

Job-Driven National Emergency Grant On-The-Job Training Policy

Reference:

Workforce Investment Act of 1998; 20 CFR Parts 663 and 667; WIA Five-Year Integrated State Plan (7/1/2012 through 6/30/2017) Waiver Section; National Emergency Grants policy; Eligibility for Dislocated Workers policy.

Background:

This policy only applies to the administration of the Job-Driven National Emergency Grant (JDNEG). In July 2014, the Nebraska Department of Labor was awarded the JDNEG by the U.S. Department of Labor. Nebraska's Job-Driven National Emergency Grant project is a partner driven strategy that creates reemployment services and work-based trainings for dislocated workers, the long-term unemployed, underemployed, and veterans returning from service. This industry driven project will help connect and prepare participants for employment opportunities in Manufacturing and Transportation, Distribution, and Logistics (TDL) industries. This grant will primarily utilize the On-the-Job Training Activity to assist participants.

The JDNEG On-the-Job Training (OJT) activity is provided under a contract with an employer in the public, private non-profit, or private sector. This training arrangement is an exception to the Individual Training Account (ITA) requirement specified in Section 134 of the Workforce Investment Act (WIA).

Action:

After the 10 day review period, this policy is considered final. Questions and comments should be submitted in writing to Stan Odenthal, stan.odenthal@nebraska.gov.

Policy:

The Job-Driven National Emergency Grant establishes certain requirements for OJT training contracts. Agreements for on-the-job training services must be in writing and must ensure that participants are provided a structured training opportunity in which the participant is able to gain the knowledge and competencies necessary to be successful in the occupation in which they receive training. The training services shall be provided in a manner that maximizes consumer choice in the selection of an eligible provider of such services.

Definition

The term "on-the-job training" means training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- a. Provides knowledge or skills essential to the full and adequate performance of the job;
- b. Provides wage reimbursement to the employer for the extraordinary costs of providing the training and additional supervision related to the training; and
- c. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

In order to establish an OJT contract under the JDNEG program, the following three elements are necessary: 1) the On-the-Job Training Pre-Award Application; 2) the On-the-Job Training Contract and Assurances; and 3) the On-the-Job Training Plan.

On-the-Job Training Pre-Award Application

This Pre-Award Application is part of the On-the-Job Training Contract, and the first step in the on-the-job training contract process. Each employer must complete an On-the-Job Training Pre-Award Application prior to signing an OJT contract. Based on the Pre-Award Application, the Nebraska Department of Labor Job-Driven staff members shall determine if the employer/training provider is qualified and capable of entering into an agreement to provide on-the-job training. The On-the-Job Training Pre-Award Application must be signed by an Employer representative and the JDNEG staff member, and approved by the NDOL manager. The On-the-Job Training Pre-Award application is valid for a one year period. The pre-award application will be reviewed annually, and must be completed prior to the On-the-Job Training Contract being signed by all parties.

The On-the-Job Training Pre-Award Application criteria includes the following:

- Whether the employer is a new or established business. If the company has operated at the current location less than 120 days and the business relocated from another area in the U.S., it must be verified that employees were not laid off at the previous location as a result of the relocation.
- The Employer Size, meaning number of employees currently employed at the local operation where the OJT placements will be made. When substantiating the employer count, the most current Labor Market Information (LMI) may be a source to consider. LMI may be obtained from NEworks. Local employer site information, including an employee size range for each local operation, is available in NEworks through data provided by Infogroup. The employee size range from NEworks is acceptable to the extent the entire size range fits within the OJT employer reimbursement sliding scale ranges (e.g. an employee size range listed as 20-49 in NEworks falls within the 1-50 employee range found within the OJT employer reimbursement sliding scale). Employer Size is determined by the number of employees at the time of the pre-award review. This applies to all employers, including employers with seasonal or intermittent employee size fluctuations.
- Review of the hiring practices of this employer in general, and for this position in particular. *[Note Section 195(4) of the Workforce Investment Act.]*
- Determine the employer's rate of employee turnover, and the turnover for this particular position. Contracting with employers who have high employee turnover rates should be avoided.
- Establish if the employer has incurred any layoffs in the past 12 months. Check to be sure no Worker Adjustment and Retraining Notification Act (WARN) notices have been filed.
- Determine if the position is full-time or part-time, and if permanent, temporary, or seasonal. Contracts shall not be established for positions that do not or cannot have a trainer or supervisor present. Contracts will not be considered for temporary or seasonal positions. Contracts may be established for part-time OJTs based on the needs of the participant.
- Determine if any of the positions at the company are covered by a collective bargaining agreement, and if the training is consistent with such agreement.
- Determine if there have been any OSHA, wage and hour, or child labor law violations in the past year.
- Determine if there have been any substantiated Equal Opportunity complaints.
- Identify the types of positions and the minimum qualifications for the positions that the employer has available to participate in an OJT.

