



TRAINEE PROGRAM INTRODUCTION

Purpose

The purpose of the Trainee Agreement is to identify the skill, trade or occupation for which the intern/trainee is being trained and confirm the qualifying framework that the trainee is following.

General

Agency/Department will take the trainee on board for the position, where he/she will initially learn by observing department staff on key projects. Trainee will have the opportunity to ask questions and department will share useful resources that will help intern/trainee to develop in his/her role.

Agency/Department will nominate a trainer from within the department. The trainer will also dedicate some time on a regular basis to personally give some tutorials about position fundamentals. At some point, if/when trainer believes intern/trainee to be ready, he/she will let the trainee be more hands-on in more demanding tasks. Before that the trainer will also ensure that trainee gets hands-on practice with less demanding tasks that are going on within the department.

PEDCO Workforce Training Program Values At Work

- Everyone should add measurable value
- Being proactive and take charge
- Being passionate about your work
- Using common sense
- Including others
- Thinking outside the box
- Active communication, updating tasks and asking for feedback. If you are unsure – ask. If you don't know – say you don't know
- Constructive criticism. If you think something is not good, you should always have suggestion on how to improve.
- Everyone should take ownership of their tasks, responsibility for what they do and be accountable for their successes and their mishaps.

Trainee Agreement

This PEDCO Workforce Training Program (PWTP) AGREEMENT is between the Ponca Economic Development Corporation's Workforce Training Program (PWTP) listed below and hereinafter referred to as the DEVELOPMENT AGENCY, the Ponca Tribe of Nebraska department listed below and hereinafter referred to as the EMPLOYER, and the trainee listed below and hereinafter referred to as TRAINEE. The parties agree that the EMPLOYER shall provide all training in accordance with the provisions and terms in this AGREEMENT. The DEVELOPMENT AGENCY shall oversee and manage the provision of training under this AGREEMENT. EMPLOYER shall provide an invoice form to the DEVELOPMENT AGENCY. DEVELOPMENT AGENCY shall make a payment to the EMPLOYER for satisfactory performance in accordance with the reimbursement computation and terms and conditions included herein. The parties agree to all the terms in this Training AGREEMENT by affixing their signatures below.

Trainee Name: _____

Trainee email and phone: _____ / _____

PTON Department or Agency: _____

Address of Trainee Workplace: _____

City

State

Zip

Phone Number of Trainee Workplace: _____

Trainee Position Title: _____

Trainee Manager Name and Title: _____ / _____

Trainee Manager email and phone: _____ / _____

Trainee Assigned Trainer Name and Title: _____ / _____

Trainee Trainer email and phone: _____ / _____

EMPLOYER - Ponca Tribe of Nebraska

Signed: _____

Typed Name/Title of Department Manager HERE

Date

DEVELOPMENT AGENCY - Ponca Economic Development Corporation

Signed: _____

Larry Loucks/PWTP Coordinator

Date

TRAINEE

Signed: _____

Typed Name of Trainee HERE

Date

- 1. Purpose:** Under the terms and conditions of this AGREEMENT, the EMPLOYER agrees to provide training to the employee trainee necessary to improve the skills of the employee.
- 2. Period of Performance:** This AGREEMENT shall be effective as of _____ and shall remain in effect until _____. Should additional time be needed to complete the training, an extension must be approved through a contract modification prior to the end date listed above.
- 3. Funding:** Funding for the services rendered as part of this AGREEMENT is provided by funds from the Ponca Tribe of Nebraska through a funding agreement between the Tribe and DEVELOPMENT AGENCY. PARTIES agrees that in the event that funds for carrying out the functions to which the AGREEMENT relates are suspended or terminated in whole or in part, this AGREEMENT shall be terminated immediately without further obligation of the DEVELOPMENT AGENCY or EMPLOYER, except that DEVELOPMENT AGENCY shall reimburse EMPLOYER for its previously incurred payroll costs.
- 4. Compensation:** Payments to EMPLOYER shall be reimbursements made upon receipt of an invoice from the EMPLOYER to DEVELOPMENT AGENCY which shall be submitted by the EMPLOYER to DEVELOPMENT AGENCY on a monthly basis during the term of this AGREEMENT. The invoice shall request reimbursement for allowable payroll expenses incurred during the previous month. Invoices shall only include allowable payroll costs incurred by the EMPLOYER during the invoice period. DEVELOPMENT AGENCY reserves the right to withhold reimbursement of any costs reflected on invoices submitted by the EMPLOYER if, after its reviews, it determines that said payroll costs are not allowable. Invoices free of errors and/or omissions shall be processed within 30 days after receipt by DEVELOPMENT AGENCY.

