. Part ONE of the Agreement is the Agreement, which includes Business identifying information and Workforce Innovation & Opportunity Act requirements. Part One establishes the conditions under which an On-the-Job Training Agreement may be conducted by in the Southeast Tennessee Local Workforce Development Area as a part of the American Job Center System.

Part TWO of the Agreement contains Certifications and Assurances related to Drug Free Workplace Act, Lobbying, Debarment and Suspension, Nondiscrimination, Immigration Reform and Control Act, and Selective Service System requirements as required by law under the Workforce Innovation and Opportunity Act.

Part THREE of the Agreement is the Master Agreement Addendum, which includes a training outline for each customer hired by the Business. Part Three of the Agreement is used only in the event one or more American Job Centers On-the-Job Training eligible individuals is referred to and hired by the Business. No funds are obligated until Part Three of the Agreement has been completed and approved.

THE PARTIES hereby agree that the Business shall employ American Job Center eligible customer(s), and perform and provide all On-the-Job Training (OJT) services in accordance with this Agreement, which is attached and made a part hereof. In consideration for the services to be provided by the Business, the Business will be paid pursuant to the terms and conditions set forth in this Agreement (including the Special Provisions). The amount of payment will be paid at completion of training required for each customer, as documented by the Individual Employment Plan completed by a American Job Center Representative and reflected in the Addendum for each customer.

PART ONE of the Agreement will remain in effect during the Agreement time frame, unless the Business and/or the Business Agent elect(s) to terminate, by giving at least a thirty-day (30) written notice. Funds obligated by Part Three of the Agreement may not start before the effective date of Part One of the Agreement.

Business Information Identification

1. Address of training site and directions (if different from company address):
   _____
   _____
   _____
2. Total number of present permanent employees: _____
3. Products and/or services: _____
4. Name, title and telephone number of the person who will be responsible for the operation of this Agreement: _____
5. Workers' Compensation Insurance or equivalent on-site medical and accident insurance is required for all Tennessee Career Centers/American Job Centers customer(s).

Insurance Carrier: _____

Policy Number: _____

Type of Policy: _____

Business Information

Is the Business relocating from another area? Yes: ☐ No: ☒
If yes, did the relocation leave any former employees unemployed? Yes: ☐ No: ☐

When was the Business established? _____

Provide a brief history of the Business: _____.

Concurrence of the Collective Bargaining Agent

Is the occupation(s) in which employment and training will be offered subject to a Collective Bargaining Agreement? Yes: ☐ No: ☐

If yes, the concurrence of the appropriate bargaining representative to this Agreement and to the rates of pay in the Agreement must be provided in the space below:

_____

Printed Name and Title of Union Official | Signature | Date

_____

Union Affiliation | Union Address and Phone

Report Requirements

1. The On-the-Job Training Evaluation must be submitted by the Training End Date. **Periodic evaluations** may be requested via electronic email during the On-the-Job Training period.
2. The On-the-Job Training Time and Wage Record **should be submitted within two weeks** of the Training End Date for the On-the-Job Training Invoice to be processed.
3. The On-the-Job Training Invoice should be signed and **submitted no more than a month** from the completion Training End Date to receive payment.

General Provisions for On-the-Job Training Agreements

The Business agrees to operate the On-the-Job-Training (OJT) program outlined herein, and in accordance with the following General Provisions:

> This Agreement will be in accordance with the requirements and program standards of the Workforce Innovation & Opportunity Act (Public Law 113-128), all applicable rules, regulations, directives, instructions, and policies promulgated or issued pursuant thereto by the U. S. Government or by the State; and all applicable federal, state, and local laws, rules and regulations, approved Workforce Development Board policies for Southeast Tennessee Local Workforce Development Area, and any future amendments made to any of the previous.

