NH Nondiscrimination Plan

Appendix I. Assurances
ASSURANCES

Background:


Policy:

38.25 requires the provision of written assurances. For all NH Works partners utilizing WIOA funds, each NH Work partner must include the following assurance:

“As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

(A) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I- financially assisted program or activity;

(B) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

(C) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(D) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
(E) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

As a recipient of WIOA Title I financial assistance, all funded agencies will comply with 29 CFR part 38 and all other regulations implementing the laws listed above."

The assurance is considered incorporated by operation of law in the grant, cooperative agreements, contracts, MOU’s or other arrangement whereby Federal financial assistance under Title I of WIOA is made available, whether it is explicitly incorporated in such document and whether there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient, or between recipients. The assurance also may be incorporated in such grants, cooperative agreements, contracts, or other arrangements by reference.

**Implementation:**

The above assurance needs to be added to all NH Works Partner websites, Plans, Request for Proposals, grant applications, Memorandum of Understanding, Contracts, Agreements, internal and external handbooks written notices, recruitment and orientation materials that have been developed to serve WIOA funded programs, client, and personnel.
Dear WIOA Contractor:

Within the WIOA legislation, there are specific EO Requirements. One of those requirements is that the EO assurances be included within all contracts, MOU’s, agreements, etc. pertaining to WIOA funds. Please accept this notification that this is an addition to your existing contract or MOU. Furthermore, the following assurance should replace your existing EO assurance within any contracts, agreements, MOU’s that are developed on behalf of WIOA funds.

- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I- financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs
- Comply with 29 CFR part 38 and all other regulations implementing the laws listed above.

If you have any questions, please let me know.

Thanks.

Sincerely,

Bonnie St. Jean for
Jacqueline Heuser
WIOA Director
Division of Economic Development/Office of Workforce Opportunity
Department of Business and Economic Affairs
State of New Hampshire
603-271-0337 (O) 603-419-9900 (C)

nheconomy.com // nhworks.org
NH Division of Economic Development (DED)
Department of Business and Economic Affairs (DBEA)
Office of Workforce Opportunity (OWO)

Eligible Training Provider Application

Section D: WIOA ASSURANCES AND CERTIFICATIONS

The contractor assures and certifies that they will comply with:

1. **WIOA Statute**: is incorporated herein as if fully written.

2. **WIOA Regulations**: is incorporated herein as if fully written.


   In addition, all procurement contracts and other transactions must be conducted only on a cost reimbursement basis. No provision for profit is allowed. A modified cost reimbursement process, which allows for regular estimated payments, is permitted as long as a reconciliation of expenses and cash drawn is conducted no less frequently than quarterly.

4. **WIOA State Policy** - All the terms and conditions of its contract with DED and the State of New Hampshire Unified Plan as said plan applies to the program services provided by the sub-recipient/contractor are by this reference incorporated herein as if fully written.

   Further the sub-recipient/contractor shall abide by and follow the directions of the WIOA Policy and Procedures developed by DED as issued and/or all subsequent WIOA Policy and Procedure revisions and modifications thereto.

   Hereinafter, the term "WIA/WIOA Policy" is inclusive of the contract, plan and policies and procedures previously mentioned, unless otherwise specified.

5. **Conflict** - In the event that a term or condition of this contract is incompatible with WIOA authorizing legislation, applicable Federal Regulations, and State Policy, then the terms of WIOA shall supersede that term or condition and govern the performance of the parties under that part.

6. **Amendments** - The sub-recipient/contractor further assures and certifies that if the Federal Regulations or State Policy is amended, it shall comply with same or notify DED in
writing within 15 days after promulgation of the amendments that it cannot so comply, so that DED may take such action as it deems necessary.

It is the responsibility of DED to notify the sub-recipient/contractor in writing of any proposed or promulgated amendments of the Act, Federal Regulations, or State Policy to allow the sub-recipient/contractor a reasonable time to effect compliance.

7. **Other Applicable Statutes** - The sub-recipient/contractor shall comply with the provisions of:

- 29 CFR part 38 Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act and all other regulations implementing the laws below
- Section 188 of the Workforce Innovation and Opportunity Act (WIOA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I- financially assisted program or activity
- OMB “Super Circular” Audits of States, Local Governments and Non-Profit Organizations
- Hatch Act (5 U.S.C. Subsection 1501 -1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
- Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended (P.L.91-616)
- Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. Section 794, 29 CFR Part 32), which prohibits discrimination against qualified individuals with disabilities
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. Subsection 1681-1683, and 1685 and 1686), which prohibits discrimination on the basis of sex in educational programs
- The Age Discrimination Act of 1975 as amended (42 U.S.C. Section 101-61 07), which prohibits discrimination on the basis of age
- Title VI of the Civil Rights Act of 1964 as amended (P.L. 88-352 / 29 CFR Part 31), which prohibits discrimination on the bases of race, color and national origin
- Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)as amended
- Davis-Bacon Act (40 U.S.C. Subsection 276a to 276a-7) regarding labor standards for federally assisted construction sub-agreements
- Contract Work Hours and Safety Standards Act (40 U.S.C. Subsections 327-333) regarding labor standards for federally assisted construction sub-agreements
• Occupational Safety and Health Act, including State and Federal law which are applicable to similarly employed employees of the same employer who are not participants in programs under WIA/WIOA.