The total amount to be paid to the EMPLOYER under terms of this AGREEMENT shall not exceed \$8.00 per hour per participant trainee (\$16,640 for 12 month full time position) in total.
- 5. Modifications/Amendments:** This contract may be modified only by execution of a written amendment signed by all parties. If the training plan, the total training hours, the terms of the Agreement or the work location changes, the Agreement must be promptly modified. The EMPLOYER must submit any request for modification in writing at least 10 days before the desired effective date of the modification.
- 6. Disputes and Governing Law:** This Agreement will be governed by and constructed in accordance with the applicable law and jurisdiction of the Ponca Tribe of Nebraska. Any disputes arising out of this agreement shall be resolved in Ponca Mediation or Tribal Court headquartered in Niobrara, Nebraska.
- 7. Termination:** Either the EMPLOYER or the DEVELOPMENT AGENCY may terminate this contract for any reason by providing the other party with a 10-day written notice.
- 8. Terms and Conditions:** The parties to this AGREEMENT hereby agree to the following terms and conditions:

A. The DEVELOPMENT AGENCY will provide technical assistance to the EMPLOYER throughout this AGREEMENT.

1. Reimburse necessary, reasonable and allowable PWTP costs in accordance with [ADDENDUM A Worker Training Budget](#) and as specified in **Compensation** above.
2. Conduct regular oversight and monitoring of its PWTP activities and those of its subcontractors in order to:
 - a. Determine PWTP allowable expenditures;

- b. Provide technical assistance to EMPLOYER and TRAINEE as necessary and appropriate;
 - c. Evaluate the effectiveness of training.
3. Hold the Ponca Tribe of Nebraska, their officers, agents and employees harmless from any and all claims or any kind, including, but not limited to, costs and expenses, on account of any suits or damages, including death, sickness or injury to persons or property arising from or connected with the program described herein and/or the operations of the EMPLOYER, its agents, representatives or employees.
 4. Maintain records for the PEDCO Workforce Training Program trainees and make copies available including: (1) applications, agreements, addendums, attachments, reports, and evaluations. The DEVELOPMENT AGENCY will retain all records pertinent to this Agreement in accordance with its usual records retention policy. The aforementioned records will be retained beyond the six years if any litigation or audit is begun or if a claim is instituted involving the agreements covered by the records.
 5. All disputes shall be resolved informally between the PWTP TRAINEE, the EMPLOYER and the DEVELOPMENT AGENCY. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the EMPLOYER to resolve disputes with employees. If the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from the Ponca Tribe of Nebraska's grievance/complaint procedures.
 6. No person or organization may charge an individual a fee for the placement or referral of the individual in or to the PEDCO Workforce Training Program.
 7. That the progress and performance the Trainee will be reviewed during and after the training period and performance review shall be conducted with the following criteria:
 - a. Standard of work and behavior during period
 - b. Reliability and performance
 - c. Timekeeping & task records
 - d. General conduct

B. The EMPLOYER will adhere to the following:

1. Adhere to all conditions set forth in [ATTACHMENT A Intern/Trainee Application](#), and subsequent addendums and attachments which are labeled [ADDENDUM A Worker Training Budget](#), [ADDENDUM B Intern Skills Gap/Training Plan](#), and [ATTACHMENT B Documentation of Intern/Trainee Hours and Activities](#) attached hereto and made a part hereof.
2. Hold the Ponca Economic Development Corporation, their officers, agents and employees harmless from any and all claims or any kind, including, but not limited to, costs and expenses, on account of any suits or damages, including death, sickness or injury to persons or property arising from or connected with the program described herein and/or the operations of the EMPLOYER, its agents, representatives or employees.
3. Maintain records for the PEDCO Workforce Training Program trainees and make copies available including: (1) accurate daily time and attendance records showing the date of each day in which PEDCO Workforce Training Program (PWTP) work occurs and the hours of PWTP per day. The EMPLOYER will retain all records pertinent to this Agreement in accordance with its usual records

