

ON-THE-JOB TRAINING CONTRACT
Between the

Agency for Human Resources Development
AND

(Name of Work Sponsor)

CFDA NO. 17.258

CONTRACT NO: WIA -FY__-OJT-__

This Agreement is entered into by and between the **Agency for Human Resources Development**, an entity of the Government of Guam, designated Administrative Entity for programs funded under the Workforce Investment Act (WIA), hereinafter referred to as the **Agency**, with address at 414 West Soledad Avenue, GCIC Bldg., 4th Floor, Hagatna, Guam 96910, and **(Name of Employer and dba)** whose address at **(Address of Employer)**, hereinafter referred to as the **Employer**.

PART I

GENERAL PROVISIONS

1. PURPOSE

To engage in the services of the Work Sponsor to provide a participant with a compensated to increase and enhance, through On-the-Job training (OJT), the occupational experience and employability of the Workforce Investment Act (WIA) participant within the labor force. The agreement developed between the Agency for Human Resources Development and the employer to provide occupational skill training for WIA participant in exchange for reimbursement of up to fifty percent (50%) of wage rate to the Employer to compensate for their extraordinary costs in training the WIA participant on the job.

2. SCOPE OF SERVICES

The Employer agrees to hire and train the participant in accordance with the provisions of Part II of this contract.

3. CONTRACT DURATION

The term of this contract begins upon the signature of the Governor of Guam and expires pursuant to Part II, and includes a two-week grace period to allow for potential interruptions in the participant's employment or training caused by events beyond the participant's or the Employer's control, such as holidays, illness, plant downtime or strikes. The Agency will not reimburse the Employer for wages paid to the participant in excess of the total number of hours indicated in Part II.

4. COST OF AGREEMENT

Pursuant to Part II, the total cost of this contract shall not exceed (negotiated value of agreement base on compensation rate and term).

5. PAYMENTS

- A. The Agency agrees to reimburse the Employer in an amount not to exceed 50% of the gross wages the Employer pays the participant under this contract.
- B. The Employer shall maintain and make available to the Agency, its time and attendance, payroll and other records to support the amounts to be reimbursed under this contract.
- C. The Employer shall submit its OJT expenditure invoice attached with photo copies of the appropriate check stubs and acknowledged by the participant, to the Agency no later than the tenth working day following the end of the calendar month which the monthly invoice covers.
- D. Except under critical circumstances, the Agency will not reimburse the Employer for wages paid to the Participant under the contract if the Employer fails to submit its invoice within thirty (30) calendars days after the last day of the participant's employment.
- E. The Employer shall maintain accurate books of accounts, attendance and payroll records, and all other documents and records to support any and all reimbursement(s) pertaining to cost incurred under this Agreement. All records related to this Agreement are to be retained separately from records pertaining to other operations of the Employer. Such records shall be made available for inspection upon reasonable notice from the Agency or such other entity identified under WIA. Such records shall be retained for a period of five (5) years after final expenditure or resolution of any litigation, audit, or claim, whichever is later. (29 CFR 97.42)

In the event that the Employer becomes unable to retain the required WIA participant and financial records, such records shall immediately be transferred to the Agency's possession in an orderly fashion, with documents properly labeled and filed in an acceptable condition for storage. No records shall be disposed of without prior written approval of the Agency.

- F. The Agency will not reimburse the Employer for wages paid to the participant when the Participant was not actually working or undergoing counseling; for example, if the Employer paid the participant for holidays or sick leave.
- G. This contract shall not be binding until all authorized parties, including the Governor, have signed this contract. The Agency is not obligated to reimburse

the Employer for any wages paid to the participant prior to signature by all authorized parties.

6. PARTICIPANT WAGES, FRINGE BENEFITS AND WORKING CONDITIONS

- A. The Employer shall not at any time, pay the participant wages that are less than the hourly rate indicated in Part II of this contract.
- B. The Employer shall provide the participant with benefits and working conditions, including, but not limited to, health and accident insurance and coverage under collective bargaining agreements, at the same level and to the same extent as similarly situated employees.
- C. If required under Guam law, the Employer shall provide Workers' Compensation coverage for the participant. Prior to executing this contract, the Employer shall provide the Agency with documentation supporting the Employer's compliance with this requirement.
- D. If the Participant is engaged in activities not covered under the Occupational Safety and Health Act of 1970, as amended, he or she shall not be required or permitted to work, be trained, or receive services in buildings, or surroundings, or under working conditions which are unsanitary, hazardous, or dangerous to the participant's health and safety. If the participant is employed or being trained for an inherently dangerous occupation, the Employer shall assign work to the participant in accordance with reasonable safety practices.
- E. Prior to executing this contract, the Employer shall also provide the Agency with supporting documentation of its current business license, contractor's license or other similar documentation evidencing the Employer's authority to conduct business in Guam.

