



# CAMO2COMMERCE POLICY & PROCEDURE

**TITLE:** Standard On-the-Job Training

**POLICY #:** 582

**REVISION:** NA

**EFFECTIVE DATE:** 1-1-14

**REVISION DATE:** NA

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**APPLIES TO:** WIA NEG funded Camo 2 Commerce Program

## REVISION HISTORY

Revision	Date	Revision Description
Original	NA	This policy allows standard OJTs to be written for C2C participants. This policy applies only to the C2C NEG program & will be rescinded upon completion of the program.

## BACKGROUND:

The Workforce Investment Act of 1998 (WIA) defines On-The-Job Training (OJT) at WIA Sec.101 (31). WIA allows for the provision of OJT for an unemployed or a currently employed individual when eligibility and other criteria are met. An OJT may take place with an employer in the public, private non-profit, or private for-profit sector.

OJT is a viable training option for individuals who prefer hands-on training instead of learning in a traditional classroom setting. OJT typically is for full-time employment except when it is appropriate for the participant (for example: individuals with a disability who would benefit from part-time employment versus full-time employment). Part-time OJT can be provided when it is the participant's choice, the participant will be self-sufficient with the part-time income, and it is appropriate for the participant due to a disability or other justifiable reason.

A written OJT contract is required that provides a "structured" occupational training opportunity. The OJT Employer provides training on-the-job in exchange for a reimbursement to compensate for the extraordinary costs associated with training and the costs associated with the lower productivity of the OJT Employee while being trained. The extra costs are presumed and need not be documented. [20 CFR 663.710]

The OJT Employee obtains training while earning a wage and is assured an on-going job at the end of the OJT if he or she successfully completes the training.

## POLICY:

On-the-Job Training must be provided through a contract that provides a structured training opportunity for the OJT Employee to gain the knowledge and skills to be competent in the job for which they are hired. An OJT Employer may be reimbursed up to 50% of the OJT Employee's gross wage rate to compensate for the extraordinary costs associated with the training. The contract must

be completed and signed by all parties before the OJT Employee may begin the OJT training. [20 CFR 663.700 (a)(b)(c)]

OJT may be sequenced with other WIA program services such as work experience, classroom training or basic skills training.

The sample OJT contract, Attachment A, is to be used by WIA program operators. The WIA Program Operator must modify the sample contract so that it includes their program name and insurance requirements. Changes may be made to contract clauses to meet the WIA Program Operator's needs as long as the change does not eliminate pertinent information or change the intent of any part of the contract. In the case of changes to the "Hold Harmless" language (#26 in the OJT contract) the Pacific Mountain Workforce Development Council (PacMtn) must be included along with the WIA Program Operator.

WIA Program Operators must adhere to the "Requirements and Restrictions for OJT" listed in this policy.

It is recommended that program staff inform employers about the Work Opportunity Tax Credit (WOTC) for qualifying veterans.

## **PROCEDURE:**

### **A. REQUIREMENTS AND RESTRICTIONS FOR OJT:**

#### 1. OJT for Employed and Unemployed Participants

On-the-Job Training may be provided for enrolled participants who are either employed or unemployed. WIA Program Operators must follow PacMtn Policy # 591 - C2C Eligibility for the enrollment of participants into the C2C program.

#### 2. OJT Requirements for Employed Participants [20 CFR 663.705]

OJT contracts for employed participants may only be written when all three of the following apply:

- a. The employed participant is currently earning less than 80% of their gross wage/income (\*) at the time of dislocation [PacMtn Policy #505 Rev. 1]; and
- b. The OJT will provide training for the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, or other appropriate purposes; and
- c. The OJT position will provide an increase in wage, hours and/or benefits that will make the participant self-sufficient.

\* To calculate the wage/income at the time of dislocation for individuals whose job of dislocation is the military, use the military wages and include all allowances that are in addition to base pay such as for housing and hazard pay. The participant may document this with a self-certification or a check stub.

3. Reverse Referrals

When an employer refers one of their employees to a WIA program for On-the-Job Training, an OJT contract cannot be written until all of the program enrollment requirements are met.