retention policy. The aforementioned records will be retained beyond the six years if any litigation or audit is begun or if a claim is instituted involving the agreements covered by the records. EMPLOYER agrees to provide copies of the daily time and attendance records and payroll documentation within 30 days of the end of the month in which PWTP occurs. Failure to provide the required documentation may result in forfeiture of the payment to the EMPLOYER.

4. All disputes shall be resolved informally between the PWTP worker, the EMPLOYER and the DEVELOPMENT AGENCY. If resolution does not occur to the satisfaction of any party, the first step is to use existing grievance procedures, if any, established by the EMPLOYER to resolve disputes with employees. If the dispute remains unresolved, the parties agree to participate in and be bound by determinations resulting from the Ponca Tribe of Nebraska's grievance/complaint procedures.
5. Participate in any follow-up efforts conducted by the DEVELOPMENT AGENCY or its authorized representative to evaluate PWTP effectiveness.
6. EMPLOYER shall be required to pay for the gap share of the cost of wages paid to TRAINEE(S) participating in the PWTP. EMPLOYER shall be required to pay for the entire cost of benefits provided to TRAINEE(S) participating in the PWTP with the exception of paid leave including holiday and sick leave, bereavement leave, and paid personal leave that falls within the TRAINEE'S allowable hours.
7. 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 or activity because of race, color, religion, sex, national origin, age, disability or political affiliation or belief or solely because of the status of the individual as a participant in a program or activity receiving PWTP funds.
8. 29 CFR 38.10 (d) (e) (f). As provided in 20 CFR [§38.3\(b\)](#), [29 CFR part 32](#), subparts B and C and appendix A, which implement the requirements of Section 504 pertaining to employment practices and employment-related training, program accessibility, and reasonable accommodation, have been incorporated by reference. EMPLOYERS or other entities covered by Titles I and II of the ADA should be aware of obligations imposed by those titles. See [29 CFR part 1630](#) and [28 CFR part 35](#). EMPLOYERS covered by the anti-discrimination provision of the Immigration and Nationality Act should be aware of the obligations imposed by that provision. See [8 U.S.C. 1324b](#).
9. No person or organization may charge an individual a fee for the placement or referral of the individual in or to the PEDCO Workforce Training Program.
10. The EMPLOYER must confirm the employee's eligibility to work in the U.S. by obtaining the completed U.S. Citizenship document and confirming the employee's eligibility using the E-Verify System.
11. That under the terms of this Agreement, the EMPLOYER agrees to provide the Trainee with a traineeship period for identified learning objectives and the Trainee agrees to provide all work and services (the "Services") reasonably required by the EMPLOYER.
12. That the progress and performance the Trainee will be reviewed during and after the training period and performance review shall be conducted with the following criteria:
 - a. Standard of work and behavior during period
 - b. Reliability and performance
 - c. Timekeeping & task records

d. General conduct

15. That the Company will designate an individual (the "Trainer") to train, mentor and monitor the Trainee. The Trainer shall be the primary point of contact for the Trainee. Any requests from the Trainee should be communicated to the Trainer.

16. Grounds for immediate termination as determined solely by the Ponca Tribe of Nebraska and are described in the employee handbook.

