



State of Utah
Department of Workforce Services
**WORKSITE LEARNING OJT AND EIO
EMPLOYER AGREEMENT**

**PLEASE USE A BLACK
BALL POINT PEN TO
COMPLETE FORM**

This agreement sets guidelines for employers participating in Department of Workforce Services (DWS) Worksite Learning opportunities. By signing this agreement the employer has read, understands and accepts the standard assurances and agreements for the Worksite Learning as well as the specific opportunities **selected**.

Please select the Worksite Learning Opportunities from the list below.

- Youth Employment Internship Opportunity (Including Summer Youth Employment Internship Opportunity)
- Employment Internship Opportunity (For Special Projects)
- On-the-Job Training

EMPLOYER

- Private
- Public/Non-Profit

Name: _____

Address: _____

FEIN #: _____

Employer Workers Compensation # (Required): _____

Contact Person: _____

Phone #: _____

Fax #: _____

Employer Representative Signature/Title Date

DWS Representative Signature/Title Date

This Employer Agreement is effective for one year from the signature date.

DEPARTMENT OF WORKFORCE SERVICES (DWS) ASSURANCES AND AGREEMENT TERMS:

Links to Federal and State requirements may be found at <http://jobs.utah.gov/employer/resource/>

1. DWS will develop Worksite Learning Trainee Agreements and provide monitoring and intervention services as needed.
2. DWS will provide the Worksite Learning Training Agreement, time sheets / invoices (DWS Form 353PAID, if needed).
3. DWS will provide training compensation as agreed in the Worksite Learning Trainee Agreement.
4. DWS may designate representative(s) to act as its authorized agent for certain specific purposes of agreement administration. The designated staff is authorized to review and approve Worksite Learning Agreements.
5. DWS can terminate this agreement for any reason and without notice.

EMPLOYER ASSURANCES AND AGREEMENT TERMS:

1. The Employer understands the purpose and philosophy of the selected Worksite Learning opportunity and is willing to participate.
2. The Employer operates from a physical location in the State of Utah. The Employer's business reputation and stability in the community is in good standing. The Employer has adequate equipment, materials, and staff to train in the agreed occupation. The Employer will comply with all applicable federal, state and local laws, rules, and regulations. All Child Labor Laws must be followed.
3. Persons with immediate family members employed in an administrative capacity with the Employer may be referred for Worksite Learning if the currently employed family member:
 - a. will not supervise the trainee,
 - b. will not sign time sheets or paychecks for the trainee,
 - c. does not own the company or an interest in it, and
 - d. does not, in any way, benefit from the trainees training.
4. The employer will provide full Workers Compensation coverage for the trainee.
5. Time and attendance and payroll records for the trainee will be maintained for at least four years after completion of training, and access to these records for the DWS, state, or federal audits will be allowed on request by appropriate staff. The Employer agrees that the DWS and its duly authorized representatives, shall, until expiration of four years after final payment under the agreement, have access and the right to examine any directly pertinent books, documents, papers and records of the Employer involving transactions related to this agreement.
6. When trainee disciplinary action, suspension or termination appears to be necessary, the site supervisor shall give the DWS Representative notice no later than 2 business days after the action.
7. Any income or profit gained by the Employer as a result of this agreement will remain entirely the property of the Employer and will not be considered program income.
8. The Employer does not have a collective bargaining agreement in effect, which would be impaired by or inconsistent with this agreement. If such an agreement is in effect, written concurrence for this training agreement must be obtained from the union involved before the start of the agreement.
9. The Employer is not currently on the federal government debarment and suspension listing.
10. The Employer will provide a drug-free workplace.
11. Disputes regarding compliance with the nondiscrimination and equal opportunity requirements included in Section 188 of the Workforce Innovation and Opportunity Act (WIOA), 29 U.S.C. Section 2938 shall be referred to DWS for resolution in accordance with the provisions of those sections. All other disputes arising under this agreement shall be decided as provided by this contract or applicable law.

