

**The SkillSource Group, Inc.**

**Agreement with Employers for On-The-Job Training Engagements**

**THIS Agreement** entered this \_\_\_\_\_ day of \_\_\_\_\_, 2004 , by and between the **The SkillSource Group, Inc.**, (hereinafter called "**SSG**") on behalf of the Northern Virginia Workforce Investment Board (hereinafter called NVWIB) AND \_\_\_\_\_ (hereinafter called "**Employer**") on behalf of \_\_\_\_\_ (**NVWIB Jobseeker**).

**THE PARTIES TO THIS CONTRACT ARE MUTUALLY AGREED THAT:**

1. \_\_\_\_\_ (**Employer**) will provide job training to a paid participant in the On the Job Training Program. The participant will earn these wages by being engaged in productive work in a job that provides knowledge and skills essential for adequate performance of the job. The **SSG** will subsidize the participant's wages by reimbursing the \_\_\_\_\_ (**Employer**) up to \_\_\_\_\_% of the wages. When participants are identified by the **NVWIB**, they will discuss the openings the \_\_\_\_\_ (**OJT Employer**) has, and match participants with these openings. The job placement and the hourly wage rate and benefits will then be mutually agreed upon by both parties.
2. **PERIOD OF CONTRACT:** The period of this contract shall be from date of signature, and expire three (3) months from date of signature.
3. **AVAILABILITY OF FUNDS:** It should be noted that contracts are dependent on Federal funding appropriations for the On The Job Training program.
4. **MONITORING: SSG and NVWIB** has the right to monitor the performance of both \_\_\_\_\_ (**Employer**) and the participant to ensure that the policies and procedures for the On the Training Program are followed.
5. **COMPENSATION: SSG** agrees to reimburse \_\_\_\_\_ (**Employer**) up to \_\_\_\_\_% of the wage rate under this contract. **SSG** agrees to pay monthly as the \_\_\_\_\_ **Employer** bills for reimbursement of costs. As the participant is not an **SSG** or **NVWIB** employee, the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the \_\_\_\_\_ (**Employer**).
5. **REPORTS AND PAYMENT:** The **SSG** will reimburse \_\_\_\_\_ (**Employer**) monthly for the previous month's wages, upon receipt of a properly completed timesheet and invoice from the \_\_\_\_\_ (**Employer**) specifying the actual number of hours the participant worked the previous month. \_\_\_\_\_ (**Employer**) shall also submit a report that lists all participants in the program and the tasks they completed in the prior month. Payment will be made by check from **Fairfax County (on behalf of SSG and NVWIB)** directly to \_\_\_\_\_ (**Employer**).

Invoices should be mailed to the designated NVWIB staff contact at each respective Northern Virginia SkillSource Center from which this Agreement originated.

7. **TERMINATION OF CONTRACT:** This **CONTRACT** may be terminated by either party, with or without cause at any time prior to the expiration date specified in paragraph 2 of this **CONTRACT**, by giving 30 day's notice in writing to the other parties.
8. **INDEMNITY:** \_\_\_\_\_ (**Employer**) shall indemnify, keep and save harmless the **SSG** and the **NVWIB**, its agents, officials, employees and volunteers against claims of injuries, death,

damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the SSG and the **NVWIB** in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the \_\_\_\_\_(**Employer**) or his or her employees, or that of the subcontractor or his or her employees, if any; and the \_\_\_\_\_(**Employer**) shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the SSG or the **NVWIB** in any such action, the \_\_\_\_\_(**Employer**) shall, at his or her own expense, satisfy and discharge the same. \_\_\_\_\_(**Employer**) expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the \_\_\_\_\_(**Employer**), shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SSG and the **NVWIB** as herein provided.

9. This contract and all terms and conditions herein set forth are subject to the law of Virginia and other local laws, policies, resolutions, and regulations, as applicable.

**ACCEPTED BY:**

\_\_\_\_\_  
Employer Representative Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
David A. Hunn, Executive Director  
The SkillSource Group, Inc.

\_\_\_\_\_  
Date