• Implementation of the Priority of Service provisions of the Jobs For Veterans Act (73 fed. Reg. 78132)

8. **Political Activities** - The sub-recipient/contractor shall not provide financial assistance for any program under this Act, which involves the following political activities:

• No participant may engage in any political activities during hours for which the participant is paid with funds under the Act.

• No participant may, at any time engage in any political activities in which such participant represents himself/herself as a spokesperson of any program under this Act.

• No participant may be employed or out stationed in the Office of a member of Congress, of a state or local legislator or on any staff of a legislative committee.

• No participant may be employed or out stationed in the immediate office of any chief-elected executive official (or officials, if the office of chief executive is shared by more than one person) of the State or unit of general local government, except that:

  - Sub-recipient/contractors in rural areas may employ participants in such positions provided that documentation is presented to and approved by DED which makes clear that such positions are non-political; and

  - Where positions are technically in such office, but are actually program activities not in any way involved in political functions, documentation attesting to the non-political nature of the position is to be provided to DED for approval prior to enrollment of participants in such positions.

• Sub-recipient/contractors shall develop safeguards to ensure that participants placed in these positions are not involved in political activities.

9. **Nepotism** - No individual may be placed in a WIOA employment activity if a member of his/her immediate family is engaged in an administrative capacity for the employment agency.

To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement shall be followed.

“Administrative capacity” includes those persons who have overall administrative responsibility for a program, including: all elected and appointed officials who have any responsibility for the obtaining of and/or approval of any grant funded under the Act, as well as other officials who have influence or control over the administration of the program, such as project directors, and persons who have selection, hiring, placement or supervisory responsibilities for participants.

10. Political Patronage - The sub-recipient/contractor shall not select, promote, or reject a participant, vendor, or sub-recipient/contractor based on political affiliations or belief. The selection or advancement of employees as a reward for political services or as a form of political patronage is prohibited whether or not the political service or patronage is partisan in nature.

11. Conflicts of Interest - The sub-recipient/contractor shall be aware of, and abide by, any and all conflict of interest policies currently in place, or later established by DRED.

12. Kickbacks - No officer, employee, or agent of any sub-recipient/contractor shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential participant or any of its potential sub-sub-recipient/contractors.

13. Unionization and Anti-Unionization Activities/Work Stoppages - 
   - No funds under the Act shall be used in any way to either promote or oppose unionization.
   - No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided, unless such institutional training involves individuals employed under a collective bargaining agreement which contains a union security provision.
   - No participant may be referred to or placed into, or remain working in any position which is affected by labor disputes involving work stoppage. If such a work stoppage occurs during the grant period, participants in affected positions must: (a) be relocated to positions not affected by the dispute; (b) be suspended through administrative leave; or (c) where participants belong to the labor union involved in the work stoppage, be treated in the same manner as any other union member except such members must not remain working in the affected position. The sub-recipient/contractor shall make every effort to relocate participants, who wish to remain working, into suitable positions unaffected by the work stoppage.

14. Fees - No funds under this Act shall be used for payment of a fee charged to an individual for the placement of that individual in a training or employment program under the Act. The sub-recipient/contractor shall not charge a fee to any individual for the referral or placement of that individual in any program.

15. Consultation with Labor Organizations - Any assistance program conducted with funds made available under this Act which will provide services to a substantial number of members of a labor organization shall be established only after full consultation with such labor organizations.
16. **Displacement Funds** - provided under this Act shall only be used for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

   No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

   WIOA participants will not be enrolled in employment activities which violate existing contracts for services or collective bargaining agreements. Where an employment activity would violate a collective bargaining agreement, the affected labor organization and employer must provide written concurrence before the employer activity can be undertaken.

   No participant shall be employed or a job opening filled: (1) when any other individual is on layoff from the same or any substantially equivalent job within the same organizational unit, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under this Act.

   No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

   Regular employees or program participants alleging displacement may file a complaint.

17. **Record Retention** The sub-recipient/contractor shall retain all records pertinent to the Individual Training Agreement for a period of three years. If, prior to the expiration of the three-year retention period, any litigation or audit is begun or a claim is instituted involving the ITA covered by the records, the sub-recipient/contractor shall retain the records beyond the three-year period until the litigation, audit findings, or claim has been finally resolved;

   Upon written request of DED, records with long-term retention value (beyond the six-year period) shall be transferred to DED;

   The sub-recipient/contractor shall carry out the destruction or disposal of any or all documentation, in a manner so as to preserve the confidentiality of said material;

   Records concerning each employee and participant involved in a WIOA program. Records shall provide information required by DED and outlined in the contract.

   The sub-recipient/contractor shall observe the Federal and State regulatory policies regarding public access to records and confidentiality of personnel records.

   The sub-recipient/contractor shall fully cooperate with authorized DED and Federal representatives who visit to review program accomplishments and/or provide technical
assistance.

18. **DED Monitoring and Evaluation of Sub-recipient/contractor**
DED or its designee will periodically monitor/evaluate and review through on-site visits, and program administration and management practices supported with funds under the Act in order to ensure compliance with the Act, the Regulations and the terms of any subcontracts entered into under the contract. Examples of monitored areas are:

- Reviewing records and attendance reports to ensure controls are established for preventing unauthorized payments
- Interviewing participants
- Examining work sites and work conditions
- Reviewing EEO procedures as applicable
- DED will document its findings and make recommendations for corrective action whenever it identifies noncompliance with the Act, Regulations, or terms of the contract.
- The sub-recipient/contractor shall review all material submitted to it by DED and respond to DED with respect to the action taken or planned in response to the recommendations made.