The Business assures that; (A) Workforce Innovation & Opportunity Act (American Job Center) funds shall not 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. American Job Center funds will not be used for on-the-job training 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. (B) American Job Center funds shall not be used to assist, promote or deter union organizing; and (C) this Agreement does not conflict with any collective bargaining agreement. Each labor union or representative of workers with which the business has a collective bargaining agreement, has been advised of this On-the-Job Training program and their concurrence has been obtained.

For the purposes of this Agreement an American Job Center certified customer, is defined as an individual certified by the American Job Center as being eligible for the Southeast Tennessee Local Workforce Development Area and enrolled into American Job Center training before being employed by the Business for On-the-Job Training.

Payments under this Agreement shall be deemed to be for the extraordinary costs associated with training American Job Center customer(s) and is compensation for the costs associated with the additional supervision and lower productivity of American Job Center customer(s).

No currently employed worker shall be displaced by any American Job Center customer (including partial displacements such as a reduction in the hours of non-overtime work, wages or employment benefits).

No American Job Center customer(s) 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 Business has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a American Job Center customer whose wages are subsidized under this Agreement.

Jobs shall not be created for On-the-Job Training customer(s) in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

The Business agrees to be responsible for the collection and payment of all withholding responsibilities of the On-the-Job Training customer. These include but may not be limited to: Federal Income Withholding Tax, State Withholding Tax and FICA.

In compliance with the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCO) and the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Business agrees to post Job Orders for all current and future openings at www.Jobs4TN.gov **prior to customer(s) being referred and reviewed for eligibility.**

American Job Center customer(s) in On-the-Job Training shall be compensated by the Business at the same rates, including periodic increases, as similarly situated employees, or trainees, and in accordance with applicable laws. In no event will the training wage be less than the applicable federal minimum wage. During training, the Business should provide pay increases pursuant with their regular personnel policies without any cost adjustment to the Addemdum.

American Job Center On-the-Job Training customer(s) employed in jobs under this Agreement shall be provided 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. American Job Center customer(s) shall be provided worker's compensation coverage or equivalent.

No American Job Center funds available under this Agreement may be used for contributions on behalf of any American Job Center customer(s) to retirement systems or plans.

American Job Center customer(s) employed under this Agreement shall be full-time employees (working at least 32 hours) of the Business from the first day of employment. Full-time employment will be defined as not less than the number of hours considered by the Business to be full-time (For example, employees may work 36 hours one week and 44 hours the next).

American Job Center customer(s) shall be provided training conditions in accordance with health and safety standards established under State and Federal law. Customer(s) shall not work, be trained or receive services in buildings or surroundings or under working conditions which are hazardous or dangerous to the American Job Center customer(s) health or safety.

The U.S. Department of Labor, the State of Tennessee Department of Labor and Workforce Development or the Southeast Tennessee Development District assumes no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under this Agreement.

All information and complaints involving fraud, abuse or other criminal activities shall be reported directly and immediately to the State and Secretary of Labor.

The Business shall accept responsibility for repayment to the Southeast Tennessee Development District of any disallowed costs and/or audit exceptions resulting from the failure of the business to operate the On-the-Job Training program in compliance with the terms and conditions of this Agreement to include all applicable laws and regulations.

If the Business fails to fulfill (in a timely and proper manner) its obligations under this agreement, or violates any of the terms, procedures or regulations of the agreement, American Job Center procedures or regulations, Southeast Tennessee Development District shall have the right to terminate this Agreement immediately. The Business further acknowledges that any violation of said requirements might result in recovery of any disallowed payments.

If a Business receives federally funded payments for On-the-Job Training for an employee, none of the wages paid to that employee for the On-the-Job Training period qualify for Work Opportunity Tax Credit.

The Contract Agent is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of 20 CFR 97.36(i)(1-13) are met and that the Contract Agent provides information to the State as required. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163)

Conflict of Interest

The Business shall not engage in nepotism by employing American Job Center customer(s) under this agreement if that American Job Center customer(s) is a member of the Business owner's immediate family or a member of the immediate family of any company employee engaged in an administrative capacity or having supervisory responsibilities for American Job Center customer(s). The Business shall assure prohibition of conflict of interest, or the appearance of conflict of interest, relative to this agreement.