4. Duration of and Rationale for OJT Training

PacMtn limits OJT to a maximum of six (6) months or 1040 hours. The length of the training should take into consideration the amount of time required for a participant to become proficient in the occupation for which training is being provided (skill requirements of the occupation, the academic and/or occupational skill level of the participant, and prior work experience). The rationale for the training duration may also take into account: a) a participant's disability including the need for accommodations; and, b) the program's available funding. [20 CFR 663.700(c)]

The justification/rationale for the OJT training, including duration must be entered into the participant's Service Plan in SKIES.

5. OJT Outside of the Pacific Mountain Workforce Development Area

OJT contracts may be written with employers in another area when a participant must relocate or commute in order to obtain employment. However, the WIA Program Operator may set limitations as to what is reasonable in setting up and monitoring an out of area OJT. If an OJT will be located in another Washington workforce development area, that WDA's administrative office should be contacted as a courtesy..

6. Occupations for Which OJT Contracts Should Not Be Written

The following should not be considered for OJT. See waiver information for exceptions.

- a. Jobs that are entry-level and require minimal training. An employer would typically be able to train an employee in the first few days or weeks on the job.
- b. Jobs where the principal source of income is tips, commissions or piecework.
- c. Jobs that are intermittent or seasonal in nature.
- d. Jobs shown as in decline on the Demand/Decline List at:

<https://fortress.wa.gov/esd/wilma/wdclists/>

7. Organized Labor Concurrence (WIA Section 181 and PacMtn Policy # 330)

Concurrence shall mean that WIA Program Operators who attempt to place a participant in an OJT training activity with a specific business or organization in an occupation covered by an existing collective bargaining agreement must receive written approval from the representing labor organization prior to placement or training. This shall be documented in the OJT contract by the union agent's signature showing their concurrence.

## 8. Waivers

WIA Program Operators may request a waiver for limitations of an OJT such as duration or type of employment. The waiver may be submitted on a standard waiver form or in a memo or letter format that is sent to the PacMtn for approval by the Director of Workforce Programs (may be sent by email).

## 9. WIA Program Operator Requirements

- a. WIA Program Operators shall provide participants with a comprehensive assessment. Assessment information shall be used as part of the justification for the OJT and length of training and may be helpful before referring a participant to an OJT interview. See PacMtn Policy # 550 – WIA Assessment.
- b. WIA Program Operators must maintain the OJT contract with original signatures in the participant file along with copies of timesheets and any additional documentation that relates to the OJT.
- c. OJT contracts must ensure that the OJT Employee is provided a structured training opportunity in which to gain the knowledge and competencies required by the OJT Employer for continued employment in the occupation he/she is being trained. [20 CFR 663.700(b)(c)]
- d. WIA Program Operators must be cautious in writing OJT contracts in the public sector where the participant is on a register. The WIA Program Operator must document why the OJT was allowed by the agency's personnel office and a rationale for training being needed. In some cases, an individual may get onto a register but only meet minimum requirements. Without the OJT, the employer would hire another individual who has skills above the minimum.
- e. OJT Employers (especially new employers) require an orientation from the WIA Program Operator to ensure that s/he understands the contract terms, the purpose of the OJT, the best method of communicating with the program, and the process of preparing and submitting timesheets, etc.
- f. Monitoring of the OJT [20 CFR 667.410]
  - i. Contact with the OJT Employer and OJT Employee is essential. Contact must be frequent enough to evaluate the OJT Employee's progress, document that the training is being provided as outlined in the contract, for compliance with provisions of the contract and to ensure that reimbursements are being made in accordance with procedures.
  - ii. The best method of contact with the OJT Employer must be pre-determined and entered on the contract. Methods of contact can include on-site visits, phone or email. On-site visits must be sufficient to assure that training is being provided as specified in the contract.
- g. WIA Program Operators must not contract with an employer who has previously exhibited a pattern of failing to provide OJT Employees with continued long-term employment. [20 CFR 663.700 (b)]

- h. No OJT can be written with a company that has relocated (for the first 120 days after commencing operations), if the relocation has resulted in any employee losing his or her job at the original location. In order to verify that an establishment, which is new or expanding, is not, in fact, relocating employment from another area, the WIA program must jointly complete a Standardized Pre-Award Review with the employer. [20CFR 667.268] This review is found in State Policy 3645 - Business Relocation: Standardized Pre-Award Review and can be accessed on the Internet at:

<http://www.wa.gov/esd/policies/title1b.htm>

#### 10. OJT Employer Eligibility/Responsibility

The OJT Employer:

- a. In accordance with 29 CFR 37.20 (a) (1), the OJT employer assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the laws listed at that reference: Section 188 of WIA; Title VI of the Civil Rights Act of 1973; Section 504 of the Rehabilitation act of 1973; the Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972. The OJT employer also assures that they will comply with 29 CFR part 37 and all other regulations implementing the laws listed. The nondiscrimination assurances at 29 CFR 37.20 (a)(1) apply to this contract.
- b. Must expect to be financially solvent to meet the OJT contract obligations through the end of the training and for the participant's 12 month follow up period. S/he should be able to hire an employee for the position without the reimbursement considered.
- c. Shall not displace any current employee, including partial displacement, including a reduction in the hours of non-overtime work, wages, or employment benefits. [20 CFR 667.270 (a)(c)]
- d. Must not allow the OJT Employee to work or train in unsanitary, hazardous or dangerous conditions.
- e. Must provide the OJT Employee with an orientation that includes, at a minimum: the OJT Employer's expectations, policies or rules; explanation of medical & other benefits; and safety information and/or training.
- f. Must be able to provide: fulltime work (minimum of 32 hours per week is allowable but only if the OJT Employee will be able to support him/herself); equipment and materials necessary for the job if provided by the employer to other employees; and sufficient supervision of the OJT Employee.

#### 11. OJT Employee Eligibility/Responsibilities

The OJT Employee must be prepared to:

- a. Arrive to work on time each day, adhere to breaks and lunch times.
- b. Call employer if unable to work due to illness, etc.
- c. Put forth their best effort each day to learn the skills required for the position.

- d. Dress appropriately for the worksite.
- e. Communicate with the OJT Employer. Let him or her know if you do not understand any instruction(s).
- f. Communicate with the WIA program operator staff to let them know how you are doing on the job, including any barriers you may experience that affect your ability to work. Ideally, contact will be weekly but not less than every two weeks when appropriate.
- g. Agree not to quit the job without first speaking with the WIA Program Operator staff to discuss the situation to see if there may be a way for you to keep your job.
- h. Return tools provided by the C2C program operator if they do not successfully complete the OJT. If the tools will be needed for another job they are pursuing, the C2C program operator may allow the participant to keep the tools in their possession for a reasonable amount of time while the participant seeks employment. In such a case, the participant must be conducting an active job search under the guidance of the C2C program operator.

#### **B. GUIDANCE ON PROVIDING OJT IN RELIGIOUS ORGANIZATIONS**

The state and DOL have interpreted TEGL 1-05 – “...Changes to Religion-Related Regulations Governing Recipients of DOL Support...” to allow OJT in religious organizations when the participant is offered *at least* one option to which the participant has no religious objection (genuine and independent private choice).

As with any OJT, the religious organization must adhere to all provisions of this policy including being able to effectively train the participant and have the ability to maintain employment of the participant upon successful completion of the OJT.

Programs must document that the participant has been offered at least one option to which he/she has no religious objection and that the participant is making a genuine and independent private choice to accept the OJT. It is recommended that a justification for the OJT is written on one page and includes:

1. Why the OJT is appropriate for the participant based upon assessment of interests and abilities.
2. List of other WIA options that the participant was offered.
3. The participant’s statement explaining why they have made the decision to accept the OJT. They should include why they think this OJT is right for them
4. Signature and dates of both the participant and WIA staff.

The one page justification is then filed with the OJT Contract and a case note is entered to acknowledge this issue and filing of the justification.

**ATTACHMENTS:**

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*Attachment A-1: Sample OJT Contract and Attachment A-2: Training Plan/Evaluation Form*

WIA Program Operators may adapt the language in the sample OJT contract to their agency's specifications. No portion may be deleted but a WIA Program Operator may substitute their agencies preferred language. For example, the hold harmless clause can be modified as long as the Pacific Mountain Workforce Development Council (PacMtn) is held harmless along with the WIA Program Operator's agency. The program operator may request an MS Word version of the Contract for making changes and inserting required information. Changes must be approved by PacMtn.

