

Contract Number _____
 Workers Compensation Policy Number _____
 Contract Begins _____
 Contract Ends _____

_____ 477
 _____ TET - NDWG
 _____ TERO
 _____ TRIBAL
 _____ DEI
 _____ NHE - NDWG
 _____ COVID-19 Rebuild
 _____ Employment Recovery

**AWARD CONTRACT
 Cherokee Nation Career Services
 NEGOTIATED ON-THE-JOB TRAINING AGREEMENT**

GRANTEE

CONTRACTOR

Cherokee Nation Career Services
 PO Box 948
 Tahlequah, OK 74465-0948
 Phone: (918) 456-0671 Ext. 2462

This contract is entered into between the Cherokee Nation Career Services Department, hereinafter called the Grantee represented by the Contracting Officer executing this contract, on behalf of the Cherokee Nation and as an agent of the Prime Sponsor, and _____, hereinafter called the Contractor.

The parties hereto agree that the Contractor may select and employ Trainees and provide all the on-the-job training requirements in accordance with this agreement dated _____ which is attached and made a part hereof. In consideration for the training to be provided by the Contractor, the Grantee agrees to pay the Contractor an amount not to exceed that which is shown on each participant's training schedule. Such amount to be paid pursuant to the terms and conditions set forth in this contract and the general provisions which are a part of this contract.

Individuals eligible hereunder for the On-the-Job Training Program must be certified as eligible by the Cherokee Nation Career Services Department. The Contractor may not sub-contract on-the-job training provided for under this contract. 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).

 NAME OF CONTRACTOR

 NAME OF CNCS STAFF

 BY (SIGNATURE)

 DATE

 BY (SIGNATURE)

 DATE

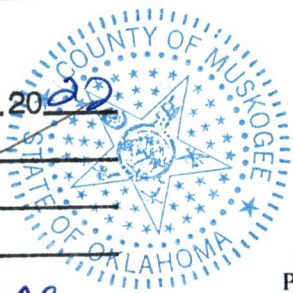
 PRINTED NAME

 PRINTED NAME

 TITLE OF CONTRACTOR

 TITLE OF AUTHORIZED OFFICIAL

24th day of *April* 20*22*
 Chairman *[Signature]*
 Member _____
 Member *[Signature]*
 Attest *[Signature]*
 County Clerk



This contract was approved by:

 AUTHORIZED OFFICIAL SIGNATURE

 DATE

Contract Number _____

_____ 477

Workers Compensation Policy Number 03413340

_____ TET - NDWG

Contract Begins _____

_____ TERO

Contract Ends _____

_____ TRIBAL

_____ DEI

_____ NHE - NDWG

_____ COVID-19 Rebuild

_____ Employment Recovery

AWARD CONTRACT
Cherokee Nation Career Services
NEGOTIATED ON-THE-JOB TRAINING AGREEMENT

GRANTEE

CONTRACTOR

Cherokee Nation Career Services
PO Box 948
Tahlequah, OK 74465-0948
Phone: (918) 456-0671 Ext. 2462

MUSKOGEE COUNTY SHERIFF'S OFFICE
220 STATE ST
MUSKOGEE, OK 74401
918-687-0202

This contract is entered into between the Cherokee Nation Career Services Department, hereinafter called the Grantee represented by the Contracting Officer executing this contract, on behalf of the Cherokee Nation and as an agent of the Prime Sponsor, and MUSKOGEE COUNTY S.O., hereinafter called the Contractor.

The parties hereto agree that the Contractor may select and employ Trainees and provide all the on-the-job training requirements in accordance with this agreement dated 4/1/22 which is attached and made a part hereof. In consideration for the training to be provided by the Contractor, the Grantee agrees to pay the Contractor an amount not to exceed that which is shown on each participant's training schedule. Such amount to be paid pursuant to the terms and conditions set forth in this contract and the general provisions which are a part of this contract.

Individuals eligible hereunder for the On-the-Job Training Program must be certified as eligible by the Cherokee Nation Career Services Department. The Contractor may not sub-contract on-the-job training provided for under this contract. 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).

