

GENERAL CONTRACT PROVISIONS

- 1.1 **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.
- 1.2 **Lobbying** – The Employer assures that no funds made available under this contract will be used for lobbying activities in violation of 18USC 1913.
- 1.3 **Political Activities** – Funds received under this contract shall not be used for any political activities or purposes.
- 1.4 **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.
- 1.5 **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.
- 1.6 **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.
- 1.7 **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.
- 1.8 **Demand** – Training provided under this contract shall be only for occupations for which there is a demand.
- 1.9 **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).
- 1.10 **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.
- 1.11 **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.)
- 1.12 **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.
- 1.13 **Kansas Wage Payment Law**– K.S.A. 44-313 et seq. shall govern payment of wages by the Employer to the Trainee.
- 1.14 **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 of local minimum wage law, or the prevailing rates of pay for individuals employed in similar occupations by the Employer.
- 1.15 **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.
 - 2.1 **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.
 - 2.2 **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.
 - 2.3 **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.
 - 2.4 **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.
 - 2.5 **Retirement** – No funds under this contract shall be used as contributions on behalf of any Trainees to retirement systems or plan.
 - 2.6 **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).
 - 2.7 **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.
 - 2.8 **Union** – The Employer assures that no funds received under this contract will be used to assist, promote, or deter union organizing.
 - 2.9 **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.
 - 2.10 **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.
 - 3.1 **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.
 - 3.2 **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.
 - 3.3 **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.
 - 4.1 **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.
 - 5.1 **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.
 - 5.2 **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.
 - 5.3 **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.
 - 5.4 **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.
 - 5.5 **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.

- 5.6 **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).
- 5.7 **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.
- 5.8 **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.
- 5.9 **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.
- 5.10 **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.
- 5.11 **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.
- 6.1 **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.
- 7.1 **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.
- 8.1 **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.
- 9.1 **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.