7. GRIEVANCE PROCEDURES

The Employer will use its own written grievance procedures to resolve non-WIA related problems arising between the Employer and the participant. The Employer shall inform the participant(s) of its grievance procedures when he/she begins employment. The procedure shall provide for, upon request by the complainant, a review of the Employer's decision by the Agency in accordance with the Agency's grievance procedures. WIA related grievances arising between the Employer and the participant(s) will be resolved in accordance with the Grievance Procedures established by the Agency or any other entity identified by WIA. (Sect. 181 (c) of WIA)

8. UNILATERAL DE-OBLIGATION OF CONTRACT FUNDS

- A. If the participant terminates his or her employment under this contract either voluntarily or involuntarily, the amount of funds obligated under this contract will be reduced to reflect the actual extent of performance. The unused funds shall revert to the Agency.

- B. For the period covered under this contract, and thirty (30) calendar days subsequent to its scheduled date of termination, sufficient funds shall remain in the contractual account to cover all possible charges that can be made against the contract.
- C. The Agency retains the right to unilaterally modify the provisions of, terminate or de-obligate funds under this contract due to the Employer's noncompliance with the terms of this contract, in whole or in part.

9. INDEMNIFICATION

The Employer agrees to save and hold harmless the Agency, WIA, GWIB, its directors, officers, agents, representatives, successors, or other government agencies, from and against any expense, liability, payments from suits or actions on account of injury, death, personal or property damages, arising from any acts or omission of the Employer, its directors, officers, agents, or employees.

The Employer shall assume all costs, expense and risk, and shall defend any legal proceedings that may be brought against the Agency, on any liability claims or demands, and shall satisfy any judgment that may be rendered against the Agency arising or resulting from any acts or omission of the Employer.

10. GENERAL ASSURANCES

- A. The Employer agrees to comply with the Workforce Investment Act program and with the rules and regulations promulgated thereunder. Copies of the WIA and the regulations are available from the Agency. These assurances include, but are not limited to, the following:
 - B. The Employer assures that, with respect to operations of WIA funded activities, no person shall be denied employment, benefits, or suffer discrimination on the grounds of race, color, religion, age, sex, sexual orientation, national origin, citizenship, disability, or political affiliation or belief. The Employer agrees to comply with the provisions of Section 188, WIA; Title VI, Civil Rights Act, 1964; Sect. 504, Rehabilitation Act, 1973; Age Discrimination Act, 1975; American with Disability Act (42 U.S.C. 12101); 28 CFR 35.130; 41 CFR Chap.60; 9 GCA, Ch.15; Title IX, 1972 Education Amendment; P.L. 92-255, Drug Abuse Act, 1972; P.L. 91-
 - C. 616, Comp. Alcohol Abuse Act, 1972; Sections 523 & 527, Public Health Service Act, 1912.
 - D. No WIA funds received under this Agreement may be used for any political activities, lobbying Federal, State, or Local officials, to promote or oppose unionization, to promote or discourage religious activities, to employ the participant to build, operate or maintain any of part of a building that is used for religious instructions or worship, or to reimburse the Employer, including its sub-contractor, if any, for the cost of contribution, on behalf of any participant, to any retirement system or plans.
 - E. No Participant may be placed or remain employed in any WIA subsidized position which is affected by any labor disputes.