19. **Bonding**

19. **Sub-recipient/contract shall show evidence of a bond (or self-insured status) for every officer, director, agent, or employee of the sub-recipient/contractor or its sub-sub-recipient/contractors, if any, authorized to act on behalf of the sub-recipient/contractor or its sub-sub-recipient/contractors for the purpose of receiving or depositing funds into program accounts, or issuing financial documents, checks, or other instruments of payments for program costs. The amount of the coverage shall be $100,000.00.**

20. **Participants Rights and Benefits**
Every participant, prior to entering a WIOA activity shall be informed of that individual's rights and benefits in connection with the activity including but not limited to:

- Working conditions; Nondiscrimination;
- Confidentiality of personnel participant information;
- Personnel policies applicable to the individual participant's circumstances:
  - The WIOA complaint and Hearing Procedure: and if the participant is still active in a partners' services, the sub-recipient/contractor must provide information pertinent to the complaint to DED, and attend and testify on behalf of DED at the fair hearing if so requested; and
  - The complaint procedures provided by the sub-recipient/contractor.

21. **Termination**
Nothing in this section shall restrict a sub-recipient/contractor from effecting terminations for cause, or from effecting suspensions or transfers; under such terms and conditions determined appropriate under the Policy and/or directions of DED. If a participant is being terminated involuntarily and for cause other than completion of program intent, the sub-recipient/contractor shall provide the participant with written notice of the impending termination from his/her particular program activity or from the total WIA program and a contact person for questions and further information at least two (2) weeks prior to the effective date of termination. A dated copy of the notice shall be maintained in the participant's file. The sub-recipient/contractor will cooperate in assisting DED staff in conciliation if so warranted.
22. Confidential Information: Where possible, the identity of any person who has furnished information relating to, or assisted in, an investigation of a possible violation of the Act will be held in confidence. Where the disclosure of the person's identity is essential to assure a fair determination of the issues or where necessary to effectively accomplish responsibilities under the Act, the Inspector General, the Solicitor, Regional Administrator for WIOA, the Administrative Law Judge, New Hampshire State Judiciary or DED Hearing Officer presiding over a hearing in which the matter arises, may disclose such identity upon such conditions as shall promote the continued receipt of confidential information by DED and effectuate the protection and policies of the Act. No person is entitled under the Act, the Regulations, or terms and conditions of this grant because such person has filed any complaint instituted or caused to be instituted and proceeding under or related to the Act, has testified or is to testify in any such proceedings or investigation or has provided information or assisted in an investigation.

23. Sanctions: In the event of noncompliance with the contract or these Assurances, DED may, with written notice to the sub-recipient/contractor stating the reasons therefore, immediately terminate, suspend or transfer all or part of the funding provided under this contract or take action, or direct such other action be taken by the sub-recipient/contractor, pertaining to program or financial operations as DED deems necessary. If the sub-recipient/contractor has been found to be in violation of the non-discrimination and/or equal opportunity provisions of WIOA, DED shall follow their policy, based on the administrative procedures set forth in the Act.

24. Additional Standards: DED may, in lieu but not to the exclusion of suspension or termination, or transfer, impose additional standards of performance on the sub-recipient/contractor if DED determines on the basis of monitoring, audits or evaluation, that the sub-recipient/contractor has a history of poor performance: is not financially stable; or has a management system which does not meet DED standards as set forth in this contract.

A meeting between DED and the sub-recipient/contractor will occur for discussion of DED's concerns regarding the sub-recipient/contractor's performance before DED imposes additional standards of performance upon the sub-recipient/contractor.

In imposing additional standards of performance, DED shall notify the sub-recipient/contractor of the additional standards imposed; an explanation as to why the standards are needed; and any corrective actions, which must be taken, by the sub-recipient/contractor to have the additional standards removed.

By signing below, I certify that ______________________ (name of Eligible Training Provider) currently complies with each of the listed requirements and will remain in compliance for the duration of the reapplication period.

Signature of Authorized Representative

Date
Trainee Name:
Fund Source:
Agreement Number:
Employer Name:
WIOA Job Placement Specialist:
NH Works Office:
Provider:
Modification Number:

WIOA ON-THE-JOB TRAINING AGREEMENT

https://www.nhetteams.com/WIA/OJTPacket.jsp
WIOA OJT AGREEMENT

Employer Information

<table>
<thead>
<tr>
<th>Employer LEGAL BUSINESS NAME</th>
<th>FEIN #:</th>
<th>NHES #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FORMER NAME(S) UNDER WHICH EMPLOYER CONDUCTED BUSINESS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td>JOB TITLE:</td>
<td></td>
</tr>
<tr>
<td>EMPLOYER ADDRESS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY:</td>
<td>STATE:</td>
<td>ZIP:</td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td>FAX:</td>
<td>EMAIL:</td>
</tr>
<tr>
<td>TYPE OF ORGANIZATION:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>COMPANY NAICS CODE:</td>
<td># OF CURRENT EMPLOYEES:</td>
<td>YEARS IN EXISTENCE:</td>
</tr>
</tbody>
</table>

IS THE BUSINESS BEING SOLD OR MERGING WITH ANOTHER COMPANY?