- Determine if the pay and benefits are equivalent to similar positions in the local labor market and/or similar positions with the employer.
- Establish that the employer provides worker's compensation or accident insurance.
- Determine if the employer's accounting system (especially payroll), personnel system, grievance system, etc., is adequate to administer the contract agreement?
- Determine if the employer is presently disbarred or suspended from receiving federal contracts.

On-the-Job Training Contract and Assurances Requirements

OJT contracts are effective for one year or until all training plans initiated under this agreement are completed, whichever is later. A pre-award application for the employer desiring an OJT must be completed or on file prior to the OJT contract being signed. Please note, if additional training plans are initiated after the end date of the contract, a new pre-award application and OJT contract must be completed prior to a new OJT Training Plan being approved and signed.

The OJT contract is a non-financial agreement established between the Nebraska Department of Labor and the employer, which establishes that the employer agrees to follow all the terms, conditions, and assurance. The OJT contract shall be procured in accordance with all federal and state procurement policies and at a minimum shall contain or address the following information:

- A. **Employer's Agreement To Maintain And Make Available Accurate And Complete Time And Attendance, Payroll And Other Records To Support Amounts Claimed By The Employer For Reimbursement Under The Contract** – The employer must preserve all trainee payroll, fringe benefit, and personnel records (including time and attendance sheets normally kept by the employer for employees) for three years from the close of the applicable program year or longer if any litigation or audit has begun or any claim is instituted which involves these records. In that case, the employer shall retain the records beyond the three-year period until the litigation, audit findings or claim has been resolved.
- B. **Written Assurances** – OJT contract must include several standard assurances that are designed to acknowledge an employer's responsibilities in accepting public funds for training. The assurances should address these issues:
 1. At the end of the training period, the employer intends to retain the trainee in the occupation and compensate the trainee for at least the hourly wage rate specified in the contract agreement. Retention will be subject to the employer's right to terminate the trainee for normal business or personnel reasons.
 2. Individuals in on-the-job training must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
 3. Funds provided to employers for OJT must not be used to directly or indirectly assist, promote or deter union organizing.
 4. No individual in a decision-making capacity shall engage in any activity, including participation in the selection, award, or administration of a contract supported by WIA funds if a conflict of interest would be involved.
 5. The employer will provide worker's compensation coverage for the trainee and abide by health and safety standards established under State and Federal law.

6. The trainee will not conduct political or sectarian activities while under the provisions of the OJT contract.
7. The employer will not discriminate against any trainee 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 Workforce Investment Act Title I-financially assisted program or activity.
8. The employer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.
9. The employer certifies that it will provide a drug-free workplace as defined by the Drug-Free Workplace Act of 1988.
10. The employer is in compliance with all State and local laws regarding taxation and licensing.
11. Trainees who are working as laborers/mechanics in any construction, alteration or repair (including painting and decorating) of public buildings or works must be compensated in compliance with the Davis-Bacon Act.
12. A trainee in an OJT program shall not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
13. The employer agrees that no trainee shall be hired into or remain working in any position when any other individual is on layoff from the same or any substantially equivalent job. An OJT trainee may not be employed in a job if the employer has 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 WIA participant. It is not allowable for an OJT job to be created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
14. The contract will not encourage or induce the relocation, or an establishment or part thereof, that results in a loss of employment for any employee of such establishment at the original location.
15. Nothing in the OJT contract shall impair existing contracts for services or existing collective bargaining agreements unless the employer and the labor organization concur in writing.
16. The employer certifies that it has registered with and is using a federal immigration verification system as defined in section 7 of Nebraska Laws 2009, LB 403 to determine the work eligibility status of all new employees physically performing services within the State of Nebraska.
17. If the applicant has worked for the employer at any time in the past, and if so, the dates and circumstances. Participants shall not be considered eligible for services with the same employer or in the same occupation.
18. Determine if the applicant is related to the employer, or an employee who works for the employer in an administrative or supervisory capacity.