12. The Employer assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - a. Section 188 of the 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 IC financially assisted program or activity.
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
 - d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
 - e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
13. The Employer also assures that it will comply with 29 Code of Federal Regulations (CFR) Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Employers operation of the WIOA Title I- financially assisted program or activity, and to all agreements the Employer makes to carry out the WIOA Title I- financially assisted program or activity. The Employer understands that the United States has the right to seek judicial enforcement of this assurance.
14. The periods of access and examinations described above, for records which relate to: (1) appeals under the 'Disputes' clause of this Employer agreement, (2) litigation or the settlement of claims arising out of the agreement performance or (3) costs and expenses of any agreement as to which exception has been taken by DWS or its Controller or any of their duly authorized representatives, shall continue until such appeals, litigations, claims, or exceptions have been disposed of.
15. The Employer agrees to maintain the confidentiality of any information regarding trainees or their immediate families, which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. With the permission of the trainee, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the agreement and to persons having responsibilities under the agreement, including those furnishing services to the project.
16. In the performance of this Agreement and any related Trainee Agreements, the Employer agrees to provide all trainees with safety and health protection which shall be at least as effective as that required under the Occupational Safety and Health Act of 1970 (29 USC 651 et seq.). All records pertaining to injuries and illness of the trainee shall be maintained in accordance with the provision of CFR Title 29, Part 1904. Failure of the Employer to comply with the provisions of this clause shall be grounds for the termination of this agreement or the invocation of the Debarred, Suspended, and Ineligible Bidders' procedure of the Federal Department of Labor and State of Utah Procurement regulations.
17. In the performance of this Agreement and any related Trainee Agreements, the Employer agrees to provide all trainees with accessibility in compliance with the Americans with Disability Act 1991.
18. The employer hereby assures that the trainee will not displace or partially displace any currently employed employee. The employer verifies that they have not terminated the employment of any regular unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy with the worksite learning trainee. The trainee's position cannot be in a promotional line that infringes in any way on the promotional opportunities of current employees. WIOA funds do not impair existing service agreements or result in the substitution of federal funds for other funds in connection with work to be performed. The trainee is not replacing a worker currently on layoff or furlough status.
19. The Employer hereby assures and certifies that to the best of his or her knowledge and ability, no non-allowable activities or expenses will occur under this agreement. Should any disallowed costs occur, the Employer agrees to pay any such disallowed costs:

NON-ALLOWABLE REIMBURSEMENT EXPENSES AND ACTIVITIES:

- a. Cost resulting from violations of, or failure to comply with, federal, state or local laws and regulations.
 - b. Entertainment costs.
 - c. Insurance policies offering protection against debts established by the state/federal government.
 - d. Legal expenses for the prosecution of claims against the State/Federal government.
 - e. The employment or training of trainees in political activities. For any program, "political activities" means any partisan political activity or furthering the election or defeat of any candidate for public office; providing services or assigning personnel supporting or resulting in the identification of programs conducted pursuant to this agreement with (1) any partisan or non-partisan political activity or any other political activity associated with a candidate, or contending faction or group, in an election for public or party office, (2) any activity to provide voters or prospective voters with transportation or the polls or similar assistance in connection with any such election, or (3) any voter registration activity.
 - f. Legal services furnished by the chief legal officer of state or local governments or staff solely for the purpose of discharging general responsibilities as a legal officer.
 - g. Performance of personal, non-work related duties for the Employer.
20. Considerations for Employers utilizing Payroll Companies:
- a. Payroll Companies - If the site employer uses a company for payroll, the Worksite Learning Agreement is written with the site employer who actually provides the day-to-day supervision and training to the customer. Payments are then made to the site employer. The payroll company is not a party to the contract, although they may be visited to monitor payroll records.
21. Employer payroll records (including pay statements or checkstubs) or DWS Form 353PAID, indicating the pay period, holiday or overtime hours, number of hours worked and hourly rate of pay must be submitted to DWS by the 5th day of the month for the previous month's hours worked. DWS does not guarantee payment if submitted more than 30 days after the last day of the month. In order to meet fiscal year end requirements, for hours worked during the month of June, payroll records or Form 353PAID must be submitted no later than the 15th of July. Reimbursements to the Employer for more hours than actually worked by the trainee must be refunded to DWS.
22. Reimbursement shall be made only for the actual number of hours worked by the trainee for whom the Employer paid wages. The employer will not be reimbursed for any overtime hours. The employer will be responsible to pay any overtime wages. No reimbursement shall be made for work performed prior to the start date of the agreement, for work performed beyond the end date of the agreement, for holiday or sick pay, nor for periods of work stoppage.
23. In the event that a trainee terminates his or her employment with the Employer during the prescribed training period, regardless of whether the termination was voluntary or involuntary, payment to the Employer shall be made only for the actual number of hours worked by the trainee.
24. The Employer can terminate this agreement for any reason and without notice.