Trainee Information

<table>
<thead>
<tr>
<th>Trainee Name:</th>
<th>SSN #:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Date:</td>
<td>End Date:</td>
<td>Total Training Hours:</td>
</tr>
<tr>
<td>Pay Frequency:</td>
<td>Job Title:</td>
<td>O*NET Occupation Code:</td>
</tr>
<tr>
<td>Hourly Wage:</td>
<td>Reimbursement Rate:</td>
<td>Maximum Reimbursement:</td>
</tr>
</tbody>
</table>

Graduated Wage Rate or special conditions (if applicable):

Purpose and Makers

The purpose of this contract is to enter into an agreement for the provision of On-the-Job Training for [_, which is designed to result in marketplace employment skills. The agreement is entered into between [Employer Name], hereinafter referred to as “Employer” and Southern New Hampshire Services, Inc. hereinafter referred to as “Provider”.

A WIOA Job Placement Specialist will be assigned as the party to which concerns or problems shall be reported by the Employer. The Trainee shall report any concerns or problems to his/her WIOA Employment Counselor.

Employer Representative Initials

https://www.nheteams.com/WIA/OJTPacket.jsp

8/7/2018
General Terms and Conditions

1. **Statement of Work.** The Employer agrees to provide the training identified in the “Training Outline” through a qualified individual, and to ensure that the Trainee is provided with the necessary skills and knowledge to adequately perform the job. This agreement must be executed prior to the Trainee’s start of work. Please note that the maximum number of OJT contracts initiated with an employer shall not exceed 25% of the current workforce.

2. **Time and Wage.** All parties agree that the period of the contract shall be as stated on the previous page and wages to be as set forth therein. Unless otherwise specified, the Trainee will train for a total of 40 hours per week as noted on the special conditions section on the previous page. Wages shall be paid at the rate specified above minus deductions required by law. The Trainee shall be paid consistent with employer’s normal payroll cycle. The Employer must inform the Job Placement Specialist of any pay increases that occur during the OJT. Please note that OJT wages paid to the trainee must be at a minimum of $11.00 per hour unless approved by the WIOA Statewide Administrator.

3. **Notification of Concerns.** The Employer will inform the Job Placement Specialist immediately when any problems or disputes arise during the training period concerning the Trainee’s progress in the training program, work habits, or behavioral problems affecting the Trainee’s participation in the program. The Employer will in good faith and with the assistance of the Job Placement Specialist make all reasonable efforts to resolve such problems and disputes.

4. **Trainee Concerns.** The Trainee is responsible to follow policies and procedures of the Employer, and to report any concerns or unresolved issues to his/her WIOA Employment Counselor.

5. **Suspension of Trainee.** The Employer may, if it is necessary to prevent interference with the efficient operation of the Employer’s business, suspend the Trainee. Immediately upon such suspension, the Employer must give notification to the Job Placement Specialist stating the reasons which make such suspension necessary. As soon as practicable within the suspension time, the Employer will meet with the Job Placement Specialist and the Trainee if both parties agree, and in good faith make all reasonable efforts to resolve the problems leading to suspension. If deemed necessary by both parties, the Employment Counselor shall be included in such discussions as applicable.

6. **Termination of Trainee.** Except for cause, the Employer will not terminate the Trainee without prior notice to the Trainee and reasonable opportunity for correction or improvement of performance including substandard or unsatisfactory progress or conduct.

7. **Invoicing & Evaluations.** The Employer will submit the Invoice Form and Paystubs and/or Payroll Register with gross pay and hours worked along with the Evaluation Form to the WIOA Fiscal Office (as stated on the invoice) at least once every month during the training period.

8. **Cancellation by Employer.** The Employer may cancel this agreement for any of the following reasons:
   a. The Trainee has been terminated for cause;
   b. After suspension, when meeting with all represented parties fails to resolve problem(s) leading to the suspension; or
   c. Upon fifteen (15) calendar days written notice to the Job Placement Specialist stating the reason why further participation by the Trainee in the training program would not result in the Trainee achieving the marketable job skill that is the intended purpose of this agreement.

9. **Cancellation by Provider.** The Provider may cancel this agreement if determined that the Employer has failed to maintain a reasonable adherence to the provisions of this agreement, including all Employer assurances provided herein. The Provider may also cancel this agreement, after consultation with the Employer, if the Employer fails to provide the Trainee with instruction, opportunities, materials or services identified in the training plan for the trainee to achieve the marketable job skills that are the intended purpose of this OJT agreement. In the event of such cancellation, the training will terminate.

10. **Modifications to Contract.** This contract shall not be modified unless done so in writing and signed at minimum by the Provider. Any modification resulting in additional costs to the Employer and/or Provider shall require both signatures. Any modifications to the Training Outline shall require signatures by all parties.

11. **Claims and Liability.** The Employer and Trainee agree to indemnify and hold SNHS, their officers, agents, and employees, harmless from and all claims and/or liability for damages, costs, expenses or injury to persons or damage to property in connection with the operation of the program which may arise as the result of any act or omission on the part of any Trainee and/or Employer.

12. **Equal Opportunity.** The Employer agrees to abide by the following WIOA Equal Opportunity provisions.
a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I- financially assisted program or activity;

b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;

c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and

f. Comply with 29 CFR part 38 and all other regulations implementing the laws listed above.

