

Form W-4 (2008)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete **only** lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2008 expires February 16, 2009. See Pub. 505, Tax Withholding and Estimated Tax.

Note. You cannot claim exemption from withholding if (a) your income exceeds \$900 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 adjust your withholding allowances based on itemized deductions, certain credits,

adjustments to income, or two-earner/multiple job situations. Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 501, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax

payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 919 for details.

Nonresident alien. If you are a nonresident alien, see the Instructions for Form 8233 before completing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the dollar amount you are having withheld compares to your projected total tax for 2008. See Pub. 919, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent	A _____
B	Enter "1" if: <ul style="list-style-type: none"> • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. 	B _____
C	Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)	C _____
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return	D _____
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above)	E _____
F	Enter "1" if you have at least \$1,500 of child or dependent care expenses for which you plan to claim a credit	F _____
(Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)		
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none"> • If your total income will be less than \$58,000 (\$86,000 if married), enter "2" for each eligible child. • If your total income will be between \$58,000 and \$84,000 (\$86,000 and \$119,000 if married), enter "1" for each eligible child plus "1" additional if you have 4 or more eligible children. 	G _____
H	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.) ▶	H _____
For accuracy, complete all worksheets that apply. <ul style="list-style-type: none"> • If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the Deductions and Adjustments Worksheet on page 2. • If you have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$40,000 (\$25,000 if married), see the Two-Earners/Multiple Jobs Worksheet on page 2 to avoid having too little tax withheld. • If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below. 		

Cut here and give Form W-4 to your employer. Keep the top part for your records.

Form W-4 Department of the Treasury Internal Revenue Service	<h2>Employee's Withholding Allowance Certificate</h2> <p>▶ Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.</p>	OMB No. 1545-0074 <div style="font-size: 2em; font-weight: bold; text-align: center;">2008</div>
1 Type or print your first name and middle initial. Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. <small>Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.</small>
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. <input type="checkbox"/>
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5 _____
6 Additional amount, if any, you want withheld from each paycheck		6 \$ _____
7 I claim exemption from withholding for 2008, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here ▶		
<small>Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct, and complete.</small>		
Employee's signature <small>(Form is not valid unless you sign it.) ▶</small>		Date ▶
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional) 10 Employer identification number (EIN)

Deductions and Adjustments Worksheet

Note. Use this worksheet *only* if you plan to itemize deductions, claim certain credits, or claim adjustments to income on your 2008 tax return.

- 1 Enter an estimate of your 2008 itemized deductions. These include qualifying home mortgage interest, charitable contributions, state and local taxes, medical expenses in excess of 7.5% of your income, and miscellaneous deductions. (For 2008, you may have to reduce your itemized deductions if your income is over \$159,950 (\$79,975 if married filing separately). See *Worksheet 2* in Pub. 919 for details.) . . . 1 \$ _____
- 2 Enter: $\left\{ \begin{array}{l} \$10,900 \text{ if married filing jointly or qualifying widow(er)} \\ \$ 8,000 \text{ if head of household} \\ \$ 5,450 \text{ if single or married filing separately} \end{array} \right\}$ 2 \$ _____
- 3 Subtract line 2 from line 1. If zero or less, enter "-0-" 3 \$ _____
- 4 Enter an estimate of your 2008 adjustments to income, including alimony, deductible IRA contributions, and student loan interest 4 \$ _____
- 5 Add lines 3 and 4 and enter the total. (Include any amount for credits from *Worksheet 8* in Pub. 919) 5 \$ _____
- 6 Enter an estimate of your 2008 nonwage income (such as dividends or interest) 6 \$ _____
- 7 Subtract line 6 from line 5. If zero or less, enter "-0-" 7 \$ _____
- 8 Divide the amount on line 7 by \$3,500 and enter the result here. Drop any fraction 8 _____
- 9 Enter the number from the **Personal Allowances Worksheet**, line H, page 1 9 _____
- 10 Add lines 8 and 9 and enter the total here. If you plan to use the **Two-Earners/Multiple Jobs Worksheet**, also enter this total on line 1 below. Otherwise, **stop here** and enter this total on Form W-4, line 5, page 1 10 _____

Two-Earners/Multiple Jobs Worksheet (See *Two earners or multiple jobs* on page 1.)

Note. Use this worksheet *only* if the instructions under line H on page 1 direct you here.