ADDITIONAL TERMS FOR INDIVIDUAL WORKSITE LEARNING OPPORTUNITIES:

1. Employment Internship Opportunity (EIO) Terms

- a. For Youth EIO, the employer will hire the EIO trainee as a temporary employee and pay all taxes and Workers Compensation. The trainee will be paid by the employer's payroll. DWS will reimburse the employer for 100% of the gross wage. The wage reimbursement will be issued monthly upon receipt of the payroll record or Form 353PAID. Due to the cost of training the EIO trainee, additional compensation will be paid at the end of the EIO for supervision and training costs incurred based upon the following schedule. For each thirty day period that the trainee is employed, the employer will be paid a training/supervision payment in the amount of \$150.00, with a maximum amount of \$450.00.

<u>Trainee is Employed:</u>	<u>Employer is Paid:</u>
1 to 30 Calendar Days	\$150.00
31 to 60 Calendar Days	\$300.00
61+ Calendar Days	\$450.00
Maximum Payment: \$450.00	

- b. For Special Projects EIO, additional information will be provided by the DWS Representative.
- c. The trainee must be reported as a new hire to Unemployment Insurance. Wages paid to the trainee while participating in the EIO are not subject to UI contributions.

- d. The employer will not pay the trainee less than other employees with similar training, experience, and skills.
- e. If form 353PAID is being used to calculate reimbursements completion of the supervisor evaluation section of Form 353PAID and discussion between the Employer and the trainee regarding trainee progress will occur at the same time as submission of Form 353PAID to DWS.

2. **On-the-Job Training (OJT) Terms:**

- a. The Employer intends to provide permanent employment and to maintain hours and wages beyond the agreement period. For current Trade Act trainees, the Employer will continue to employ the trainee for at least 26 weeks after completing the training, if the trainee desires to continue such employment and the Employer does not have due cause to terminate such employment.
- b. Employers new to OJT's must successfully retain the initial OJT trainee(s) before additional OJT's can be contracted. Successful retention is defined as the customer(s) remaining employed in the third quarter after the Worksite Learning Agreement ends with wages, benefits and conditions equal to those provided to regular, similarly-situated employees.
When successful retention has not been satisfied, additional OJT's are allowable under the following conditions:
 - 1. Termination of the first customer occurred due to good cause.
 - 2. The customer has maintained employment, but the employment duration has not yet met the third quarter after the Worksite Learning Agreement ends.
- c. The Employer will provide benefits and working conditions equivalent to those of regular employees, including provide workers compensation insurance and pay the full unemployment tax. The trainee will be compensated at the highest of the federal minimum wage or the prevailing wage rate of similarly situated employees, including periodic increases.
- d. OJT agreements (or placements) must be for full-time employment. The Employer can determine the definition of full-time employment, but it must not be less than 32 hours per week.
- e. The Employer agrees that the receipt of these OJT funds will result in an increase in employment and training opportunities and will not impair existing service agreements or result in the substitution of federal funds for other funds in connection with work to be performed.