On-the-Job Training Plan Requirements

The On-the-Job Training Plan is Attachment A of the contract. The training plan identifies the financial and training obligation between the Nebraska Department of Labor and the participating employer. The OJT Plan is specific to each JDNEG participant. However, multiple training plans can be implemented under a single OJT Contract during the one year period of the OJT contract.

The Nebraska Department of Labor JDNEG staff member may refer eligible clients to the employer for consideration of hiring at their company or the employer may refer potential hires to a JDNEG staff member to determine program eligibility before the employer hires the individual under the OJT contract and develops an OJT Plan.

The OJT Training Plan is Attachment A of the OJT Contract and must address the following information:

- A. Occupation(s) For Which Training Is To Be Provided** – Training will be provided only for those occupations or companies that identify themselves as part of the manufacturing or transportation, distribution, and logistics industries. .
- B. Length Of Time The Training Will Be Provided** – The length of OJT in Nebraska shall be based on the skill gap assessment, and is limited to a maximum of **six months**. Skill gap occurs where there is a gap between the skills of the individual and the skills needed for the targeted job. The skill gap is measured and must be documented by taking into consideration:
- the initial skills of the participant as determined by recognized skill assessment tools (not just educational attainment)
 - skill level needed to perform the job

There are several recognized skill assessment tools that are useful in determining the skills necessary for specific occupations and industries. Some of these include:

- **Industries:** Competency Model Clearinghouse www.CareerOneStop.org/CompetencyModel. Includes competency models for bioscience, construction, automation, and more
- **Occupations:** O*NET OnLine <http://online.onetcenter.org>. Occupational Competency Profiles contain: tasks, knowledge, skills, abilities, detailed work activities
- **Certification Finder:** www.careerinfonet.org/certifications_new/default.aspx. Includes certifications for hundreds of occupations.

In most instances in Nebraska, the O*NET assessment shall be used, but the other tools listed above are acceptable.

The duration must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan.

- C. Wage Rate To Be Paid To The Trainee** – Individuals in on-the-job training must be compensated at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Such rates must be in accordance with applicable law, but may not be less than the higher of the rate specified in Section 6(a) (1) of the Fair Labor Standards Act of 1938 or the applicable State or local minimum wage law.
- D. Rate Of Reimbursement To The Employer** – On-the-job training payments to employers are deemed to be compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants.

For OJT employer reimbursement, the sliding scale shall be based on the Employer Size at local operation where the OJT placements will be made, as identified below.

- **1-50 employees** – up to 90% reimbursement of the trainee's wage
- **51-250 employees** – up to 75% reimbursement of the trainee's wage
- **251 and more employees** – standard 50% reimbursement of the trainee's wage

Official payroll records containing the trainee's hours and wages must be utilized to determine the amount reimbursed to an employer. Employers will submit reimbursement request with supporting documentation in order to be reimbursed their training costs no more than monthly and no less than quarterly.

OJT reimbursements are made based on actual hours worked at the regular base rate per hour. Hourly reimbursements will not be made on overtime pay rate, shift differential pay rate, premium pay, and other non-regular wages paid by the employer to the participants. Also, the reimbursement cannot be based upon non work time such as illness, holidays, plant downtime or other events in which no training occurs.