- 1 Enter the number from line H, page 1 (or from line 10 above if you used the **Deductions and Adjustments Worksheet**) 1 _____
- 2 Find the number in **Table 1** below that applies to the **LOWEST** paying job and enter it here. **However**, if you are married filing jointly and wages from the highest paying job are \$50,000 or less, do not enter more than "3." 2 _____
- 3 If line 1 is **more than or equal to** line 2, subtract line 2 from line 1. Enter the result here (if zero, enter "-0-") and on Form W-4, line 5, page 1. **Do not** use the rest of this worksheet 3 _____
- Note.** If line 1 is **less than** line 2, enter "-0-" on Form W-4, line 5, page 1. Complete lines 4-9 below to calculate the additional withholding amount necessary to avoid a year-end tax bill.
- 4 Enter the number from line 2 of this worksheet 4 _____
- 5 Enter the number from line 1 of this worksheet 5 _____
- 6 Subtract line 5 from line 4 6 _____
- 7 Find the amount in **Table 2** below that applies to the **HIGHEST** paying job and enter it here 7 \$ _____
- 8 Multiply line 7 by line 6 and enter the result here. This is the additional annual withholding needed 8 \$ _____
- 9 Divide line 8 by the number of pay periods remaining in 2008. For example, divide by 26 if you are paid every two weeks and you complete this form in December 2007. Enter the result here and on Form W-4, line 6, page 1. This is the additional amount to be withheld from each paycheck 9 \$ _____

Table 1

Table 2

Married Filing Jointly		All Others		Married Filing Jointly		All Others	
If wages from LOWEST paying job are—	Enter on line 2 above	If wages from LOWEST paying job are—	Enter on line 2 above	If wages from HIGHEST paying job are—	Enter on line 7 above	If wages from HIGHEST paying job are—	Enter on line 7 above
\$0 - \$4,500	0	\$0 - \$6,500	0	\$0 - \$65,000	\$530	\$0 - \$35,000	\$530
4,501 - 10,000	1	6,501 - 12,000	1	65,001 - 120,000	880	35,001 - 80,000	880
10,001 - 18,000	2	12,001 - 20,000	2	120,001 - 180,000	980	80,001 - 150,000	980
18,001 - 22,000	3	20,001 - 27,000	3	180,001 - 310,000	1,160	150,001 - 340,000	1,160
22,001 - 27,000	4	27,001 - 35,000	4	310,001 and over	1,230	340,001 and over	1,230
27,001 - 33,000	5	35,001 - 50,000	5				
33,001 - 40,000	6	50,001 - 65,000	6				
40,001 - 50,000	7	65,001 - 80,000	7				
50,001 - 55,000	8	80,001 - 95,000	8				
55,001 - 60,000	9	95,001 - 120,000	9				
60,001 - 65,000	10	120,001 and over	10				
65,001 - 75,000	11						
75,001 - 100,000	12						
100,001 - 110,000	13						
110,001 - 120,000	14						
120,001 and over	15						

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. The Internal Revenue Code requires this information under sections 3402(f)(2)(A) and 6109 and their regulations. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may also subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, and the District of Columbia for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

WIA TITLE IB INDIVIDUAL TRAINING ACCOUNT VOUCHER

Employment Specialist Name		Employment Specialist Phone	
Customer's Name		SSN	
Approved Length of Training _____ Hour _____ Weeks _____ Semesters		Circle One Adult Dislocated Worker	
Approved Training Program			
Training Begin Date		Training End Date	
Fall Semester _____	Spring Semester _____	Summer Semester _____	Other: _____

COMPLETED BY CUSTOMER

I, the undersigned, understand WIA funds are not available to repay student loans and I alone will be responsible for repaying any such loans. I understand that I am financially responsible for any amounts due for the training program not specifically authorized by this voucher. I, hereby authorize the training institution to release attendance, progress reports and grades to the administrative of the Local Workforce Investment Board. I understand that I must remain in "good standing" with the training institution in regards to attendance and grades. Failure to do so may jeopardize continued WIA Title IB funding for training. WIA Title IB will not pay for courses that I must retake do to failing grades or courses dropped after the allowed drop period.

Signature Date

COMPLETED BY TRAINING PROVIDER

Training Provider Name
Training Provider Address

FOR PAYMENT: The provider section of this voucher must be completed and the original returned to the Local Area I Administrative Office at 1922 Main Great Bend, KS 67530 before the training begin date or it will be considered void. Invoices against this voucher will be submitted, in accordance with providers' regular scheduled billing cycle to the Local Area I Administrative Office. Vouchers are completed on a semester basis.