MUSKOGEE COUNTY SHERIFF'S OFFICE

NAME OF CONTRACTOR

NAME OF CNCS STAFF

BY (SIGNATURE)

DATE

BY (SIGNATURE)

DATE

PRINTED NAME

PRINTED NAME

TITLE OF CONTRACTOR

TITLE OF AUTHORIZED OFFICIAL

This contract was approved by:

AUTHORIZED OFFICIAL SIGNATURE

DATE

PART I TRAINEE REQUIREMENTS

1. **Purpose** The purpose of this contract is to encourage the Contractor to train individuals in occupational skills that will lead to unsubsidized employment by supplementing part of on-the-job training compensation that the Contractor pays each trainee.
2. **Type of Vocations** (a) The various types of vocations under which on-the-job training shall be made to prospective trainees, eligible to participate in the program, is described by the title listed in (b) below.
(b) The specific requirements for which on-the-job training shall be provided is given in detail as follows:

SEE ATTACHMENT

3. **Standards of Training** (a) The training to be provided shall be the same type of training given to all persons taking the training and shall be the same type, standard and quality recognized as leading to employment in those fields. (b) The training, in addition to the actual procedures and techniques required for the particular vocation, shall also provide orientation to the vocation, work discipline, proper and safe use of required equipment, tools or instruments, safety conscientiousness, importance of first class work, punctual work habits and adherence to the standards of the vocation.
4. **Training Hours and Supervisor** (a) The Grantee will honor any reasonable number of training hours submitted by the Contractor, however; only straight contracted rate will be honored on any overtime hours submitted. Holiday pay granted to an on-the-job trainee may not be submitted for reimbursement unless the trainee was training on the holiday. (b) Supervision of on-the-job trainees shall be provided under direction of a qualified person or persons.
5. **Employment Procedures** The Grantee Contracting Officer will refer prospective Trainees, who meet the eligibility requirements for the on-the-job training, to the Contractor for an interview. The Contractor may then select and employ those applicants who meet the requirements.
6. **Period of Training** The period of training provided to individuals under this contract, and for whom the Contractor receives a part of their costs, shall not exceed the negotiated number of hours as stipulated on the Participant Training Schedule.
7. **Safety Practices** The Contractor shall observe all safety practices normally associated with the vocations in which on-the-job training is given under this contract and shall comply with all federal, state and local laws pertaining to the safety of the trainees. The Contractor MUST provide Workers Compensation Insurance for all on-the-job trainees.
8. **Reports** (a) The Contractor shall submit the following reports no later than the fifth (5th) day of each month:

Reimbursement Voucher

Will include the name and number of hours spent in on-the-job training by each trainee with the total earned and the amount being reimbursed by this contract.

Time and Attendance Reports

Time and Attendance Reports must be submitted on each participant monthly, and these must be submitted with the reimbursement voucher signed by the supervisor AND the participant.

Evaluation Report

Participant evaluation reports shall be submitted monthly with each reimbursement voucher.

Termination/Completion Report

A Termination/Completion form must be submitted when a date is entered in the Termination/Completion column of the On-the-Job Training Reimbursement Voucher.