Subcontracting

The Business shall not assign this Agreement or enter into subcontracts for any of the training described herein without obtaining the prior written approval of the Southeast Tennessee Development District.

Grievance and/or Complaint Procedures

If the Business has no formal procedures for resolving American Job Center customer/employee grievances and/or complaints, the business will abide by American Job Center grievance procedures for resolving grievances and/or complaints concerning American Job Center program activities. If the business has grievance and/or complaint procedures, each American Job Center customer will be duly informed of the employer's procedures at the time of hire.

Public Accountability

Further, if the Business provides services to citizens on behalf of the State, the Business agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Business shall display in prominent places, located near the passageway through which the public enters in order to receive grant-supported services, a sign at least twelve inches (12”) in height and eighteen (18”) inches in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER’S TOLL-FREE HOTLINE: 1-800-232-5454.

Public Notice

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Business, related to this Agreement, shall include the statement, "This project is funded under an Agreement with the Tennesssee Department of Labor and Workforce Development." Any such notices by the Business shall be approved by the Workforce Development Administrator at the Southeast Tennessee Development District.

Records and Monitoring

The Business shall maintain adequate work records for attendance, performance and progress to document the training services provided under this Agreement. These records shall be retained for a period of five (5) years or until all applicable litigations, claims or audit exceptions have been resolved. Such records shall be available to the appropriate Federal agencies and the State or their representatives upon request. The Business agrees to cooperate with any monitoring, inspection, audit or investigation of activities related to this Agreement as will be conducted by American Job Center, U.S. Department of Labor, the Tennessee Department of Labor and Workforce Development, the Comptroller of the Treasury of the State of Tennessee, or their duly authorized representatives. The Business agrees to make available for examination any and all records with respect to matters covered by this Agreement and shall permit such entrees to interview American Job Center customer(s) and employees, audit, examine and make excerpts and transcripts, in whole or in part from such records, and other data relating to matters covered by this Agreement. Such access shall be provided in a timely matter.

Adverse Action Criteria

When any adverse action is taken against an American Job Center customer, the customer shall be given notice describing the adverse action to be taken and be advised of his or her right to appeal. Documentation will be maintained on the actions prompting the adverse action.

Availability of Funds

This Agreement is subject to the appropriation and availability of State and/or Federal Funds. In the event the funds are not appropriated or are otherwise unavailable, the Southeast Tennessee Development District reserves the right to immediately terminate the Master Agreement upon written notice to the business.

Performance Standards

A. Retention

- The Business shall retain the American Job Center customer(s) upon satisfactory completion of the On-the-Job Training program. Failure to successfully train and retain American Job Center customer(s) may jeopardize current and future Agreements.
- Under WIOA title I, OJT contracts will be considered ineligible for reimbursement for a period of twelve (12) months with an employer, if the employer has exhibited a pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages and employment benefits (including health 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. (20 CFR 680.700[b]).

B. Wage Rate at the Completion of Training

- American Job Center customer(s) in a training related job shall be paid no less than the training wage established in the Addendum to the Master Agreement.

Part Two
Certifications

Certification Regarding Drug-Free & Work Place Requirements

Instructions for Certification:

1. By signing and/or submitting this application or grant *Agreement*, the *Grantee* is providing the *Certification* set out below.