- E. Training Outline Listing Work Skills To Be Learned In the Position** – A comprehensive list of work skills the trainee will learn during the training period is a required part of the contract. Efforts should be made to develop programs which contribute to occupational development, upward mobility, development of new careers, and opportunities for nontraditional employment.
- F. Other Classroom Training** – An outline of any other separate classroom training may be provided by the employer. Please note, if the employer pays for the participant's classroom training during the training period, the employer will be reimbursed for such payments up to the amount specified in the OJT Plan, provided the classroom training is not normally provided to regular employees.

Supportive Services

Supportive services shall be provided, as necessary and in accordance with state policies, and may include, but are not limited to the following:

- Linkages to community services
- Assistance with transportation costs
- Assistance with child care and dependent care costs
- Assistance with uniforms or other appropriate work attire and work-related tool costs, including such items as eye glasses and protective eye gear

Performance Information

The JD NEG staff members must collect performance information on employers and individuals participating in the on-the-job training. At a minimum, this performance information should include:

- Data on placement of trainee at end of the contract
- Six-month employment retention rate
- Rate of successful completion of On-the-Job Training
- Average Wage of OJT Training Recipients and Wage after his/her training ends (increase or decrease)

The Job-Driven Program Coordinator will determine whether employers meet acceptable performance levels for the above criteria. If an employer has a high success rate of training and placement, the employer is eligible to renew the OJT Contract for another year. However, re-contracting will not be entered into with employers who have received payments under previous On-the-Job Training Plans and have exhibited a pattern of failing to provide on-the-job training 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.

Monitoring and Oversight

JDNEG staff members must monitor training, invoice and reimbursement systems. Participant obligations and expenditures will be monitored through the Workforce Investment Act Request and Reporting System (WRRS). Employers shall be required to maintain an internal supporting documentation system in accordance with contract record requirements.

Job-Driven National Emergency Grant

Nebraska Department of Labor

ON-THE-JOB TRAINING PRE-AWARD APPLICATION

**This application is valid for one year from the date of signature*

Company Name: _____

Company Address: _____

Street Address

City

State

ZIP Code

Phone: () _____

FEIN: _____

Representative: _____

Name (Print)

Job Title

Email Address: _____

Does your company go by any other names?

If so, list & provide their locations.

1) What Business Sector is your company? <input type="checkbox"/> Private <input type="checkbox"/> Private Non Profit	2) How long has the company been in this area? _____ years	3) Is the company being sold, closed, relocated or merging with another company? <input type="checkbox"/> Yes <input type="checkbox"/> No	4) Number of employees at the above location: <input type="checkbox"/> 1 – 50 employees <input type="checkbox"/> 51 – 250 employees <input type="checkbox"/> Over 251 employees
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5) Is Worker's Compensation Coverage Provided? Policy Number: _____
 Yes No Insurance Company: _____

6) Is your company presently disbarred or suspended from receiving Federal Contracts? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Explain: _____	7) Have there been any OSHA, wage and hour, or child labor law violation in the past year? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Explain: _____	8) Have there been any NEOC or EEOC complaints or litigation filed against this company in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Explain: _____
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9) Have there been any lay-offs in the past 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Explain _____	10) What has been the employee turnover rate in the past 12 months?
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11) Is your company up to date on paying Unemployment Insurance (UI) Tax? <input type="checkbox"/> Yes <input type="checkbox"/> No	12) Have you used a staffing agency in the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No	13) How many new hires do you anticipate making in the next 2 years? _____ Employees	14) Do you have sufficient equipment, materials, and supervisory time & expertise to provide necessary training? <input type="checkbox"/> Yes <input type="checkbox"/> No
15) What job titles or job descriptions will be filled in the next two years?			
16) What licenses or entry certifications do your workers need?			
17) Are any of the jobs covered by a collective bargaining agreement? <input type="checkbox"/> Yes <i>If yes, provide a "concurrence letter" from the union(s).</i> <input type="checkbox"/> No			
18) Is the pay of any job based upon commissions, tips, piecework, or incentives? <input type="checkbox"/> Yes <input type="checkbox"/> No	19) Is there a base wage that commissions, tips piecework or incentives are added to? <input type="checkbox"/> Yes <input type="checkbox"/> No	20) If yes, to either question 18 or 19, what entry earnings may be expected? \$_____	
21) Do you have a payroll system that records all paychecks and amounts with federal and state tax withholdings? <input type="checkbox"/> Yes <input type="checkbox"/> No	22) Does your company offer fringe benefits to your employees? <input type="checkbox"/> Yes <input type="checkbox"/> No	23) If you offer fringe benefits, identify when these are available to new hires.	
24) Has your company relocated from another labor market in the US within the last 120 days, leaving any workers behind? <input type="checkbox"/> Yes <input type="checkbox"/> No	25) If yes to question 24, please provide the date that production of goods or services began at the new location:	26) Has your company filed a WARN notice in the past year? If yes, list the locations of the facilities affected by the WARN. <input type="checkbox"/> Yes <input type="checkbox"/> No	