- F. No Participant, including partial displacement, such as a reduction in the hours of non-overtime work, wages or employment benefits, shall displace any currently employed worker. Also, no Participant shall be employed, or job opening filled, when (1) any other individual is on layoff from the same or any substantially equivalent job, or (2) the Employer has terminated any regular employee without cause or otherwise reduced its work force with the intention of filling the vacancy so created, by hiring a participant whose wages are subsidized under WIA.
- G. The Agency shall have the right to inspect the work site and to interview, monitor and evaluate the participant's and Employer's performance as outlined in this contract.
- H. All participants employed by the Employer in any construction, alteration or repair, including painting and decorating of projects, buildings and work which is federally assisted under WIA shall be paid wages at rates not less than those prevailing in similar construction in the locality, in accordance with P.L. 26-111 (Service Contract Act) and the Davis -Bacon Act.
- I. No WIA funds may be used to propose, encourage, or induce the relocation of an establishment or part thereof that results in a loss of employment for any employee of such establishment at the original location. Also, no WIA funds shall be used for customized or skill training, on-the-job training or company specific assessment of job applicants or employees for any establishment, or part thereof, that has relocated, until 120 days after the date on which such establishment commences operations at the new location, if the relocation of such establishment or part thereof results in a loss of employment for any employee of the establishment at the original location.
- J. Awards of future OJT contracts to an Employer will be contingent upon its past performance and other evaluation factors established by the Agency. The Agency will not award future OJT contracts to the Employer if the Employer has received payments under this contract or previous OJT contracts who has exhibited a pattern of failing to provide OTJ 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 similarly situated employees.
- K. The Employer assures that this contract does not impair any existing contract for services or any existing collective agreement, unless the Employer and the labor organization have concurred in writing, with respect to any elements of the proposed activities which affect the agreement, or either party fails to respond to written notification requesting its concurrence within thirty (30) days of receiving it.
- L. The Employer ensures that the participant, upon successful completion of the training program, will be retained in unsubsidized employment and earning unsubsidized employment wages.

11. SEX OFFENDER REGISTRY

The Employer warrants that no person in its employment who has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of Guam Code Annotated, or who has been convicted of an offense with the same elements as heretofore defined in any other jurisdiction, or who is listed on the Sex Offender Registry, shall provide services on behalf of the employer while on Government of Guam property, with the exception of public highways. If any employee of the Employer is providing services on government property and is convicted subsequent to an award of a contract, then the employer warrants that it will notify the Agency of the conviction within twenty four hours of the conviction, and will immediately remove such convicted person from providing services on Government of Guam property. If the Employer is found to be in violation of any of the provisions of this paragraph, then the Agency will give notice to the Employer to take corrective action within twenty-four (24) hours of notice from the Agency. The Employer shall immediately notify the Agency when action has been taken. If the Employer fails to take corrective steps within twenty-four (24) hours of notice, then Agency, in its sole discretion, may suspend temporarily any contract for services until corrective action is taken.

12. AUTOMATIC TERMINATION DUE TO LACKOF FUNDS

This Agreement is subject to termination due to actions taken by the federal or local government. Such actions may include, but are not limited to, withdrawal of WIA funding by the United States Department of Labor. The Employer's failure to fulfill its obligations under this Agreement will be cause for immediate termination of this Agreement. The Employer understands and agrees that such failure may, at the discretion of the Agency, result in any training furnished being unauthorized, and as a result, the disallowance of compensation for such training. Either party, for justifiable reason, may, upon thirty (30) days prior notice to the other party, terminate this Agreement.

13. TERMINATION OF PARTICIPANTS:

The Employer shall not terminate the participant without first giving the participant written notice concerning his or her performance inadequacies. The participant shall be allowed a reasonable amount of time (a minimum of two weeks) to correct or improve his or her performance. The Employer shall not terminate the participant without first consulting with the Agency.

14. MODIFICATION:

If it becomes necessary to modify or amend any of the provisions to this Agreement, the parties may do so with a written modification, signed by all parties. Any such modification is not valid until approved and signed by the Governor of Guam

PART II

<p>EMPLOYER: Name: (Name of Employer)</p> <p>Location of Worksite: (Address of Employer)</p> <p>EIN : __-____</p> <p>Person(s) in Charge of Training: _____</p>	<p>ISSUING OFFICE:</p> <p>Agency for Human Resources Development Government of Guam 414 WEST SOLEDAD AVENUE 4TH FLOOR HAGATNA, GUAM 96910</p> <p>Tel#: (671) 475-7000 Fax#: (671) 475-7045</p>
<p>TYPE OF COMPANY:</p> <p><input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit</p>	<p>GDOL/AHRD Contract No.: WIA - FY__-OJT-__</p> <p>Source of Funds: _____ Type of Placement: _____</p>
<p>EMPLOYER REPRESENTATIVE AUTHORIZED TO SIGN REIMBURSEMENT INVOICES</p> <p>Signature: _____</p> <p>Name: _____ Title: _____ Telephone No.: (671) __-____ Fax No.: (671) __-____</p>	<p>ISSUING OFFICE AUTHORIZED REPRESENTATIVE</p> <p>Name: ALFREDO O. ANTOLIN, JR.</p> <p>Title: AHRD DIRECTOR</p> <p>Telephone No.: (671) 475-7044</p>