TOTAL COST OF TRAINING PROGRAM		FUNDING SOURCES/FINANCIAL AID	
Tuition		WIA Voucher	
Fees		Pell Grant	
Books		Other, please explain _____	
Supplies		Other, please explain _____	
Other, please explain _____		Other, please explain _____	
Total			Total

By signing below the training provider agrees to the following: WIA funds are to be used for the costs itemized in this voucher **not covered** by other financial aid. The voucher will not cover classes previously failed or dropped by the customer after the allowed drop period.. The voucher also does not cover training expenses for a client who does not maintain "good standing" status due grades or attendance. In addition, the customer must be a full-time student according the institution to receive supportive service assistance through the Local Area I Workforce Investment Board. Please indicate status below. WIA Title IB funds will not be leveraged for clients who receive a Pell Grant of any amount; funds must be prioritized to assist those customers who are not eligible for a pell grant. In the event, the customer is awarded/granted additional funding sources/financial aid, training provider will inform Local Area I Administrative Office of such awards/grants and reduce the amount charged against the voucher. The total amount of this voucher is subsequently reduced by the amount of the awards/grants. In accordance with WIA section 134(d)(4)(B), if a Pell Grant is subsequently awarded to the customer for training expenses after the issuance of this voucher and payment of WIA funds for such expenses, the training provider will reimburse Local Area I for any WIA funds expended prior to receipt of the awards/grants. Payment of this voucher will not be remitted until documentation is submitted to the Local Area I Administrative Office stating that the customer will not be awarded a pell grant. Training providers also agrees to notify Local Area I immediately if the above customer drops from the program or has other attendance problems. This voucher is not valid until the Local Area I Administrative Office signature is attained below. A copy of the fully executed voucher will be returned to the training provider.

CUSTOMER STATUS (Please Circle)		
GOOD STANDING	YES	NO
FULL-TIME	YES	NO

Authorized Training Provider Signature Date

Print Name Title Phone Number

COMPLETED BY LOCAL AREA I ADMINISTRATIVE OFFICE

This Voucher certifies Local Workforce Investment Area I will pay for tuition, fees, books and supplies mandatory for the training program referenced above on behalf of the customer not to exceed the amounts itemized below. NOTE: This Voucher is not to exceed \$1,500.

Local Workforce Investment Area I
1922 Main
Great Bend, KS 67530
Phone: 620-792-7032
Fax: 620-792-5132

Tuition	_____
Fees	_____
Books	_____
Supplies	_____
Other	_____
TOTAL VOUCHER	_____

Local Workforce Investment Area I Signature/Title

Date

Local Area I Approved Client Service Levels

The amounts indicated below will be paid to you or on your behalf during your enrollment in WIA Title IB.

Training Period: _____ to _____ Fund: _____

Tuition, Fees, or Books: _____ Full-time: Part-time

Maximum Combined Supportive Service Allowance \$2,000 per Program Year (July to June).

Gas Allowance: _____ Miles traveled per day
 _____ Number of days traveled per week
 _____ Miles traveled per week
 _____ Allowance per week

- o Allowance - \$30.00 per 100 miles (Max. \$90.00)
- o Requirement - Must drive a minimum of 100 miles per week to school for regularly scheduled classes.

Childcare: _____ Allowance per week

- o Allowance - \$20.00 per child per week (Max. \$60 per week)
- o Requirement - Under 125% of Self-Sufficiency guidelines
 Childcare provider and child's documentation must be provided
 Classroom schedule must be provided
 Must attend class regularly and be enrolled as a full-time student
 Review of financial eligibility each semester

Basic Allowance: _____ Allowance per week (\$50 per week)

- o Requirement - Under 125% of Self-Sufficiency guidelines
 Childcare provider and child's documentation must be provided
 Classroom schedule must be provided
 Must attend class regularly and be enrolled as a full-time student
 Review of financial eligibility each semester

Holiday/Break Schedule:

Local Area I will continue to pay childcare and basic allowance during the scheduled holidays or school breaks as long as the break does not exceed 30 days. (Attach school schedule). Breaks for less than 7 days do not need to be documented.