PART II CONTRACT PERIOD

1. **Modification of Training Schedule** The Contractor shall not exceed the number of negotiated training hours, negotiated contract rate of pay or change in job duties without a mutual agreement between the Contractor and the Contracting Officer. This shall be accomplished with a Training Schedule Modification signed by both parties, and further subject to the availability of appropriations.
2. **Modification of Contract** The Contractor and the Grantee Contracting Officer may mutually agree to modify this contract. This shall be accomplished by a MODIFICATION OF CONTRACT form signed by both parties.
3. **Contract Amount and Method of Payment** (a) In consideration of the Contractor's performance under the terms specified herein, the Contractor shall be reimbursed based on an amount mutually agreed upon and entered on the Participant Training Schedule of this contract. (b) Payment will be made monthly. The purpose of this reimbursement is to offset abnormal cost incurred because of closer supervision required, damage to equipment through lack of experience, variance in quality of production of trainee with experienced employees and waste of supplies and materials resulting from inexperience.
*No reimbursement will be paid for any training time when the participant is not covered by Contractors workers compensation insurance policy or when trainee is paid as "contract labor."
**Payment for on-the-job training shall be based on the total hours worked divided by the negotiated reimbursement rate of the wages per hour. *Reimbursement will be based on regular hourly wage. No reimbursement will be based on time-and-a-half overtime wages. *In no event shall payment exceed the amount agreed upon and listed on the Participant Training Schedule.*
4. **Referral of Prospective Trainees to Contractor** In order for the Contractor to be eligible for reimbursement of each trainee's compensation, the trainee must meet all eligibility requirements of the Cherokee Nation Employment and Training Program and must have been referred by the Contracting Officer.
5. **Minimum Hourly Compensation** The Contractor shall not pay any person undergoing training under his employment less than the minimum hourly rate to be paid by the Fair Labor Standards Act of 1938 (20 U.S.C. 201-219), unless said Contractor is exempt from paying minimum wages. Contractor must then satisfy Grantee with valid proof of exemption.
6. **Changes in Training Program** No changes in training program shall be made by the Contractor except upon approval of the Grantee Contracting Officer and by modification of the contract reflecting such change.
7. **Interruption of Training** If a trainee does not, for valid reason, complete the training during the initial contract period or any renewal period thereof, the incomplete training may be completed in a renewal modification, provided the limitation of training stated in the clause entitled "Period of Training" is not exceeded.
8. **Termination of Training** The Contractor may terminate the training of any trainee for good and valid reasons. Should such action occur, the Contractor is requested to notify the Contracting Officer immediately, but within five (5) days of termination.
9. **Access to Training Facilities** The Grantee Contracting Officer shall have access to the Contractor's facilities at any reasonable time for the purposes of observing the status progress of the training program and to discuss the training being received by the trainees.
10. **Use of Trainees for Other Purposes** It is recognized by the Contractor and the Grantee Contracting Officer that on occasion, it may become necessary for the Contractor to utilize the various trainees for purposes not related to the training being provided. On such occasions, the Contractor shall not claim compensation under this contract for the period for such non-training activity if the period exceeds more than one hour's time.
11. **Trainees Benefits** When a client is placed on On-the-Job Training with an employer, he is entitled to be treated exactly the same as other employees in the same employment situation in terms of insurance coverage, including workers compensation and other benefits. The client is also entitled to be treated the same as other employees in terms of working conditions and promotional opportunities.

(Part II Contract Period, continued)

12. **Employment Upon Completion of Training** As a part of the consideration for entering into this Contract, the Contractor stipulates that the training being offered is in recognized vocations that have an employable market for those who complete the prescribed training.

PART III GENERAL PROVISIONS

1. **Definitions** As used throughout this contract, the following term shall have the meaning set forth below:
(a) The Term Grantee Contracting Officer means the person executing this contract on behalf of the Employment and Training Team and any other Cherokee Nation employee who is properly designated Grantee Contracting Officer.
2. **Disputes** (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Grantee Contracting Officer who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Grantee Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of copy, the Contractor mails or otherwise furnishes to the Grantee Contracting Officer, a written appeal addressed to the Cherokee Nation. The decision of the Director or a duly authorized representative for the determination of such appeals shall be final and conclusive, unless adjudged by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal pending final decision of said dispute. The Contractor shall proceed diligently with the performance of the contract and in accordance with the Grantee Contracting Officers decision.
3. **Covenant Against Fees** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Cherokee Nation shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
4. **Officials Not to Benefit** No members of Congress or Cherokee Nation officials shall be allowed to share any part of this contract or to any benefits that may arise there from, but this provision shall not be construed to extend this contract if make with a corporation for its general benefit.
5. **Examination of Records** The Contractor agrees that the Grantee Contracting Officer or any of his duly authorized representatives shall, until expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract. Pertinent records shall include, but not limited to: cancelled payroll checks, unemployment insurance, No. 941 (FICA) quarterly reports and workers compensation records.
6. **Termination for Convenience of the Grantee and or Contractor** This contract may be terminated, in whole or in part by either party, when it is in the best interest of the Grantee and/or Contractor. This may be accomplished by a written notice from the appropriate party with actual termination of the contract not to exceed ten (10) days from date of written notice. To the extent that this contract is for services and is to be terminated, the Cherokee Nation shall be liable only for payment in accordance with the payment provision of this contract for service rendered prior to the effective date of termination.
7. **Additional Terms** Contractor shall hire/train _____ participants and perform and provide on-the-job training services as stipulated in this agreement in accordance with requirements of the Workforce Investment Act. This includes all regulations and subsequent amendments.
8. **Contract Cost** All Contract Cost incurred during the fiscal year will be paid with program funds appropriated for PY _____ only.