_________ Employer Representative Initials
Employer Assurances

The Employer hereby certifies that the following assurances are true and agrees to be in compliance with the following:

1. The trainee will be an employee of the company, and as such provided the same workers’ compensation, health insurance, unemployment insurance, retirement benefit, etc. as all the other full time employees.
2. This contract shall not result in the full or partial displacement of employed workers.
3. WARN notices have previously been filed, where appropriate, in accordance with State law.
4. The company has not exhibited a pattern of failing to provide OJT Trainees with continued long-term employment.
5. Employer verifies WIOA funds will not be used to relocate in whole or in part.
6. Company has operated at current location for at least 120 days.
7. Funds provided under this contract will not be used to directly or indirectly assist, promote or deter union organizing.
8. That the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position.
9. That the Employer, in good faith, commits to providing long-term employment on successful completion of the OJT.
10. That the company is financially solvent on the date of this contract, and the Employer’s best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee’s retention.
11. That the Trainee wages to be paid are at least equal to
   a. The state minimum wage (Fair Labor Standards Act), and
   b. Other employees in the same occupation with similar experience.
12. That conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws).
13. That the company has not been debarred or suspended in regard to federal funding.
14. That no member of the OJT Trainee’s immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Trainee’s spouse.
15. That the OJT Trainee will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
16. The trainee is not authorized to submit or approve any invoices or documents related to payment or performance of the OJT.
17. That the OJT Trainee has not been hired into, or will remain working in, any position when any other person is on layoff from the same or 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.
18. That if the OJT is created in a promotional line, the OJT Trainee has not been hired into, or will remain working in, such a position that infringes on opportunities of current employees.
19. The OJT Trainee and regular employees of the OJT Company alleging displacement are made aware of their right to file a complaint under the applicable grievance procedures found at 20 CFR 667.600 and WIOA section 181, as well as the OJT Company’s internal complaint and/or grievance procedure.
20. That no funds under this Act shall be used for payment of a fee charged to an individual for the placement of that individual in a training or employment program under the Act.
sub-recipient/contractor shall not charge a fee to any individual for the referral or placement of that individual in any program.

________________________

Employer Representative Initials
The following parties hereby declare they have read and agree with the aforementioned terms of the agreement and execute same as authorized agents for the Employer and Provider:

<table>
<thead>
<tr>
<th>Authorized Employer Representative Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Authorized Employer Representative Name</td>
<td>Title</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job Placement Specialist Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Placement Specialist Printed Name</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trainee Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainee Printed Name</td>
<td></td>
</tr>
</tbody>
</table>

**WIOA Contact Information**

**Job Placement Specialist:**

(Print Name)

(Phone & Email)

**Workforce Development Coordinator:**

(Print Name)

(Phone & Email)

__________  Employer Representative Initials
Trainee Name:
Fund Source:
Agreement Number:
Employer Name:
NH Works Office:
Provider:
Modification Number:
DOE OJT AGREEMENT

CONTRACT NO: MOD #: DATE:

Employer Information

<table>
<thead>
<tr>
<th>EMPLOYER LEGAL BUSINESS NAME</th>
<th>FEIN #:</th>
<th>NHES #:</th>
</tr>
</thead>
</table>

| FORMER NAME (S) UNDER WHICH EMPLOYER CONDUCTED BUSINESS: |

| CONTACT PERSON: | JOB TITLE: |

<table>
<thead>
<tr>
<th>EMPLOYER ADDRESS:</th>
</tr>
</thead>
</table>

| CITY: | STATE: | ZIP: |

| TELEPHONE: | FAX: | EMAIL: |

| TYPE OF ORGANIZATION: |

| COMPANY NAICS CODE: | # OF CURRENT EMPLOYEES: | YEARS IN EXISTENCE: |

| IS THE BUSINESS BEING SOLD OR MERGING WITH ANOTHER COMPANY? |

Trainee Information

<table>
<thead>
<tr>
<th>Trainee Name:</th>
<th>SSN #:</th>
<th>Telephone:</th>
</tr>
</thead>
</table>

| Beginning Date: | End Date: | Total Training Hours: |

| Pay Frequency: | Job Title: | O*NET Occupation Code: |

| Hourly Wage: | Reimbursement Rate: | Maximum Reimbursement: |

Graduated Wage Rate or special conditions (if applicable):

Purpose and Makers

The purpose of this contract is to enter into an agreement for the provision of On-the-Job Training for __________ which is designed to result in marketplace employment skills. The agreement is entered into between ___, hereinafter referred to as "Employer" and My Turn hereinafter referred to as "Provider".

A WIOA Youth Specialist will be assigned as the party to which concerns or problems shall be reported by the Employer. The Trainee shall report any concerns or problems to his/her WIOA Youth Specialist.

_________ Employer Representative Initials

https://www.nheteams.com/DOE/OJTPacket.jsp 8/7/2018
General Terms and Conditions

1. **Statement of Work.** The Employer agrees to provide the training identified in the "Training Outline" through a qualified individual, and to ensure that the Trainee is provided with the necessary skills and knowledge to adequately perform the job. This agreement must be executed prior to the Trainee's start of work. Please note that the maximum number of OJT contracts initiated with an employer shall not exceed 25% of the current workforce.