Holiday/ Break	Dates	Childcare Expense Incurred During Break

If childcare expenses are not incurred during break, childcare allowances will not be paid, documentation must be provided at the beginning of each semester for the allowance to be paid.

I acknowledge that I will receive the above client services through the Local Area I WIA program as long as I continue to meet the requirements. If my status changes (Full-time/Student In Good Standing) changes I must immediately notify my Employment Specialist. If I continue to receive supportive service payments after my status changes I will be responsible for repaying those supportive service payments. I also acknowledge that the current levels may change due to funding availability in Local Area I. I confirm that I have received copies of the time sheets and supportive service schedule; I acknowledge that if I do not submit the signed time sheet on time that I will not receive supportive services for that period.

Client Name (Please Print)

Social Security Number

Client Signature

Date

Required Documents: ITA/Training Agreement Schedule Budget Childcare Documentation:
 Mileage Map Income Test Sheet

Employment Specialist Signature

Phone Number

Local Area I Workforce Investment Board
 1922 Main
 Great Bend, KS 67530
 (866) 828-8887

Child Care Provider Information

CLIENT INFORMATION

Name: _____

Child or Children Attending: _____

Class Schedule: _____

CHILD CARE PROVIDER INFORMATION

Name: _____

Company Name: (if applicable) _____

Address: _____

Phone number: _____

Schedule: (days and time) _____

Cost per child /hour: _____

Does the client have to pay to reserve their spot at the daycare whether they attend or not?
Yes No

Client's Signature: _____

Date

Child Care Provider's Signature: _____

Date



Local Area 1 Administrative Office
 1922 Main Street
 Great Bend, KS 67530-2550
 Phone: 620-792-7032 Toll-Free: 1-866-828-8887

David Moody
 LWIB Chair

Larry Sharp
 CEO Chair

**Kansas Local Area I Workforce Investment Board
 Memorandum of Understanding**

Agency Information

Agency Name	
Contact Name & Title	
Address	
City, State Zip Code	
Telephone Number	
Fax Number	
Email Address:	

Services

Service Name	Service Description	Cost

Geographic Areas of Service

Restrictions (Population, Geographic, Age and/or Income)

Signature

I, _____ (printed name), representing _____
 _____ (agency) agree to provide the services listed above to Kansas Local
 Area I Workforce Investment Board youth customers.

 Signature Title

 Date

Classroom Training Timesheet

Participant		SSN	
School Name		Period	

Course							Instructor Signature		
Week 1	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1	
Date									
Hours Present									

Week 2	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 2
Date								
Hours Present								

Course							Instructor Signature		
Week 1	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1	
Date									
Hours Present									

Week 2	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1
Date								
Hours Present								

Course							Instructor Signature		
Week 1	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1	
Date									
Hours Present									

Week 2	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1
Date								
Hours Present								

Course					Instructor Signature				
Week 1	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1	
Date									
Hours Present									
Week 2	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1	
Date									
Hours Present									

Course					Instructor Signature				
Week 1	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1	
Date									
Hours Present									
Week 2	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1	
Date									
Hours Present									

Course					Instructor Signature				
Week 1	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1	
Date									
Hours Present									
Week 2	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Total Hours Week 1	
Date									
Hours Present									

AAO Signature: _____ Voucher Date: _____

ON-THE-JOB TRAINING CONTRACT

I. CONTRACT INFORMATION

Program Title _____ Case Manager _____

Grantor Name _____

Grantor Address _____

Grantor Phone _____

Trainee Name _____

Trainee SSN _____

Training Occupation _____

Beginning Date _____ Ending Date _____

Trainee Wage Per Hour \$ _____

OJT Reimbursement Rate _____%

Total Contracted Hours _____

Total Not to Exceed \$ _____

II. EMPLOYER AND TRAINING INFORMATION

Employer Name _____

Employer Address _____

Employer Phone _____ Employer Tax ID Number _____

Training Location _____

Training Supervisor _____ Title _____

Alternate Supervisor _____ Title _____

Number of Permanent/Full-Time Employees _____ Number of Current OJT Trainees _____

Employer's Normal Work Week: _____ thru _____ from _____ AM/PM to _____ AM/PM

Payroll Information: Weekly Bi-Weekly Semi-monthly Monthly

Benefits Information: _____

Orientation/Training Normally Provided by Employer _____

Employer Type:

Corporation

Un-Inc. Association

Partnership

Labor Organization

Commission

Sole Proprietorship

Public Agency

Consortium

III. CONTRACT SIGNATURES

The employer agrees to:

1. Provide benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same work;
2. Provide the training as specified in the attached OJT Training Outline
3. Be responsible for keeping accurate time sheets and attendance of each participant under your supervision and timely transmittal of time sheets to the WIA Case Manager. Unworked hours or recreational activities are not to be reported for payment to the participant (includes vacation, personal leave and/or sick leave). Overtime is not reimbursed.
4. Retain the participant at the end of the training period provided the participant achieved satisfactory or better job performance evaluations during the training period. Successful completion is to be documented with final training evaluation;
5. Provide worker's compensation coverage and contribute to unemployment insurance for the participant;
6. Communicate to the WIA representative any issues surrounding the performance of the participant in order to allow for intervention and additional training if necessary to ensure successful completion; and
7. Comply with all applicable laws, ordinances, codes of State, Federal, and local government as well as any special provisions pertaining to the WIA regulations; to be monitored by State, Federal, and Local Area Representatives.

The employer attests that:

1. The company has not experienced any layoffs in the past twelve (12) months;
2. No current employee(s) have been displaced, experienced a reduction in hours or denied promotional opportunities as a result of entering into this On-the-Job Training contract.
3. Funds provided will not be used to directly or indirectly assist, promote or deter union organizing and is in accordance with any collective bargaining agreements that may apply.
4. The company has operated in its current location for 120 calendar days; and that the
5. Participant is not a member of the employer or its representative's immediate family.

Local Area I agrees to:

1. Reimburse the employer _____% of the participants wage for a maximum period of _____ weeks in order to compensate for the extraordinary costs associated with training the participant and the costs associated with the lower productivity of the participant. Actual hours worked will be reimbursed on a monthly basis;
2. Provide the employer and the participant with adequate orientation to the program;
3. Provide additional training if required to ensure successful completion and if within the Local Area I training policies and processes; and
4. Maintain consistent contact with both the employer and participant;

The Parties hereby agree to operate this OJT Program in accordance with all Provisions and Attachments as listed and incorporated herein.

AUTHORIZED FOR THE EMPLOYER:

AUTHORIZED FOR THE GRANTOR:

Signature Date

Signature Date

Name Title

Name Title

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:
"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof." The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20__.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the LWIB/CEO, State of Kansas, Federal Department of Labor or **Kansas Legal Services**, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, LWIB/CEO, State of Kansas, Federal Department of Labor may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided by LWIB/CEO, State of Kansas, Federal Department of Labor and under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of LWIB/CEO, State of Kansas, Federal Department of Labor current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** Neither the LWIB/CEO, State of Kansas, Federal Department of Labor nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the LWIB/CEO, State of Kansas, Federal Department of Labor; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the LWIB/CEO, State of Kansas, Federal Department of Labor.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the LWIB/CEO, State of Kansas, Federal Department of Labor shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The LWIB/CEO, State of Kansas, Federal Department of Labor shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The LWIB/CEO, State of Kansas, Federal Department of Labor shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the LWIB/CEO, State of Kansas, Federal Department of Labor and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Vendor / Contractor:

Authorized Representative:

Signature

Date

Signature

Date

Title

Title

GENERAL CONTRACT PROVISIONS

- Relocation** – No funds generated under this contract will be used in relocating establishments, or parts thereof, from one area to another unless the Secretary of Labor has determined that such relocation will not result in an increase in unemployment in the area of original location or in any other area.
- Lobbying** – The Employer assures that no funds made available under this contract will be used for lobbying activities in violation of 18 USC 1913.
- Political Activities** – Funds received under this contract shall not be used for any political activities or purposes.
- Hatch Act** – The Employer agrees to comply with the provisions of the Hatch Act, which limits the political activities of the Trainee under this contract.
- Environment** – The employer assures that it has not been convicted under the Clean Air Act (42 USC 7408) or the Federal Water Pollution Control Act (33 USC 1319(c)), and is not listed by the Environmental Protection Agency.
- Basis of Award** – The primary consideration in awarding of a contract to an Employer shall be the Employer's effectiveness in delivering training based on demonstrated performance, the likelihood of meeting performance goals, cost, quality of training, and the characteristics of the Trainee. Performance is indicated by, but not limited to: Trainee's attainment of training objectives, retention in unsubsidized employment, increases in earnings (including Hourly wages), and post-contract evaluation demonstrating long term benefits of training provided.
- Upward Mobility** – The Employer will, to the maximum extent feasible, contribute to the occupational development and upward mobility of the Trainee, the development of new careers, and overcoming sex-stereotypes in occupations traditional to the other sex.
- Demand** – Training provided under this contract shall be only for occupations for which there is a demand.
- Progress** – The Trainee's training progress shall be reviewed and formally evaluated by the Employer no less than monthly, documenting progress toward the training goal(s).
- Notice** – The Employer shall not terminate the Trainee during the term of this contract without giving prior notice to the Grantor. A reasonable opportunity will be afforded Trainee to correct and/or improve performance prior to termination.
- Re-contracting** – The Employer certifies that previous Trainees are still employed or have resigned of their own volition or have been dismissed for cause attributable to the Trainee. (Applicable when re-contracting.)
- Extraordinary Costs** – Payments to the Employer under his contract are compensation for the extraordinary costs associated with training the Trainee and compensation for the lower productivity of such Trainee.
- Kansas Wage Payment Law** – K.S.A. 44-313 et seq. shall govern payment of wages by the Employer to the Trainee.
- Fair Labor** – Employers shall receive no payments for training activities in which the Trainee fails to participate. Trainees shall be compensated by the Employer at the same rates, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, or the Davis-Bacon Act, or applicable State or local minimum wage law, or the prevailing rates of pay for individuals employed in similar occupations by the Employer.
- Compliance** – The Employer assures it is in full compliance with all applicable Federal, State and/or local licensing, insurance and taxation requirements it may be subject to.
- Appropriate** – Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the trainee.
- Health and Safety** – Health and Safety Standards established under State and Federal law, otherwise applicable to working conditions of employee, shall be equally applicable to working conditions of Trainees. The Secretary of Labor shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of Trainees engaged in activities which are not covered by health and safety standards under the Occupations Safety and Health Act of 1970. The Employer assures there are no unresolved citations pending against the Employer.
- Worker's Compensation** – To the extent that Kansas Worker's Compensation Law is applicable, worker's compensation benefits in accordance with such law shall be available with respect to injuries suffered by Trainees. To the extent that such law is not applicable, the Employer shall secure insurance coverage for injuries suffered by such Trainees, in accordance with regulations by the Secretary of the U.S. Department of Labor.
- Benefits** – All Trainees shall be provided benefits and working conditions at the same level and to the extent as other employee working in similar length of time and performing substantially the same type of work.
- Retirement** – No funds under this contract shall be used as contributions on behalf of any Trainees to retirement systems or plan.
- Displacement** – No currently employed worker shall be displaced by any Trainee (including partial displacement such as reduction in hours of non-overtime work, wages, or employee benefits).
- Collective Bargaining** – No contract shall impair existing contracts for services or collective bargaining agreement. No contract shall be undertaken when contracts for service or collective bargaining agreement exist without the written concurrence of the labor organization and the Employer. The Employer will document that unions having jurisdiction through certification or by reason they represent a substantial number (20%) of the employees employed in same or similar work have had the opportunity to comment.
- Union** – The Employer assures that no funds received under this contract will be used to assist, promote, or deter union organizing.
- Layoffs** – No contract will be written for training when any other individual is on layoff from the same or substantially equivalent job, or when the Employer has otherwise reduced its workforce with the intent of filling any vacancy so created by hiring a Trainee whose training is subsidized under the Act.
- Non-Infringement** – No job shall be created in the promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- Non-Discrimination** – The Employer will comply with Title VII of the Civil Rights Act of 1964 and amendments thereto, 42 USC 2000(d)(e). The Employer will comply with all non-discrimination requirements set out in Section 167 of the Act, 29 USC 1577, including the following provisions: No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any such program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, as provided for under the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, the Rehabilitation Act, and the Education Amendments of 1972.
- Non Sectarian** – Funds provided to Employers may not be expended for any sectarian purpose or activity, including sectarian worship or instruction. Employers are prohibited from requiring Trainees to take part in religious activities or to profess faith as a condition of employment or for receiving benefits.
- Status** – With respect to terms and conditions of employment affecting, or rights provided to Trainees, such Trainees shall not be discriminated against solely because of their status as Trainees.
- Employer Grievance Procedures** – The Employer will operate or establish and maintain a grievance procedure relating to the terms and conditions of employment. Should the Employer not have a grievance procedure, the employer may elect to adopt the procedure established by the Grantor as a model.
- Penalties** – The Employer is hereby notified that criminal penalties exist for: (a) theft or embezzlement of Federal and/or State funds, (b) improper inducement, and, (c) obstruction of investigation.
- Oversight** – As authorized the State of Kansas will perform monitoring and auditing activities. Any finding and/or violation, whether through monitoring or auditing activities shall be resolved through applicable procedures developed by the State.
- Controls** – As a condition precedent to this contract the Employer assures it has adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies as may be necessary to promote the effective use of contracted fund.
- Subcontracting** – The Employer is hereby prohibited from selling, transferring, or otherwise assigning any duty, responsibility, or obligation (or any portion thereof) under this contract not originally established to be subcontracted component of training.
- Personal Gain** – The Employer will establish safeguards to prohibit employees from using their positions for (or gives the appearance of being motivated by a desire for) personal or political gain for themselves or other, particularly those with whom they have family, business or other ties. No officer, agent, representative, or employee of the Grantor will solicit or accept money, gratuities or other consideration from the Employer or a third party or entity for the performance of an act reimbursed in whole or in part by the Employer.