**EQUAL OPPORTUNITY:**

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PacMtn is an equal opportunity employer and provider of employment and training services. Auxiliary aids and services are available upon request to persons of disability.

**REFERENCES:**

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- WIA Sections and CFR numbers as noted
- PacMtn Policy #540 - Tools and Equipment
- PacMtn Policy #550 – Assessment
- PacMtn Policy #591 – C2C Eligibility
- State Policy #3645 - Business Relocation: Standardized Pre-Award Review

**DIRECT INQUIRIES TO:**

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Program and Performance Coordination  
1570 Irving Street SW  
Tumwater, WA 98512  
Email: [michelle@pacmtn.org](mailto:michelle@pacmtn.org)  
Phone: (360) 570-6980

**APPROVED BY**

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Cheryl B. Fambles, CEO

**CAMO2COMMERCE STANDARD ON-THE-JOB TRAINING (OJT) CONTRACT**

This OJT contract is between the (enter your WIA organization name here), herein after called the WIA Program Operator and (enter name of employer here) hereinafter called OJT Employer. Both parties agree to the contract terms as set forth below. The contract term commences on (enter start date here) and terminates on (enter end date here).

**OJT EMPLOYEE (Participant) INFORMATION**

- A. Name: \_\_\_\_\_ SKIES ID: \_\_\_\_\_
- B. On a register for this position before start date of the OJT? \_\_\_\_\_ Yes \_\_\_\_\_ No
- C. Is s/he an employed participant? \_\_Yes \_\_No \*If yes, all three must apply: 1) Was not earning a self-sufficient wage; 2) OJT is for new technologies, production or service procedures; 3) OJT will increase wages, hours and/ or benefits & make the OJT Employee self-sufficient.

**WIA PROGRAM OPERATOR - TRAINING - REIMBURSEMENT**

WIA Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Training (Job Title): \_\_\_\_\_ ONet Code: \_\_\_\_\_

Hrly Wage: \_\_\_\_\_ Reimbursement %: \_\_\_\_\_ Total Training Hrs: \_\_\_\_\_ Maximum Reimbursement: \_\_\_\_\_

**OJT EMPLOYER INFORMATION:**

Legal Business Name: \_\_\_\_\_

Owner/Officer: \_\_\_\_\_ Phone: \_\_\_\_\_

Person in charge of training: \_\_\_\_\_ Phone: \_\_\_\_\_

Alternate in charge of training: \_\_\_\_\_ Phone: \_\_\_\_\_

Training Address: \_\_\_\_\_

Reimbursement Mailing Address (if different): \_\_\_\_\_

OJT Employer's FEIN #: \_\_\_\_\_ UBI #: \_\_\_\_\_

Product or Service: \_\_\_\_\_

Number of employees: \_\_\_\_\_ # of OJT Employees working for OJT Employer: \_\_\_\_\_

Is OJT Employer new/expanding? \_\_\_\_\_ Yes \_\_\_\_\_ No Length of time in business at this address: \_\_\_\_\_

Has the company relocated the business within the last 120 days: \_\_\_\_\_ Yes \_\_\_\_\_ No

Standardized Pre-Award Review has been completed: \_\_\_\_\_ Yes: \_\_\_\_\_ No \_\_\_\_\_ N/A

Best method and frequency for contact/monitoring of progress? \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_ In Person