C. The TRAINEE will adhere to the following:

1. The Trainee is expected to attend the training period for trainee position work experience, which will commence on _____ and shall end on _____ (the "Training Period"), with a review of the position at the end of the ____ month of the Training Period. During this time the trainee will commit a minimum of _____ hours per week to work on his/her trainee obligations (the "Minimum Hours Requirement").
2. Any tasks undertaken by the Trainee while on a traineeship period will have the purpose of promoting the Trainee's competence, understanding and familiarity of the Company's business as well as in the Trainee's agreed learning objectives.
3. The Trainee will be under an obligation to the Company to make satisfactory progress on the training period program, such progress will be agreed between the Company and the Trainee.
4. The Trainee will be expected to reach a reasonable standard of competence and performance for each task for which he/she has been trained.
5. The Trainee will have no contractual relationship with the Company and that the training contract is not an employment contract. However, the Trainee will be expected to behave as part of the Company on whatever position he/she is assigned and shall abide by all the terms and conditions applicable to the Company's own staff and respect the Company's policies, values and procedures.
6. The Trainee must keep a record of all tasks through the daily task and time record.
7. If the Trainee will be unable to attend the training, his trainer must be informed on the first day of absence.
8. The EMPLOYER will designate an individual (the "Trainer") to train, mentor and monitor the Trainee. The Trainer shall be the primary point of contact for the Trainee. Any requests from the Trainee should be communicated to the Trainer.
9. If the Trainee wishes to terminate the traineeship period they must give two-week notice to the Trainer.
10. Grounds for immediate termination as determined solely by the Ponca Tribe of Nebraska and are described in the employee handbook.

11. That under the terms of this Agreement, the EMPLOYER agrees to provide the Trainee with a traineeship period for identified learning objectives and the Trainee agrees to provide all work and services (the "Services") reasonably required by the EMPLOYER.
12. That the progress and performance the Trainee will be reviewed during and after the training period and performance review shall be conducted with the following criteria:
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ADDENDUM A
WORKER TRAINING BUDGET

Employer:

Match Percentage:

Category	PWTP Funds	Employer Wage
Trainee Wages		
Materials/Supplies		
Training Equipment, Materials/Supplies, Manuals/Textbooks		
Certification Expenses		
Employee Training-related travel, lodging and food		
Total Training Costs:		

ADDENDUM B WORKER TRAINING OUTLINE

EMPLOYER:	OCCUPATION:	SVP:		
TRAINING OUTLINE:				
COMPETENCIES TO BE LEARNED AS A RESULT OF WORKER TRAINING ACTIVITIES	*TRAINING METHOD	*MEASUREMENT METHOD	EVALUATION (**RATE 0-3)	
			PRE	POST
*TRAINING AND/OR MEASUREMENT METHODS (LIST ITEM NUMBER OF ALL THAT APPLY): 1- DEMONSTRATION 2 – OBSERVATION 3 - VERBAL INSTRUCTIONS 4 - WRITTEN INSTRUCTIONS 5 - VERBAL TEST 6 - WRITTEN TEST				
**RATING SCALE 0 - CAN DO NO PARTS OF THE TASK; TRAINING NEEDED 1 - CAN DO ONLY SIMPLE PARTS OF THE TASK (50% proficiency or less) 2 - CAN DO MOST OF THE TASK (51% to 80% proficiency) 3 - CAN DO ALL PARTS OF THE TASK, NO TRAINING IS NEEDED				

Summary Learning Objectives

(Identify learning objectives with estimated training duration)

1. Trainee will learn:
2. Trainee will learn:
3. Trainee will learn:

ADDENDUM C

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

☐ I am a citizen of the United States.

— OR —

☐ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____,
and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME

(first, middle, last)

SIGNATURE

DATE

ADDENDUM D

Proprietary Information and Confidentiality

Trainee is aware that in the course of her/his engagement with the EMPLOYER and/or in connection therewith, Trainee may have access to, and be entrusted with, technical, proprietary, sales, legal, financial, and other data and information with respect to the affairs and business of the EMPLOYER, its affiliates, customers and suppliers, and including information received by the EMPLOYER from any third party subject to obligations of confidentiality towards said third party, all of which data and information, whether documentary, written, oral or computer generated, shall be deemed to be, and referred to as "Proprietary Information", which, by way of illustration but not limitation, shall include trade and business secrets, processes, patents, improvements, ideas, inventions (whether reduced to practice or not), techniques, products, and technologies (actual or planned), financial statements, marketing plans, strategies, forecasts, customer and/or supplier lists and/or relations, research and development activities, formula, data, know-how, designs, discoveries, models, computer hardware and software and any and all documentation relating thereto, drawings, dealings and transactions, except for such information which, on the date of disclosure, is, or thereafter becomes, available in the public domain or is generally known in the industry through no fault on the part of the Trainee.