2. **Time and Wage.** All parties agree that the period of the contract shall be as stated on the previous page and wages to be as set forth therein. Unless otherwise specified, the Trainee will train for a total of 40 hours per week as noted on the special conditions section on the previous page. Wages shall be paid at the rate specified above minus deductions required by law. The Trainee shall be paid consistent with employer's normal payroll cycle. The Employer must inform the WIOA Youth Specialist of any pay increases that occur during the OJT. Please note that OJT wages paid to the trainee must be at a minimum of $10.00 per hour unless approved by the WIOA Youth Administrator.

3. **Notification of Concerns.** The Employer will inform the WIOA Youth Specialist immediately when any problems or disputes arise during the training period concerning the Trainee's progress in the training program, work habits, or behavioral problems affecting the Trainee's participation in the program. The Employer will in good faith and with the assistance of the WIOA Youth Specialist make all reasonable efforts to resolve such problems and disputes.

4. **Trainee Concerns.** The Trainee is responsible to follow policies and procedures of the Employer, and to report any concerns or unresolved issues to his/her WIOA Youth Specialist.

5. **Suspension of Trainee.** The Employer may, if it is necessary to prevent interference with the efficient operation of the Employer's business, suspend the Trainee. Immediately upon such suspension, the Employer must give notification to the WIOA Youth Specialist stating the reasons which make such suspension necessary. As soon as practicable within the suspension time, the Employer will meet with the WIOA Youth Specialist and the Trainee if both parties agree, and in good faith make all reasonable efforts to resolve the problems leading to suspension. If deemed necessary by both parties and the WIOA Youth Specialist.

6. **Termination of Trainee.** Except for cause, the Employer will not terminate the Trainee without prior notice to the Trainee and WIOA Youth Specialist and without reasonable opportunity for correction or improvement of performance including substandard or unsatisfactory progress or conduct.

7. **Invoicing & Evaluations.** The Employer will submit the Invoice Form and Paystubs and/or Payroll Register with gross pay and hours worked along with the Evaluation Form to the Fiscal Office (as stated on the invoice) at least once every month during the training period.

8. **Cancellation by Employer.** The Employer may cancel this agreement for any of the following reasons:
   a. The Trainee has been terminated for cause;
   b. After suspension, when meeting with all represented parties fails to resolve problem(s) leading to the suspension; or
   c. Upon fifteen (15) calendar days written notice to the WIOA Youth Specialist stating the reason why further participation by the Trainee in the training program would not result in the Trainee achieving the marketable job skill that is the intended purpose of this agreement.

9. **Cancellation by Provider.** The Provider may cancel this agreement if determined that the Employer has failed to maintain a reasonable adherence to the provisions of this agreement, including all Employer assurances provided herein. The Provider may also cancel this agreement, after consultation with the Employer, if the Employer fails to provide the Trainee with instruction, opportunities, materials or services identified in the training plan for the trainee to achieve the marketable job skills that are the intended purpose of this OJT agreement. In the event of such cancellation, the training will terminate.

10. **Modifications to Contract.** This contract shall not be modified unless done so in writing and signed at minimum by the Provider. Any modification resulting in additional costs to the Employer and/or Provider shall require both signatures. Any modifications to the Training Outline shall require signatures by all parties.

11. **Claims and Liability.** The Employer and Trainee agree to indemnify and hold the Provider, their officers, agents, and employees, harmless from and all claims and/or liability for damages, costs, expenses or injury to persons or damage to property in connection with the operation of the program which may arise as the result of any act or omission on the part of any Trainee and/or Employer.

12. **Equal Opportunity.** The Employer agrees to abide by the following WIOA Equal Opportunity provisions:
a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I- financially assisted program or activity;
b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
f. Comply with 29 CFR part 38 and all other regulations implementing the laws listed above.

__________ Employer Representative Initials
Employer Assurances

The Employer hereby certifies that the following assurances are true and agrees to be in compliance with the following:

1. The trainee will be an employee of the company, and as such provided the same workers' compensation, health insurance, unemployment insurance, retirement benefit, etc. as all the other full time employees.
2. This contract shall not result in the full or partial displacement of employed workers.
3. WARN notices have previously been filed, where appropriate, in accordance with State law.
4. The company has not exhibited a pattern of failing to provide OJT Trainees with continued long-term employment.
5. Employer verifies WIOA funds will not be used to relocate in whole or in part.
6. Company has operated at current location for at least 120 days.
7. Funds provided under this contract will not be used to directly or indirectly assist, promote or deter union organizing.
8. That the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position.
9. That the Employer, in good faith, commits to providing long-term employment on successful completion of the OJT.
10. That the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention.
11. That the Trainee wages to be paid are at least equal to
   a. The state minimum wage (Fair Labor Standards Act); and
   b. Other employees in the same occupation with similar experience.
12. That conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws).
13. That the company has not been debarred or suspended in regard to federal funding.
14. That no member of the OJT Trainee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing a relationship to the OJT Trainee's spouse.
15. That the OJT Trainee will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
16. That the OJT Trainee has not been hired into, or will remain working in, any position when any other person is on layoff from the same or 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.
17. That if the OJT is created in a promotional line, the OJT Trainee has not been hired into, or will remain working in, such a position that infringes on opportunities of current employees.
18. That no funds under this Act shall be used for payment of a fee charged to an individual for the placement of that individual in a training or employment program under the Act. The sub-recipient/contractor shall not charge a fee to any individual for the referral or placement of that individual in any program.