2. Drug-Free Work Place Requirements
   The Grantee it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufactures, distribution, dispensing, possession, or use of a controlled substance is prohibited in the *Grantee's* workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an on-going drug-free awareness program to inform employees about:
      - The *Grantee's* policy of maintaining a drug-free workplace;
      - Any available drug counseling, rehabilitation, and employee assistance programs
   c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by *paragraph (a)*;
   d. Notifying the employee in the statement required by *paragraph (a)* that, as a condition of employment under the grant, the employee will:
      - Abide by the terms of the statement; and
      - Notify the employer of any criminal drug statute conviction for violation occurring in the workplace no later than five (5) calendar days after such conviction.
   e. Notifying the agency within ten (10) calendar days after receiving notice under *sub-paragraph (d)(2)* from an employee or otherwise receiving actual notice of such conviction

3. The *Grantee* shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Site 1: _____

_____

_____

Site 2: _____

_____

_____

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of their 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(s) 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 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person(s) for influencing or attempting to influence an officer or employee of any 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, 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 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.

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 by *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 each such failure.

Southeast Tennessee Development District
Grantee/Contractor Organization

WIOA/On-the-Job Training Program
Program/Title

Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing of attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."[1]
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material charge report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contributor, specify the nature and value of the in-kind payment.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
16. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

The certifying official shall sign and date the form, print his/her name, title and telephone number.

[1]Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

1. In order to assure the Federal agencies conduct business with responsible organizations only, the President issued *Executive Order 12549, Debarment and Suspension*, encoded at *29 CFR Part 98, 98.510.* This *Order* required that all organizations or individuals presently debarred or suspended by any Federal Agency shall be prohibited from doing business with ALL Federal agencies for the period of debarment or suspension. All prospective grantees are therefore required to certify that fall into none of the categories of ineligibility. The *Certification Regarding Debarment, Suspension, and Other Responsibility Matters: Primary Covered Transactions* is attached for this purpose, and must be signed and submitted with each prospective grantee's application.

2. *Certification Regarding Debarment, Suspension* of the attached Instructions for the aforementioned *Certification*, the *Order* further requires that all primary participants [i.e. Grantees] shall not knowingly enter into any lower tier covered transaction with a person or organization who is disbarred, suspended or otherwise ineligible. Primary participants are, therefore, required to obtain certification of eligibility from all prospective sub-grantees and sub-Contractors prior to the commencement of the sub-grant or sub-contract. The *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Lower Tier Covered Transaction* is attached for this purpose.

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension*, encoded at *29 CFR Part 98, 98.510*, Participants' responsibilities. The regulations were published as *Part VII of the May 26, 1988 Federal Register [pages 19160-19211].*

[BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION]

1. The prospective recipient of federal assistance funds certifies, to the best of its knowledge and belief, that it, its current and future principles, its current and future subcontractors and their principles:

    a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

    b. have not within a three (3) year period preceding this Contract been convicted of, or had civil judgement rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant 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;

    c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of these offenses detailed in section b of this certification; and

    d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective recipient shall provide immediate written notice to the Contractor if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principal or the principals of its subcontractors are excluded or disqualified.

Subgrantee/Contractor Organization: Southeast Tennessee Development District

Instructions for Certification Lower Tier Transaction

1. By signing and submitting this form, the prospective recipient of Federal Assistance Funds is providing the *Certification* set below.

2. The *Certification* in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal Assistance Funds knowingly rendered an erroneous *Certification*, in addition to other remedies available to the Federal Government, the Department of Labor [DOL] may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal Assistance Funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal Assistance Funds learns that its *Certification* was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective recipient of Federal Assistance Funds agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.

6. The prospective recipient of Federal Assistance Funds further agrees by submitting this form that it will include this clause titled *"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,"* without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a *Certification* of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the *Certification* is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement of Non-Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the *Certification* required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Nondiscrimination and Equal Opportunity Provisions of

The Workforce Innovation and Opportunity Act

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

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), mandates that 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 Amendment of 1972), national origin age, disability, or political affiliation or belief. Participant(s) shall not be employed with any business used for sectarian instruction or as a place for religious worship. Participant(s) shall not be discriminated against solely because of their status as a participant in the program. Participation in programs shall be available to citizens and nationals of the United Sates, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

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 all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA 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.

This addendum represents the contracting organization's efforts to comply fully with Section 188 of the Workforce Innovation and Opportunity Act (WIOA), and all laws under implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act.