## OJT CONTRACT TERMS AND CONDITIONS

### TRAINING

1. The OJT Contract must be completed and signed before the OJT Employee starts the OJT Training.
2. The OJT Employer shall develop a training plan for the OJT Employee that includes competencies needed to be satisfactorily skilled in the OJT position. [20 CFR 663.700(c)] These competencies will be listed on the Training Plan/Evaluation Form (Attachment A-2). The OJT Employer will fill in "Comments" and "Evaluation Date" to document competencies gained on Attachment A-2.
3. The OJT Employer shall provide the training prescribed on Attachment A-2 and complete any evaluation and/or training progress forms that may be provided by the WIA Program Operator. The OJT Employee shall be the OJT Employer's employee, shall be on the OJT Employer's payroll, shall be entitled to the same consideration and shall be governed by the same policies as other employees. The OJT Employer shall extend to the OJT Employee all of the entitled benefits offered all employees of the OJT Employer.
4. The OJT Employer certifies that this is not a temporary job. The OJT Employee shall be continued by the OJT Employer in unsubsidized employment upon completion of the OJT period, based upon satisfactory skill attainment as documented on Attachment A-2 – Training Plan/Evaluation Form.
5. The OJT Employer will provide an orientation to the OJT Employee that covers, at a minimum, the OJT Employer's rules, expectations, safety information, payment of wages and benefits.
6. A reasonable opportunity shall be provided for the OJT Employee to attain skills and to demonstrate positive work habits prior to termination. During the term of the OJT training, the OJT Employer shall contact the WIA Program Operator prior to terminating the OJT Employee. (Except for serious infractions that require the immediate removal of the OJT Employee from the OJT Employer's place of business (intoxication, violent behavior, etc., or as per the OJT Employer's Personnel Rules).
7. If the OJT Employer requires regular employees in this position to provide their own tools, the OJT Employer will provide the WIA Program Operator with a list of the required tools and/or equipment. Any tools and/or equipment purchased with WIA funding will become the property of the OJT Employee after the OJT Employee has successfully completed the On-the-Job Training. See PacMtn Policy #540 regarding Tools and Equipment.

### FISCAL

8. The WIA Program Operator shall reimburse the OJT Employer on a ***(Enter a term such as monthly or bi-monthly)*** basis in an amount not to exceed the maximum training reimbursement. **Reimbursements shall only be made for documented wages paid to the OJT employee.** No reimbursement shall be made for work performed outside of the term of the contract, or during periods of work stoppages, fringe benefits which include paid holidays, sick leave or vacation leave. Overtime hours in excess of 40 hours per week shall be reimbursed at the regular rate of pay. The OJT Employer must pay the overtime rate in excess of the regular rate in full.
9. All reimbursement requests submitted by the OJT Employer shall be supported by business receipts, time and payroll records, and other records normally kept by the OJT Employer.
10. The OJT Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract. Wages must be paid by check or direct deposit. The OJT reimbursement time sheets must be signed in ink, by both the OJT Employer and the OJT Employee and must be submitted according to the WIA Program Operator's instructions. Inaccurate or incomplete timesheets or timesheets submitted more than thirty (30) days after the end of the training period may not be honored at the

sole discretion of the WIA Program Operator. The WIA Employer must maintain copies of the timesheet(s) along with a copy of the OJT contract at the training location or in the WIA Employee's personnel file.

11. The OJT Employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the WIA Program Operator, the Pacific Mountain Workforce Development Council or its agent, the State of Washington and/or the federal government, at any time and without prior notice to the OJT Employer. However, prior notice is typically provided.
12. The OJT Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity. The OJT Employer shall provide the WIA Program Operator, upon request, copies of insurance instruments or certifications from the bond/insurance's issuing agency. The copies of certifications shall show the bonding or insurance coverage, who is covered and the amounts.
13. The OJT Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel records for three (3) years after the end of the training period, or longer if any litigation or audit is begun or any claim is instituted which involves these records. The OJT Employer shall retain the records beyond the three (3) year period until the litigation, audit findings or claim has been resolved.