Participant's Name:		Social Security No.:			
Occupation		O*Net Code	Starting Salary	Ending Salary	
Administrative Assistant Trainee		43-6011-00	\$ ___ per hour	Open	
FUNDED WAGE RATE: 50%	NUMBER OF TRAINING MONTHS	NO. OF PARTICIPANTS	TOTAL COST \$	HOURS WORK PER WEEK	DURATION OF CONTRACT
\$ ___ per annum \$ ___ per hour	—	1	\$ __/____.---	—	_____ Commences upon the signature of the Governor of Guam and expires upon completion of hour's or weeks, whichever comes first.

UNION CONTRACT		
A. Is this occupation covered under a collective bargaining agreement?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
B. If YES, has the appropriate union representative been notified of this agreement and proposed wage rates?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
C. If YES, a letter of concurrence should accompany this agreement.		

JOB DESCRIPTION	
Job Title: Example: Administrative Assistant Trainee	% OF TIME
<p>Tasks :</p> <ul style="list-style-type: none"> - Prepare invoices, reports, memos, letters and other documents, using words processing, spreadsheets, and Quickbooks 45% - Answer phone calls and direct calls to appropriate parties or take messages 10 % - Compile & Input data , including service calls, purchase orders, and Labor hours 10% - Greet visitors and assist with work requests 5% - Perform General Office & Warehouse duties, such as ordering supplies and receiving / restocking as needed 5% - File and retrieve documents , records, and reports. 5% - Open , sort and distribute incoming correspondence, including faxes and email. 5% - Run errands 5% - Procure & Deliver material as needed 5% - Receive payments and Make Bank Deposits 5% 	
<p>Performs other duties as assigned.</p>	<p>5%</p>
<p>TOTAL PERCENTAGE</p>	<p>100%</p>

PARTICIPANT'S CERTIFICATION

I, _____, certify that I understand and will abide by the job description outlined above. As an OJT participant, I have been provided the following:

- an orientation on employer policies and grievance procedures relative to the terms and conditions of my employment;
- the name of my supervisor and the alternate assigned in case of his or her absence;
- my hours of work and the employer's time and attendance procedures;
- employer payroll and check payment policies (frequency and location of payment)
- sufficient facilities and equipment to perform the work required of me; and,
- the name of my OJT case manager and my scheduled dates of follow-ups and service strategy plan updates.

Signature: _____

Date: _____

CONTRACTOR'S SIGNATURE

I understand and will abide by the terms of my proposal submitted herewith and the terms and conditions of the WIA-OJT-___ General Provisions attached hereto and hereby incorporated by reference and made a part of this agreement. As the undersigned, I am the duly authorized representative of the Contractor and have the authority to commit the Contractor to this agreement.

Name:
Title:
Date: _____

ISSUING OFFICE'S SIGNATURE

A legitimate need for training and the expectation of continued employment for the person(s) completing training in the occupation(s) listed in this agreement has been established by the Agency. The Agency hereby accepts the Contractor's proposal, agrees to be bound by the WIA-OJT Provisions attached hereto, and subject to the approval of the Governor of Guam.

Alfredo O. Antolin, Jr.
Director
Date: _____

CERTIFIED AS TO FUNDS AVAILABLE:

Victoria H. Mafnas
Certifying Officer
Date: _____

Allotment No.:

AHRD No:

IN WITNESS THEREOF, the parties have agreed to the provisions of this Agreement on the dates indicated after their respective signatures:

APPROVED FUNDING FORM:
BUREAU OF BUDGET & MANAGEMENT
RESEARCH

APPROVED BY:
AGENCY FOR HUMAN RESOURCES
DEVELOPMENT

John A. Rios, Director

Date

Alfredo O. Antolin Jr., Director

Date

APPROVED AS TO LEGALITY & FORM

LEONARDO M. RAPADAS
Attorney General of Guam
Date: _____

APPROVED

EDDIE BAZA CALVO
Governor of Guam
Date: _____