I certify that the above information is, to the best of my knowledge, true and accurate.

Company Representative(Signature)

JDNEG Staff Member(Signature)

Company Representative Name & Job Title (Print)

JDNEG Staff Member (Print)

Date

Date

NDOL OFFICE USE ONLY:

APPROVED

DENIED

REASON: _____

NDOL Manager (Signature)

Date

Job-Driven National Emergency Grant On-the-Job Training Contract and Assurances

THIS IS A CONTRACT between the Employer and the Nebraska Department of Labor (Service Provider) for the on-the-job training (OJT) activity.

EMPLOYER:			
Mailing Address:			
City, State, ZIP:			
Federal I.D. Number:			
Contact Name:			
Title:			
Telephone:			
Email Address:			
Location of Training Worksite:			
Products or Services:			
Type of Company (check all that apply):	<input type="checkbox"/> Public Entity	<input type="checkbox"/> Individual	
	<input type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> For Profit Corporation	<input type="checkbox"/> Other:	

Funding is made available to assist businesses in training and retaining a skilled, productive workforce.

This agreement is effective on (date) and shall remain in effect through (date), or until all Training Plans initiated under this Agreement are completed, whichever is later.

The Employer will be reimbursed for a percentage of each Trainee's regular wages (as defined in the Job-Driven National Emergency Grant On-the-Job Training Policy) in accordance with the individual's OJT plan during the training period. The OJT plan must be approved prior to the beginning of the Training Period. Please note, if a training plan was not initiated prior to the end date of this contract, (date), a new pre-award application and contract need to be completed.

On-the-Job Training Contract and Assurances

1. Employer intends to retain the Trainee in the occupation and at the wage rate provided by this Contract after the end of the training period, subject to the Employer's right to terminate the Trainee for normal business or personal reasons.
2. The individual signing this Contract on behalf of the Employer is an authorized agent and certifies that all information contained in this Contract relevant to the Employer is correct.
3. The Employer will provide Workers Compensation Insurance (unless the Employer is exempt) for the Trainee and will abide by federal and state health and safety standards and other conditions of employment established under state and federal law.
4. The Trainee shall be compensated at the same rate as similarly situated employees or trainees (including periodic increases). Wages paid will be at least the hourly rate indicated by the training plan, and the Trainee will be subject to the same working conditions and receive the same fringe benefits as other employees similarly employed.
5. If the Employer pays for Trainee classroom training during the training period, the Service Provider will reimburse the Employer for such payments up to the amount specified in the training plan, provided the classroom training is not normally provided to regular employees.
6. The Trainee should not be terminated by the Employer without prior notice to the Service Provider. A reasonable opportunity should be provided to the Trainee to improve job performance.