- Nepotism** – The Employer assures no Trainee will be hired under this contract if a member of the Trainee's family (spouse, child, parent, sibling, in-law, aunt, uncle, cousin, niece, or nephew) is employed in an administrative capacity with the Employer (includes those who have selection, hiring, or supervisory responsibilities).
- Records Retention** – The Employer shall retain all record pertinent to this contract, including but not limited to: the contract itself with all supporting documents and modifications, financial documents, invoices, receipts, performance documentations, Trainee record, and all related correspondence, for a period of three (3) years from the latter of: (a) the last billable date of service or, (b) resolution of any audit, litigation or claim.
- Records Destruction** – The Employer will request and must receive prior approval in writing from the Grantor for its destruction of any records relating to this contract.
- Records Access** – The Employer grants the Comptroller General, the State of Kansas and the Grantor (through their authorized representatives) access to the right to examine all records, books, accounts, correspondences, or other documents pertaining to this contract during normal business hours and as often as such representatives deem necessary.
- Modification** – The Employer agrees to accept this contract with the understanding that the contract may be modified, Modifications will be utilized as necessary to provide the flexibility necessary for the effective execution of this contract.
- Repayment** – If the terms and conditions of said agreement are breached, the Employer will be responsible for reimbursing the Grantor for any damages caused by the breach.
- Breach** – Upon breach of this contract by the Employer, the Grantor shall have the right to terminate said contract immediately by giving written notice to the Employer. A shall include, but not be limited to, failure to comply with any agreement, covenant, stipulation, certification, assurance, exhibit, attachment, or any provision of any subsequent relative amendment or contract modification.
- Non Performance** – If through any cause, the Employer shall not fulfill in a timely and proper manner the contracted obligations, the Grantor shall have the right to cancel said contract by giving written notice to the Employer. Upon effective date of cancellation the Employer shall discontinue commitment of contract funds and submit proper documentation for final settlement of the contract.
- Convenience** – The contract may be canceled by mutual agreement of the parties or due to funding should the Grantor receive notice of de-funding or lack of anticipated appropriations, the Grantor shall provide notice to the Employer at least 30 days in advance.
- Controlling Provisions** – If any clause, sentence, paragraph, provision or part of this contract or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall be confined in its operation to the clause, sentence, paragraph, provision or part thereof directly involved in said controversy.

WIA TITLE 1B OJT FINAL EVALUATION

SSN: _____ Name: _____

Worksite: _____ Date of Work Experience: _____

Successfully Completed On-the-Job Training: Yes or No

Participant has gained the skills & knowledge outlined in the OJT Training Outline Yes or No

Participant will retain his/her position at the OJT worksite Yes or No

Participant's wage after OJT period _____

Soft Skill Evaluation	Above Average	Average	Below Average	Unacceptable	Skills Not Evaluated
Attendance					
Attitude					
Completion of Task					
Appearance					
Communication					
Teamwork					

Hard Skill Evaluation	Above Average	Average	Below Average	Unacceptable	Skills Not Evaluated
Quality of Work					
Quantity of Work					
Performance of Task					
Accuracy					
Job Knowledge					

Summary and Overall Evaluation:

OJT Supervisor: _____

Participant: _____

Case Manager: _____