#### **OJT EMPLOYER ASSURANCES**

14. The OJT Employer shall provide worker's compensation coverage for the OJT Employee and assures that the training shall be provided in accordance with WIA Sec. 181 (a)(1)(A) and 20 CFR 667.272 for wage and labor standards.
15. If the OJT is being provided to one of the OJT Employer's current employees, the OJT Employer verifies that the OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT Employee with additional wages, hours or benefits.
16. The OJT Employer certifies that they are financially solvent on the date of this contract, and the OJT Employer's best projection is that they will remain financially able to meet contract obligations through the end of the training period, including continued employment of the OJT Employee.
17. The OJT Employer agrees to comply with all applicable local, state and/or federal laws and ordinances.
18. The OJT Employer assures to comply fully as required at 29 CFR 37.20 (a) (1) with nondiscrimination and equal opportunity provisions of WIA Section 188, including complaint processing and compliance reviews. The OJT Employer also assures that it shall not discriminate in its employment practices or delivery of services or other activities on the grounds of race, color, religion, 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 WIA Title 1 –financially assisted program or activity, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical disability. The nondiscrimination assurances at 29 CFR 37.20 (a)(1) apply to this contract.
19. The OJT Employer assures that they have not been debarred or suspended in regard to federal funding. 29 CFR Part 98
20. The OJT Employer further assures that OJT funds will not be used to assist, promote or deter union organizing. Nor will the OJT Employer allow the OJT Employee to engage in political activities during work hours. 20 CFR 663.730
21. The OJT Employer certifies that no member of the OJT Employee's immediate family is engaged in an administrative capacity for the OJT Employer, or will directly supervise the OJT Employee. For the purpose of this contract, immediate family is defined as husband and wife (including same-sex marriages), children,

parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Employee's spouse. 20 CFR 667.200(g)

22. The OJT Employer assures that wage and labor standards will be adhered to and to pay the OJT Employee at the same rates, including periodic increases, and benefits as trainees or employees who are similarly situated in similar jobs. Such rates shall be in accordance with applicable law, but in no event 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. WIA sect. 181(a)(1)(A)
23. The OJT Employer assures that the OJT Employee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees. The layoff period shall be the expiration of the period required by a recall list. If no recall list of re-employment rights exists, the layoff period shall be for one year from the last layoff or until the next operating year of the department or agency, whichever occurs later. 20 CFR 667.270

#### **ADDITIONAL TERMS**

24. No fees shall be charged to any OJT Employee or OJT Employer for referral or placement services relative to this OJT contract.
25. The OJT Employer shall participate in and be bound by determinations resulting from the C2C Program Operators's complaint and Hearing Procedure if the OJT Employee chooses to access that process. If the OJT Employee chooses to access the State established grievance procedure, where the OJT Employer's procedure applies, the OJT Employee shall have the right to request a review of the OJT Employer's grievance decision by the C2C Program Operator.
26. The C2C Program shall indemnify and hold harmless the OJT Employer from all claims, costs, damages, or expenses arising out of the negligence of the C2C program. Likewise, the OJT Employer shall indemnify and hold harmless the C2C program for all claims, costs and damages, or expenses arising out of the actions of the OJT Employer. In the case of negligence of both the OJT Employer and the C2C program, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.
27. This contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the laws of the State of Washington, both as to interpretation and performance, shall govern this contract. Any action of law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in county where the C2C Program Operator is located. This will be Thurston County for PacMtn and Pierce County for WorkForce Central.
25. The parties understand and agree that if the courts hold any part, term or provision of this contract to be illegal, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the contract had not contained the particular invalid provision. If it should appear that any provision of this contract is in conflict with any statutory provision of the State of Washington, the provision shall be deemed modified to conform to the statutory provision.
26. The parties agree that the forgiveness of the nonperformance of any provision of this contract does not constitute a waiver of the provisions of this contract.
27. The parties agree that this contract is the complete expression of its terms. Any oral representations or understanding not incorporated herein are excluded.

- 28. Either party may terminate this contract at any time by giving ten (10) day advance written, signed notice of intent to terminate to the other party.
- 29. This contract may be amended by the mutual written agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the contract.
- 30. The individual signing this contract on behalf of the OJT Employer must be the OJT Employer's authorized agent and certifies that all the information provided by the OJT Employer is correct.

**I agree to all of the conditions contained in this On-the-Job Training Contract and certify that I am authorized to sign the contract for the employer:**

**C2C PROGRAM**

**EMPLOYER**

\_\_\_\_\_  
C2C Program Staff Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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Title

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Phone Number

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Phone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Mail Address

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**ORGANIZED LABOR CONCURRENCE:**

To be completed if the OJT occupation is subject to a collective bargaining agreement. List the following:

**CONCURRENCE SIGNATURE**

1. Provide the name of Union & Local #: \_\_\_\_\_

2. Print name and title of union agent: \_\_\_\_\_

I am in concurrence with this OJT contract.

\_\_\_\_\_  
Authorized Collective Bargaining Agent Signature

\_\_\_\_\_  
Date