7. The Employer agrees that no Trainee shall be hired into or remain working in any position when any other employee on lay-off or has been bumped with recall rights to a substantially equivalent position within the business or organization.
8. The Employer is financially solvent on the date of this Contract and, under current projections, will remain financially able to meet the obligations of this Contract.
9. The Trainee will not perform political or sectarian activities during the work or training time specified by this Contract.
10. The Employer will not discriminate against any Trainee on the basis of race, color, national origin, religion, age, sex, handicap, political affiliation, or belief.
11. No member of the Trainee's immediate family is engaged in an administrative capacity for the Employer or will directly supervise the Trainee. Immediate family is defined as the Trainee's spouse, children, parents, grandparents, grandchildren, siblings, or persons in the same relationship to their spouse.
12. The Trainee cannot have worked for the employer at any time in the past.
13. The Employer or Service Provider may terminate this Contract at any time for convenience by giving a signed written notice of intent to terminate to the other party.
14. The Employer certifies that the Employer or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation this Contract by any federal department or agency.
15. All Trainees who are working as laborers/mechanics in any construction, alteration or repair (including painting and decorating) of public buildings or works must be compensated in compliance with the Davis-Bacon Act.
16. The Employer agrees to submit accurate time and attendance, payroll, and other records to support reimbursement.
17. The Employer assures that funds provided to them for on-the-job training must not be used directly or indirectly to assist, promote, or deter union organizing.
18. No individual in a decision-making capacity shall engage in any activity, including participation in the selection, award, or administration of a contract supported by WIA funds if a conflict of interest would be involved.
19. This Contract shall terminate should it be declared void or unenforceable by final order of a court of competent jurisdiction.
20. The Employer is in compliance with state and local laws regarding taxation and licensing.
21. E-Verify Statement:
 - A. New Employee Work Eligibility Status. Employer is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
 - B. Attestation Of Citizenship Or Qualified Alien Status. If Employer is an individual or sole proprietorship, Employer must complete the United States Citizenship Attestation Form, attached hereto. If Employer indicates on such attestation form that he/she is a qualified alien, he/she agrees to provide the US Citizenship and Immigration Services documentation required to verify his/her lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Employer understands and agrees that lawful presence in the United States is required and he/she may be disqualified or this Contract may be terminated if such lawful presence cannot be verified as required by *Neb. Rev. Stat. §4-108*.

22. Records and Accounts:

- A. Access to Records. Employer shall maintain and shall permit the Service Provider and its federal partners access to its personnel for purposes of interviews and discussions related to such records, to inspect and copy portions of its books, files, records, purchase orders, invoices, vouchers, payroll records, accounts, or other primary source documents and data compilations as is deemed necessary by Service Provider to determine whether Employer is properly performing hereunder, complying with all terms, conditions, and provisions herein, and that the funds are being utilized, expended appropriately, and in accordance with this Agreement. It is understood and agreed that all such records shall be maintained locally and will be made available for inspection and copying during normal business hours upon ten days' written notice.
- B. All records referenced in this Agreement and all records pertaining to the activities to occur under this Agreement shall be retained for a period of four years from the termination of this Agreement or until all litigation, claims or audit findings involving the records or this Agreement have been finally resolved, whichever is later.

23. Restriction on Use of Funds:

- A. No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office; nor shall they be used to provide services to or the employment or assignment of personnel in a manner supporting or resulting in the identification of programs/projects conducted or operated pursuant to this Contract with:
 - 1. Any partisan or nonpartisan political activity or any other political activity associated with a candidate, or contending faction or group, in a public election or party office; or
 - 2. Any activity to provide voters with transportation to polls or similar assistance in connection with an election; or
 - 3. Any voter registration activity.
- B. Employer assures that no federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 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. 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 an 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, Employer shall fully comply with the provisions of 31 U.S.C. §1352. Employer 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.
- C. Due to possible future reductions in state and/or federal appropriations, the Service Provider cannot guarantee the continued availability of funding for this Contract notwithstanding the consideration stated above. In the event funds to finance this Contract become unavailable either in full or in part due to such reductions in appropriations, the Service Provider may terminate this Agreement or reduce the consideration upon notice in writing to Employer. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Service Provider shall be the final authority as to the availability of funds. The effective date of such termination of agreement or reduction in consideration shall be specified in the notice as the date of service of said notice or the actual effective date of the state and/or federal funding reduction, whichever is later. Reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, Employer may cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice to the Service Provider.