(Part II Contract Period, continued)

12. **Employment Upon Completion of Training** As a part of the consideration for entering into this Contract, the Contractor stipulates that the training being offered is in recognized vocations that have an employable market for those who complete the prescribed training.

PART III GENERAL PROVISIONS

1. **Definitions** As used throughout this contract, the following term shall have the meaning set forth below:
(a) The Term Grantee Contracting Officer means the person executing this contract on behalf of the Employment and Training Team and any other Cherokee Nation employee who is properly designated Grantee Contracting Officer.
2. **Disputes** (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Grantee Contracting Officer who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Grantee Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of copy, the Contractor mails or otherwise furnishes to the Grantee Contracting Officer, a written appeal addressed to the Cherokee Nation. The decision of the Director or a duly authorized representative for the determination of such appeals shall be final and conclusive, unless adjudged by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal pending final decision of said dispute. The Contractor shall proceed diligently with the performance of the contract and in accordance with the Grantee Contracting Officers decision.
3. **Covenant Against Fees** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the Cherokee Nation shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
4. **Officials Not to Benefit** No members of Congress or Cherokee Nation officials shall be allowed to share any part of this contract or to any benefits that may arise there from, but this provision shall not be construed to extend this contract if make with a corporation for its general benefit.
5. **Examination of Records** The Contractor agrees that the Grantee Contracting Officer or any of his duly authorized representatives shall, until expiration of three years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this contract. Pertinent records shall include, but not limited to: cancelled payroll checks, unemployment insurance, No. 941 (FICA) quarterly reports and workers compensation records.
6. **Termination for Convenience of the Grantee and or Contractor** This contract may be terminated, in whole or in part by either party, when it is in the best interest of the Grantee and/or Contractor. This may be accomplished by a written notice from the appropriate party with actual termination of the contract not to exceed ten (10) days from date of written notice. To the extent that this contract is for services and is to be terminated, the Cherokee Nation shall be liable only for payment in accordance with the payment provision of this contract for service rendered prior to the effective date of termination.
7. **Additional Terms** Contractor shall hire/train _____ participants and perform and provide on-the-job training services as stipulated in this agreement in accordance with requirements of the Workforce Investment Act. This includes all regulations and subsequent amendments.
8. **Contract Cost** All Contract Cost incurred during the fiscal year will be paid with program funds appropriated for PY _____ only.

PART II CONTRACT PERIOD

1. **Modification of Training Schedule** The Contractor shall not exceed the number of negotiated training hours, negotiated contract rate of pay or change in job duties without a mutual agreement between the Contractor and the Contracting Officer. This shall be accomplished with a Training Schedule Modification signed by both parties, and further subject to the availability of appropriations.
2. **Modification of Contract** The Contractor and the Grantee Contracting Officer may mutually agree to modify this contract. This shall be accomplished by a MODIFICATION OF CONTRACT form signed by both parties.
3. **Contract Amount and Method of Payment** (a) In consideration of the Contractor's performance under the terms specified herein, the Contractor shall be reimbursed based on an amount mutually agreed upon and entered on the Participant Training Schedule of this contract. (b) Payment will be made monthly. The purpose of this reimbursement is to offset abnormal cost incurred because of closer supervision required, damage to equipment through lack of experience, variance in quality of production of trainee with experienced employees and waste of supplies and materials resulting from inexperience.
*No reimbursement will be paid for any training time when the participant is not covered by Contractors workers compensation insurance policy or when trainee is paid as "contract labor."
**Payment for on-the-job training shall be based on the total hours worked divided by the negotiated reimbursement rate of the wages per hour. *Reimbursement will be based on regular hourly wage. No reimbursement will be based on time-and-a-half overtime wages. *In no event shall payment exceed the amount agreed upon and listed on the Participant Training Schedule.*
4. **Referral of Prospective Trainees to Contractor** In order for the Contractor to be eligible for reimbursement of each trainee's compensation, the trainee must meet all eligibility requirements of the Cherokee Nation Employment and Training Program and must have been referred by the Contracting Officer.
5. **Minimum Hourly Compensation** The Contractor shall not pay any person undergoing training under his employment less than the minimum hourly rate to be paid by the Fair Labor Standards Act of 1938 (20 U.S.C. 201-219), unless said Contractor is exempt from paying minimum wages. Contractor must then satisfy Grantee with valid proof of exemption.
6. **Changes in Training Program** No changes in training program shall be made by the Contractor except upon approval of the Grantee Contracting Officer and by modification of the contract reflecting such change.
7. **Interruption of Training** If a trainee does not, for valid reason, complete the training during the initial contract period or any renewal period thereof, the incomplete training may be completed in a renewal modification, provided the limitation of training stated in the clause entitled "Period of Training" is not exceeded.
8. **Termination of Training** The Contractor may terminate the training of any trainee for good and valid reasons. Should such action occur, the Contractor is requested to notify the Contracting Officer immediately, but within five (5) days of termination.
9. **Access to Training Facilities** The Grantee Contracting Officer shall have access to the Contractor's facilities at any reasonable time for the purposes of observing the status progress of the training program and to discuss the training being received by the trainees.
10. **Use of Trainees for Other Purposes** It is recognized by the Contractor and the Grantee Contracting Officer that on occasion, it may become necessary for the Contractor to utilize the various trainees for purposes not related to the training being provided. On such occasions, the Contractor shall not claim compensation under this contract for the period for such non-training activity if the period exceeds more than one hour's time.
11. **Trainees Benefits** When a client is placed on On-the-Job Training with an employer, he is entitled to be treated exactly the same as other employees in the same employment situation in terms of insurance coverage, including workers compensation and other benefits. The client is also entitled to be treated the same as other employees in terms of working conditions and promotional opportunities.

