



BAY CONSORTIUM REGION

OJT General Provisions

(Addendum to the OJT Agreement)

- **Authority:** The Employing Business assures that it possesses legal authority to participate in this contract.
- **Fiscal Responsibility:** The Employing Business, or its parent companies, assures that it is not now seeking, nor expected to seek within the next 180 days, protection under any of the bankruptcy laws.
- **Non-Discrimination:** The Employing Business assures that no trainee hired/trained under this contract will be subjected to discrimination because of race, color, religion, national origin, age, handicap, political affiliation, or solely because of their status under this contract.
- **Health and Safety Standards:** The Employing Business shall provide a clean, safe work environment that is in compliance with all applicable federal, state, and local laws and regulations.
- **Displacement:** The Employing Business assures that no currently employed worker will be displaced by any trainee, including reduction in hours.
- **Layoffs:** The Employing Business assures that no trainee will be employed when any other individual is on layoff from the same or any substantially equivalent job.
- **Kickbacks:** The Employing Business assures that their officers, employees, and agents will not accept or solicit gratuities, favors, or anything of monetary value as a result of this agreement.
- **Monitoring:** The Employing Business agrees to allow Business Services, the Workforce Development Board, the Department of Labor, or any other authorized agency serving to monitor on a regular basis to ensure adherence to the terms and conditions of this agreement. Monitoring shall include the review of financial records related to the contract (payroll records) and interviews with those directly involved with the training of trainees.
- **Record Keeping:** The Employing Business will preserve all financial, trainee attendance, payment, progress, and personnel records for three (3) years after the end of the training period, or longer if any litigation or audit is begun which involves these records.
- **Attendance Records:** The Employing Business assures that trainee attendance records contain the following information: a) actual hours worked; b) holidays; c) vacation; and d) sick and other leave.
- **Payroll Records:** The Employing Business assures that trainee payroll records include: a) amount paid for hours worked; and b) wages withheld for taxes, and the records of such tax payments.
- **Employer Reimbursement:** The Employer is required to use the OJT Reimbursement Form. The Employing Business shall be reimbursed no later than 30 days from the date received by the Contractor/Workforce Development Board.
- **Termination Agreement:** Either party may terminate this agreement for convenience upon ten (10) days written notice. Business Services may terminate this agreement without prior notice for cause (violation of any of the terms of this agreement by the Employing Business).
- **Appeals:** The Employing Business has the right to appeal any termination by contacting the appropriate Workforce Development Board.
- **Disputes, Remedies:** The Employing Business shall agree to first attempt to resolve disputes arising from this agreement through negotiation in lieu of litigation.



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- **Independence of Covenants:** If any term or provision of this agreement is held invalid, the remainder of the agreement shall not be affected.
- **Relocation:** The Employing Business will not utilize OJT to assist in the relocation of all or part of its business.
- **Licensing:** The Employing Business will not utilize OJT for occupations that normally require a license unless the license is part of the OJT training.
- **Prior Employee:** The Employing Business will not employ individuals who, during the last 48 months, have been employed by the Employing Business.
- **Conflict of Interest:** The Employing Business will notify Business Services, if any employee of the Employing Business is a member of the Workforce Development Board.
- **Nepotism:** The Employing Business will disallow nepotism when hiring OJT Trainees. OJT Trainees cannot work in a business where a relative is either a principle in the firm or provides supervision/training of the participant.
- **Partisan Activities:** The Employing Business will not assign an OJT Trainee to duties which involve partisan or non-partisan political or religious activities.

Initials: _____

Date: _____