Employer Representative Initials
The following parties hereby declare they have read and agree with the aforementioned terms of the agreement and execute same as authorized agents for the Employer and Provider:

<table>
<thead>
<tr>
<th>Authorized Employer Representative Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Authorized Employer Representative Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Title</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>WIOA Youth Specialist Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIOA Youth Specialist Printed Name</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trainee Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainee Printed Name</td>
<td></td>
</tr>
</tbody>
</table>

**WIOA Contact Information**

**WIOA Youth Specialist:**

(Print Name)

(Phone & Email)

**Agency Administrator:**

(Print Name)

(Phone & Email)

_________ Employer Representative Initials
**OJT TRAINING OUTLINE**

Trainee:  
Address:  
Telephone:  
Title:  
Occupation:  

Provider:  
Agreement Number:  

**Job Description:**

Skills or tasks to learn as developed with Employer. Each individual skill will be assigned training hours. As a general rule, no training task can exceed 100 hours.

| Estimated Training Hours for Each Skill |  
|----------------------------------------|---|
| **TOTAL** | **0.00** |
Trainee Name:
Fund Source:
Agreement Number:
Training Site Business Name:
Office:
Provider:
Modification Number:
Subsidized:

WORK EXPERIENCE TRAINING AGREEMENT
# WORK EXPERIENCE TRAINING AGREEMENT

## CONTRACT NO: MOD #: DATE:

### Training Site Information

<table>
<thead>
<tr>
<th>TRAINING SITE LEGAL BUSINESS NAME:</th>
<th>FEIN #:</th>
<th>NHES #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>FORMER NAME ($) UNDER WHICH TRAINING SITE BUSINESS CONDUCTED BUSINESS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CONTACT PERSON:</td>
<td>JOB TITLE:</td>
<td></td>
</tr>
<tr>
<td>TRAINING SITE BUSINESS ADDRESS:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY:</td>
<td>STATE:</td>
<td>ZIP:</td>
</tr>
<tr>
<td>TELEPHONE:</td>
<td>FAX:</td>
<td>EMAIL:</td>
</tr>
</tbody>
</table>

### TYPE OF ORGANIZATION:

<table>
<thead>
<tr>
<th>COMPANY NAICS CODE:</th>
<th># OF CURRENT EMPLOYEES:</th>
<th>YEARS IN EXISTENCE:</th>
</tr>
</thead>
</table>

IS THE BUSINESS BEING SOLD OR MERGING WITH ANOTHER COMPANY?

### Trainee Information

<table>
<thead>
<tr>
<th>Trainee Name:</th>
<th>SSN #:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Date:</td>
<td>End Date:</td>
<td>Total Training Hours:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pay Frequency:</th>
<th>Job Title:</th>
<th>O*NET Occupation Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Wage:</td>
<td>Reimbursement Rate:</td>
<td>Maximum Reimbursement:</td>
</tr>
</tbody>
</table>

Work Experience Job Site Address (if different than above):

### Purpose and Makers

The purpose of this Work Experience Training Agreement is for the provision of work experience for ______________ which is designed to assist in the development of marketplace employment skills. The agreement is entered into between ______________, hereinafter referred to as "Training Site" and My Turn (Youth Contractor) hereinafter referred to as "Provider".

A WIOA Youth Specialist will be assigned as the party to which concerns or problems shall be reported by the Training Site. The Trainee shall report any concerns or problems to his/her WIOA Youth Specialist.

_________________ Training Site Representative Initials
General Terms and Conditions

1. **Statement of Work.** The Training Site Business agrees to provide the training identified in the "Training Outline" through a qualified individual, and to ensure that the Trainee is provided with the necessary skills and knowledge to adequately perform the job. This agreement must be executed prior to the Trainee's start of work. Please note that the maximum number of Work Experience Agreements initiated with a Training Site Business shall not exceed 25% of the current workforce.

2. **Time.** All parties agree that the period of the contract shall be as stated on the previous page.

3. **Notification of Concerns.** The Training Site Business will inform the WIOA Youth Specialist immediately when any problems or disputes arise during the training period concerning the Trainee's progress in the training program, work habits, or behavioral problems affecting the Trainee's participation in the program. The Training Site Business will in good faith and with the assistance of the WIOA Youth Specialist make all reasonable efforts to resolve such problems and disputes.

4. **Trainee Concerns.** The Trainee is responsible to follow policies and procedures of the Training Site Business and to report any concerns or unresolved issues to his/her WIOA Youth Specialist.

5. **Suspension of Trainee.** The Training Site Business may, if it is necessary to prevent interference with the efficient operation of the business, suspend the Trainee. Immediately upon such suspension, the business must give notification to the WIOA Youth Specialist stating the reasons which make such suspension necessary. As soon as practicable within the suspension time, the Business Representative will meet with the WIOA Youth Specialist and the Trainee if both parties agree, and in good faith make all reasonable efforts to resolve the problems leading to suspension.

6. **Termination of Trainee.** Except for cause, the Training Site Business will not terminate the Trainee without prior notice to the Trainee and WIOA Youth Specialist and without reasonable opportunity for correction or improvement of performance including substandard or unsatisfactory progress or conduct.