I-9 Certification Requirement

The *Immigration Reform and Control Act* (INCA) mandates that U. S. employers verify the employment eligibility status of newly-hired employees. It is unlawful for employees to knowingly hire or continue to employ unauthorized workers.

Participating employers in the WIOA On-the-Job Training (OJT) must verify that each employee receiving benefit of training under the OJT program has a current *Employment Eligibility Verification Form I-9* on file. The participating employer agrees to provide a list of all certifying information of the employees selected to receive incumbent worker services prior to beginning training.

The undersigned affirms that this stipulation has been read and understood and agrees that the participating company is in compliance with the I-9 requirement.

Selective Service Requirement

The On-the-Job Training (OJT) employer agrees to verify that all males born on or after January 1, 1960 are in compliance with the SSS registration requirements prior to receiving training funded with OJT dollars.

Males Under 26

- Males, between the ages of 18 and 26, who are required to register but have not done so, will be referred to the SSS website for registration prior to enrollment in WIOA. Expenses associated with the training of males that are required to register but refuse to do so are not eligible for OJT reimbursement.

Males 26 and Over

Males 26 years of age or over, who were required to register with SSS but did not, must obtain a Status Information Letter (SIL) from the SSS.

- If the SIL indicates that a male was not required to register for Selective Service, then he may be considered eligible for OJT services. The SIL must be received before WIOA eligibility for OJT can be determined.
- If the SIL indicates the male was required to and did not register, he is presumed to be disqualified from participation in WIOA funded activities and services until it can be determined that his failure to register was not knowing and willful. If it is determined the individual did NOT knowingly or willfully fail to register, the individual will then be eligible for participation in the WIOA OJT program.

The undersigned affirms that this stipulation has been read and understood and agrees that the participating company will comply with the Selective Service requirements.

Part Three
Addendum Example

AmericanJobCenter TENNESSEE

Effective Date

On-the-Job-Training Master Agreement Addendum

Participant Information

Name: VOS ID: Program:

On-the-Job Training Information

Company Name: Worksite Address:

Job Title: SOC Code:

Training Supervisor: Training Supervisor Phone:

Master Agreement: Addendum Number: Voucher Number:

Start Date: End Date:

Total Hours: Hourly Rate: Reimbursement Rate:

Training Hours Methodology – highlight or circle maximum allowable training hours

	Years of Relevant Work Experience				
Education Level	**0 – 3**	**4 – 6**	**7 – 9**	**10 – 15**	**15+**
H.S. Diploma or Equivalency	400	400	360	320	280
Certificate (in related field)	400	400	360	320	280
Associate's Degree	400	360	360	320	280
Bachelor's Degree	400	320	320	280	240
Master's Degree	400	320	320	240	200

Employment Training Plan

Skill/Competency to Learn (job description tasks):	**Start Capability**	**Goal Capability**	**Estimated Training Hours**
		Total Training Hours	

Supplies/Tools Needed for Training:

All parties agree to provide or obtain training for the skills outlined in this Addendum.

Workforce Staff Company Representative Trainee

This project is funded under an agreement with the Tennessee Department of Labor & Workforce Development. Equal Opportunity Employer/Program. Auxiliary aids and service available upon request to individuals with disabilities. TDD/TTY TN Relay 711.

EXECUTED ON BEHALF OF THE BUSINESS: The Business certifies that the information in this Agreement is correct to the best of their knowledge and belief and the filing of the application has been fully authorized. I also certify as the Company Representative the Authorized Designee listed below has the authority to submit invoices and supporting documentation to the American Job Center on behalf of the Business.

Company Representative:

_____

Date

Authorized Designee:

_____

Date

EXECUTED ON BEHALF OF THE SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT: The Southeast Tennessee Development District reserves the right to make any amendments necessary to this Agreement to comply with future changes of the law or regulations.

_____

Title I American Job Center Representative Date

_____

Workforce Development Board Staff Date