

### ON-THE-JOB TRAINING CONTRACT

Fund Source Code Number: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Beginning and Ending Dates of Contract:  
\_\_\_\_\_

Maximum Contract Amount:  
\$ \_\_\_\_\_

Name, Address & Phone No. of Contractor/Employer:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name, Address & Phone No. of Agency/Grantor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_

I certify by my signature above that I am authorized to sign this contract and commit the contractor/ employer to the contract, Terms and Provisions, **Part A** Assurances and Certifications, and supplements, which are part of this agreement.

I certify by my signature above that I am authorized to sign this contract and commit the Agency/grantor to the contract, Terms and Provisions, **Part B** Assurances and Certifications, and supplements which are part of this agreement.

Others Authorized to Sign Agreements/Invoices (or additional signature)

Others Authorized to Sign Agreements/Invoices (or additional signature)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Name/Title \_\_\_\_\_

Name/Title \_\_\_\_\_

Type of Business:

Public Agency

Private Agency:

Sole Proprietorship

Partnership

Corporation chartered by  
State of

Private Nonprofit Organization

Contract Payment Schedule

Quarterly  Other - Specify

End-of-Contract

Monthly

Agency Program Representative:

\_\_\_\_\_

Phone No. \_\_\_\_\_

Total number of contract pages including supplemental pages: \_\_\_\_\_

## Directions for completing the On-the-Job Training Contract

### Cover Page

1. Fund Source Code Number - This number is to be assigned by the Agency.
2. Contract Number - This number is to be assigned by the Agency.
3. Beginning and Ending Dates of Contract - Enter contract period.
4. Maximum Contract Amount - Enter the total cost for the contract as computed on the Training Summary.
5. Name, Address & Phone No. of Contractor/Employer - Enter Contractor/Employer name, address and phone number.
6. Name, Address & Phone No. of Agency/Grantor - Enter Agency/Grantor name, address and phone number.
7. Signatures - Obtain signatures of persons authorized to commit the Agency/Grantor and the Contractor/Employer to the contract. The persons signing for the Contractor should be authorized to sign current and future contracts or invoices. If an additional signature is needed to authorize another person to sign or obtain an additional signature, use the additional signature line. If a new authorized signature for the Contractor is needed during the contract period, use the contract modification form to obtain the new authorized signature. **All signatures and signature dates must be in ink. There should be no white out spaces on the contract.**
8. Contract Payment Schedule - Enter the contract payment schedule as agreed upon by the Agency and the Contractor by checking the appropriate box or specifying the schedule.
9. Agency Program Representative and Phone No. - Enter the name of the agency program representative and the representative's phone number.
10. Type of Business - Enter the type of business by checking the appropriate box.
11. Page Number - Enter the total number of pages of the contract, including supplemental page(s) which are now or will become a part of the contract.

## TERMS AND PROVISIONS

1. This contract may be modified at the mutual, written agreement of both parties, in advance of any proposed changes.
2. The Agency may unilaterally modify or terminate this contract if State or Federal Governments change funding levels or in the case of nonperformance or violation of the contract by the Contractor.

## ASSURANCES AND CERTIFICATIONS

### PART A

#### The Contractor assures full compliance with the following:

1. There is a legitimate need for training and a reasonable expectation for continued employment exists for trainees completing the training described in this contract.
2. The Contractor shall establish a grievance procedure or use the WIOA grievance procedure established by the Statewide Workforce Programs and Oversight Bureau in the Montana Department of Labor and Industry.
3. The Contractor, in the event of a trainee's unsatisfactory performance, will give the Agency prior notice before material changes are made in the trainee's employment status.
4. The Contractor shall maintain current and accurate attendance, training and payroll records sufficient to support payments and maintain such records for three years and shall allow the Agency access to such records.
5. The Contractor will provide the Agency (including state and federal Grantor staffs) with access to all pertinent training records, the trainee and training sites.
6. The Contractor will not displace or infringe upon the promotional or training opportunities of current employees because of the hiring of a trainee. This includes partial displacement, such as reduction in hours of non-overtime work, wages or employment benefits.
7. Each trainee will be considered an employee of the Contractor and receive the same treatment as other employees of the Contractor, including wages, benefits and working conditions, healthy and safe working conditions, meaningful job training consistent with the duties and responsibilities of the trainee/job position, and adequate and well-supervised training by a qualified supervisor.
8. Each trainee will receive adequate on-site medical and accident insurance or, if applicable, State Workers' Compensation coverage.
9. The Contractor will provide each trainee adequate training materials and supplies during the training period.
10. No trainee will be discriminated against on the grounds of race, color, religion, sex, national origin, age, political affiliation or belief, creed, disability, or marital status.
11. No trainee shall be employed in building, operating, or maintaining any part of any facility, which is used for religious instruction or worship.
12. No trainee will be permitted to engage in partisan or non-partisan political activities during working hours for which the trainee will be compensated with WIOA funds.
13. No trainee under the age of 18 years of age shall be placed in any occupation and/or job duty, which the U.S. Secretary of Labor has found to be particularly hazardous for persons between the ages of 16 through 18.
14. No trainee will remain in training with the Contractor affected by a labor dispute involving a work stoppage or layoff and the Contractor affected will notify the Agency should such a situation appear imminent.
15. Currently employed individuals of the Contractor may participate in an OJT provided they meet WIOA requirements.

**PART B**

The Agency assures full compliance with the following:

1. The Agency will recruit, select (upon request) and certify eligible trainees and refer trainees to the Contractor.
2. The Agency will reimburse training costs at the times agreed upon and for the amounts specified in the contract upon successful completion of the terms of the contract by the Contractor.
3. The Agency will provide technical assistance and monitor the trainee and trainee records at reasonable hours and with a minimum of interruption of the Contractor's work schedule.
4. The Agency will provide the Contractor with appropriate forms and materials:  
Forms and Materials list:

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5. The Agency will provide the Contractor with a copy of "Minimum Guidelines for Apprenticeship" (as applicable).
6. The following supplements (as applicable) are made a part of the Contract:
  - a. Montana apprenticeship standards and guidelines process (as applicable).

**Part C.**

Instructions: Terms and Provisions

Enter the following information on all forms, materials and supplements to this contract:

1. Contract Number - Enter contract number as assigned by the Agency.
2. Page Number - Enter the total number of pages of the contract, including supplemental page(s) which are now or will become a part of the contract.