7. **Cancellation by Business.** The Training Site Business may cancel this agreement for any of the following reasons:
   a. The Trainee has been terminated for cause;
   b. After suspension, when meeting with all represented parties fails to resolve problem (s) leading to the suspension; or
   c. Upon fifteen (15) calendar days written notice to the WIOA Youth Specialist stating why further participation by the Trainee in the training program would not result in the Trainee achieving the marketable job skill that is the intended purpose of this agreement.

8. **Cancellation by Provider.** The Provider may cancel this agreement if determined that the Training Site Business has failed to maintain a reasonable adherence to the provisions of this agreement, including all assurances provided herein. The Provider may also cancel this agreement, after consultation with the Training Site Business, if the business fails to provide the Trainee with instruction, opportunities, materials or services identified in the training plan for the trainee to achieve the marketable job skills that are the intended purpose of this Unpaid Work Experience Agreement. In the event of such cancellation, the training will terminate.

9. **Modifications to Contract.** This contract shall not be modified unless done so in writing and signed at minimum by the Provider. Any modifications to the Training Outline shall require signatures by all parties.

10. **Claims and Liability.** The Provider is responsible for all claims and/or liability for damages, costs, expenses or injury to persons or damage to property in connection with the operation of this training agreement.

11. **Equal Opportunity.** The Employer agrees to abide by the following WIOA Equal Opportunity provisions:
   a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
   b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
   c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;

e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and

f. Comply with 29 CFR part 38 and all other regulations implementing the laws listed above.

12. Wages. The Provider will pay the individual minimum wage ($7.25) per hour for up to 40 hours a week.

13. Timesheets. All timesheets need to be signed by the trainee, worksite supervisor and WIOA youth specialist. Timesheet must be submitted on time for proper processing. Dates for submission will be established by the WIOA contractor.

__________ Training Site Representative Initials
Training Site Business Assurances

The Training Site Business hereby certifies that the following assurances are true and agrees to be in compliance with the following:

1. The Training Site Business will be in compliance with the NH Department of Labor safety requirements and be an approved School-to-Work Training Site.
2. This contract shall not result in the full or partial displacement of employed workers.
3. WARN notices have previously been filed, where appropriate, in accordance with State law.
4. Company has operated at current location for at least 120 days.
5. That the Work Experience Agreement will not impair existing agreements for services of collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an Work Experience, or it has no collective bargaining agreement with a labor organization that covers the Work Experience Training position.
6. That the Training Site Business has not been debarred or suspended in regard to federal funding.
7. That no member of the Work Experience Trainee’s immediate family is engaged in an administrative capacity for the Training Site Business, or will directly supervise the Work Experience Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing a relationship to the Trainee’s spouse.
8. That the Work Experience Trainee will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
9. That no funds shall be used for payment of a fee charged to an individual for the placement of that individual in a training or employment program. The WIOA Youth Contractor shall not charge a fee to any individual for the referral or placement of that individual in any program.

__________________________
Training Site Representative Initials
The following parties hereby declare they have read and agree with the aforementioned terms of the agreement and execute same as authorized agents for the Training Site Business and and WIOA Youth Contractor:

<table>
<thead>
<tr>
<th>Authorized Training Site Representative Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Authorized Training Site Representative Name</td>
<td>Title</td>
</tr>
<tr>
<td>WIOA Youth Specialist Signature</td>
<td>Date</td>
</tr>
<tr>
<td>WIOA Youth Specialist Printed Name</td>
<td></td>
</tr>
<tr>
<td>Trainee Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Trainee Printed Name</td>
<td></td>
</tr>
</tbody>
</table>

WIOA Contact Information

WIOA Youth Specialist:  
(Print Name)  
(Phone & Email)

Agency Administrator:  
(Print Name)  
(Phone & Email)

__________  Training Site Representative Initials
UNPAID WORK EXPERIENCE TRAINING OUTLINE

Trainee:  
Address:  
Telephone:  
Title:  
Occupation:  

Provider:  
Agreement Number:  

<table>
<thead>
<tr>
<th>Job Description:</th>
<th>Estimated Training Hours for Each Skill</th>
</tr>
</thead>
</table>

Skills or tasks to learn as developed with Employer. Each individual skill will be assigned training hours. As a general rule, no training task can exceed 100 hours.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

https://www.nheteam.../WorkExperiencePacket.jsp  8/7/2018
Community service: 80.0%

(14) Administrative Costs: describe any request for an increase in administrative costs consistent with section 502(c)(3) of the Older Americans Act.

The allowable 13.5% is used to cover administrative costs at the State and local Service Provider levels. The state did not request an additional increase in administrative costs.

VIII. COMBINED STATE PLAN ASSURANCES AND ATTACHMENTS

COMMON ASSURANCE FOR ALL CORE PROGRAMS

• Equal Opportunity

Section 188 of the Workforce Innovation and Opportunity Act (WIOA), prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I- financially assisted program or activity;

- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs
- Comply with 29 CFR part 38 and all other regulations implementing the laws listed above.

<table>
<thead>
<tr>
<th>Assurance</th>
<th>Documentation and Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. ✗</strong> The State has established a policy identifying circumstances that may present a conflict of interest for a State Board or local board member, or the entity or class of officials that the member represents, and procedures to resolve such conflicts;</td>
<td>Copy of policy may be found at <a href="http://nhworks.org">nhworks.org</a></td>
</tr>
</tbody>
</table>