PART I TRAINEE REQUIREMENTS

1. **Purpose** The purpose of this contract is to encourage the Contractor to train individuals in occupational skills that will lead to unsubsidized employment by supplementing part of on-the-job training compensation that the Contractor pays each trainee.
2. **Type of Vocations** (a) The various types of vocations under which on-the-job training shall be made to prospective trainees, eligible to participate in the program, is described by the title listed in (b) below.
(b) The specific requirements for which on-the-job training shall be provided is given in detail as follows:

SEE ATTACHMENT

3. **Standards of Training** (a) The training to be provided shall be the same type of training given to all persons taking the training and shall be the same type, standard and quality recognized as leading to employment in those fields. (b) The training, in addition to the actual procedures and techniques required for the particular vocation, shall also provide orientation to the vocation, work discipline, proper and safe use of required equipment, tools or instruments, safety conscientiousness, importance of first class work, punctual work habits and adherence to the standards of the vocation.
4. **Training Hours and Supervisor** (a) The Grantee will honor any reasonable number of training hours submitted by the Contractor, however; only straight contracted rate will be honored on any overtime hours submitted. Holiday pay granted to an on-the-job trainee may not be submitted for reimbursement unless the trainee was training on the holiday. (b) Supervision of on-the-job trainees shall be provided under direction of a qualified person or persons.
5. **Employment Procedures** The Grantee Contracting Officer will refer prospective Trainees, who meet the eligibility requirements for the on-the-job training, to the Contractor for an interview. The Contractor may then select and employ those applicants who meet the requirements.
6. **Period of Training** The period of training provided to individuals under this contract, and for whom the Contractor receives a part of their costs, shall not exceed the negotiated number of hours as stipulated on the Participant Training Schedule.
7. **Safety Practices** The Contractor shall observe all safety practices normally associated with the vocations in which on-the-job training is given under this contract and shall comply with all federal, state and local laws pertaining to the safety of the trainees. The Contractor MUST provide Workers Compensation Insurance for all on-the-job trainees.
8. **Reports** (a) The Contractor shall submit the following reports no later than the fifth (5th) day of each month:

Reimbursement Voucher

Will include the name and number of hours spent in on-the-job training by each trainee with the total earned and the amount being reimbursed by this contract.

Time and Attendance Reports

Time and Attendance Reports must be submitted on each participant monthly, and these must be submitted with the reimbursement voucher signed by the supervisor AND the participant.

Evaluation Report

Participant evaluation reports shall be submitted monthly with each reimbursement voucher.

Termination/Completion Report

A Termination/Completion form must be submitted when a date is entered in the Termination/Completion column of the On-the-Job Training Reimbursement Voucher.