Trainee agrees and declares that all Proprietary Information, patents and/or patent applications, copyrights and other intellectual property rights in connection therewith, are and shall remain the sole property of the EMPLOYER and its affiliates and their assigns. During the Trainee Period and upon its expiration thereafter, Trainee shall keep in confidence and trust all Proprietary Information, and any part thereof, and will not use or disclose and/or make available, directly or indirectly, to any third party any Proprietary Information without the prior written consent of the EMPLOYER, except and to the extent as may be necessary in the ordinary course of performing Trainee's duties pertaining to the EMPLOYER and except and to the extent following, possible written notice from the Trainee to the Trainer and/or EMPLOYER as may be required under any applicable law, regulation, judicial decision or determination of any governmental entity.

Without diminishing from the generality of the foregoing, the Trainee agrees: (a) not to copy, transmit, reproduce, summarize, quote, publish and/or make any commercial or other use whatsoever of the Proprietary Information, or any part thereof, without the prior written consent of EMPLOYER, except as maybe necessary in the performance of her/his duties pertaining to the EMPLOYER; (b) to exercise the highest degree of care in safeguarding the Proprietary Information against loss, theft or other inadvertent disclosure and to take all reasonable steps necessary to ensure the maintaining of confidentiality; (c) upon a request by the EMPLOYER to do so, the Trainee shall immediately deliver to the EMPLOYER or destroy all Proprietary Information and any and all copies thereof, in whatever form, that had been furnished to the Trainee, prepared thereby and/or came to her/his possession in any manner whatsoever, during and in the course of her/his engagement with the EMPLOYER, and shall not retain and/or make copies thereof in whatever form.

Trainee acknowledges that any breach of her/his obligations pursuant to this Section would cause the EMPLOYER substantial damage for which the EMPLOYER shall hold them liable. The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect for a period of two (2) years thereafter.

Inventions and Work Product

Trainee agrees to promptly and from time to time fully inform and disclose to the EMPLOYER all inventions, work product, designs, improvements, discoveries, algorithms, code, executable code, compilation and execution, configuration instructions and the like, which Trainee shall have created, developed or altered during her/his engagement with the EMPLOYER, and which result from and are related directly to the Services rendered by Trainee to the EMPLOYER, or which derive from any experimental work performed by the EMPLOYER, whether conceived by Trainee alone or with others (the "Inventions"). All Inventions, and any and all rights, interests and title therein, shall be the exclusive property of the EMPLOYER and Trainee shall not be entitled, and hereby waives, now and/or in the future, any claim to any right, compensation and/or reward in connection therewith. In the event that by operation of law, any Invention shall be deemed property of or owned by (in whole or in part) the Trainee, Trainee hereby assigns and shall in the future take all the requisite steps (including by signing all appropriate documents) to assign to the EMPLOYER and/or its designee any and all of her/his foregoing rights, titles and interests in such Inventions, on a worldwide basis, and hereby further acknowledges and shall in the future acknowledge the EMPLOYER's full and exclusive ownership in all such Inventions. To the extent necessary, Trainee shall, during her/his engagement with the EMPLOYER or at any time thereafter, execute all documents and take all steps necessary to effectuate the assignment to the EMPLOYER and/or its designee and/or to assist the EMPLOYER to obtain the exclusive and absolute rights, title and interests in and to all Inventions, whether by the registration of patent, trademark, trade secret, copyright, and/or any other applicable legal protection, and to protect same against infringement by any third party. This provision shall apply with equal force and effect to all items that may be subject to copyright or trademark protection. The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect at all times thereafter.

ATTACHMENT A
(Participant's Application for Intern/Trainee Program)

Documentation of Intern/Trainee Hours and Activities

Training Course Name: _____ Period Covered: _____

[illegible]

I certify the above information is true and correct to the best of my knowledge. (To be signed at the end of training and submitted with training invoice.)

Authorized Employer Signature: _____

Printed Name and Title: _____