- 24. The Employer will not violate any of the conditions of this Contract or any applicable federal, state or local law. The Employer must comply with Child Labor Laws if employing youth age 14-17 (please see www.youthrules.dol.gov for full Child Labor Law requirements). If a violation occurs and results in a liability to the state, the local Workforce Investment Board, or the Service Provider, the Employer agrees to reimburse the program in an amount equal to the resulting liability.
- 25. The Employer will provide a drug free workplace as defined by the Drug Free Workplace Act of 1988 (PL 100-890).
- 26. Employer acknowledges that this Agreement must be operated in compliance with civil rights laws and statutes, and any implementing regulations, and warrants and assures that:
 - A. Employer complies, as applicable to it, with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Nebraska Fair Employment Practice Act, the Nontraditional Employment for Women Act, and the Workforce Investment Act of 1998 (29 CFR 37).
 - B. No person shall be discriminated against by Employer on the basis of race, color, religion, sex, national origin, age, political affiliation or belief, or status as a qualified person with a disability.
 - C. No person or beneficiary will be discriminated against by Employer on the basis of his/her citizenship/status as a lawfully-admitted immigrant authorized to work in the United States, or to participate in any WIA Title I financially-assisted program or activity.
 - D. No person shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity by Employer for which he/she receives federal financial assistance.

I ACCEPT AND AGREE to abide by all of the above conditions and the training plan which are a part of this On-the-Job Training Contract. I certify that the decision to participate in the Job-Driven National Emergency Grant was based on the extraordinary cost of training and upon receipt of this On-the-Job Training Contract.

Employer Representative	Title	Date
NDOL Management Staff		Date
Collective Bargaining Agent's Signature	Title	Date
Collective Bargaining Unit		Local #

Job Driven National Emergency Grant

Nebraska Department of Labor

ON-THE-JOB TRAINING PLAN

Trainee Information

Participant's Name:	
Job Title:	
SOC Code:	
Length Of Training:	<i>Hours</i>
Start Date:	

Worksite Information

Company Name:			
Location:			
Supervisor's Name:			
Phone Number:			
Email Address:			
Reimbursement Rate:	%	Hourly Wage:	\$

Training Reimbursement

Total OJT Training Hours:	Hourly Wage:	Reimbursement Rate	Total OJT Amount to be Reimbursed
X	X	=	

Is the Trainee's immediate family engaged in an administrative capacity for the Employer or will they directly supervise the Trainee? *(Immediate family is the Trainee's spouse, children, parents, grandparents, grandchildren, siblings, or persons in the same relationship to their spouse)*

Yes No

Has the Trainee worked for this employer at any time in the past? Yes No

Will you be providing classroom training to the trainee? Yes No

If yes, identify the classroom training needed specifically for the trainee and the estimated cost.

SIGNATURES

Funding for training is authorized when the employer, the JDNEG staff member, the participant, and the union representative (if applicable) signs this OJT Training Plan. All on-the-job training agreement terms, conditions, and assurances apply to this training plan.

Participant _____ Date _____

Employer Representative _____ Title _____ Date _____

JDNEG Staff Member _____ Date _____

NDOL Management Staff _____ Date _____

Collective Bargaining Agent's Signature _____ Title _____ Date _____

Job-Driven National Emergency Grant

Nebraska Department of Labor

Request for Reimbursement for On-the-Job Training

Date: _____

Submitted By: _____
Name Title

Company Information

Name: _____

Address: _____
City State Zip Code

In order for this reimbursement to be processed, the below table needs to be completed and the formal payroll records for the below listed employees and payroll dates must be attached. Invoicing for reimbursement should be submitted no more than monthly and no less than quarterly.

Employee Name	Payroll Dates	Hourly Rate	Hours Worked	Total
Ex: Bruce Wayne	12/14/2014 - 12/27/2014	\$12.00	40	\$480.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Employer Reimbursement Rate: 0%

Total Requested Amount of Reimbursement: \$0.00

Please Note: OJT reimbursements are made based on actual hours worked at the regular base rate per hour. Hourly reimbursements will not be made on an overtime pay rate, shift differential pay rate, premium pay, and other non-regular wages paid by the employer to the participant. Also, the reimbursement cannot be based upon non work time such as illness, holidays, plant downtime or other events in which no training occurs.