



**Human Services  
Workforce Investment Act**

*Employment and training services  
for Alpine and El Dorado counties.*

Funding Source: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

**ON-THE-JOB TRAINING (OJT) CONTRACT**

This Contract is made and entered into for convenience this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called "EMPLOYER"), and El Dorado County Human Services Workforce Investment Act (hereinafter called "EDC Human Services W.I.A.").

**I. INTENT**

It is the intent of the Workforce Investment Act (W.I.A.) to provide eligible clients with training which provides knowledge or skills needed for full and adequate job performance, while the clients are engaged in productive work in conformity with W.I.A., State of California Regulations, and EDC Human Services W.I.A. policy.

**II. EMPLOYER INFORMATION**

Employer: \_\_\_\_\_ Tax ID No.: \_\_\_\_\_  
 Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
 No. of Non-OJT Employees: \_\_\_\_\_ No. of Supervisors: \_\_\_\_\_ No. of OJT Employees: \_\_\_\_\_  
 Partnership  Corp (Priv)  Corp (Non-Prof)  Indiv/Sole Prop  Pub. Entity   
 Product or Service: \_\_\_\_\_

**III. REIMBURSEMENT**

The EMPLOYER shall be reimbursed by EDC Human Services W.I.A. for extraordinary costs of training and lower productivity of OJT employees. Costs are defined as wages (not including fringe benefits) earned by the employee. Reimbursement will be at a level not to exceed 50 percent of wages. Overtime paid in excess of the straight-time wage, shift differential, premium pay, and other non-regular wages, periods of illness, holidays, plant downtime, and other events where no training occurs will be excluded from the OJT reimbursement. EMPLOYER will provide EDC Human Services W.I.A. with time and attendance records of OJT employees to document claims for reimbursement, on a form(s) provided by EDC Human Services W.I.A.. Claims for reimbursement will be invoiced and paid monthly. Should an employee terminate employment on or before the end of the Contract, the employer shall not receive reimbursement for the final day of work.

EMPLOYEE'S NAME: _____				Soc. Sec. No.: _____			
JOB TITLE	WORK WEEK HOURS	TOTAL HOURS	WAGE	BASE REIMB. RATE	CONTRACT PERIOD		TOTAL WEEKS
					FROM	TO	
			\$	\$			
			\$	\$			
			\$	\$			
Wage Upon Completion of Training: \$ _____				Maximum Contract Reimbursement: \$ _____			

Notwithstanding Section VI. TERMINATION, this Contract will terminate when employee leaves or on \_\_\_\_\_ or upon reimbursement of \$ \_\_\_\_\_ whichever comes first. EDC Human Services W.I.A. reserves the right to refuse payment on claims for reimbursement received by EDC Human Services W.I.A. over 90 days after Contract termination.



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### III. REIMBURSEMENT - continued

Individuals receiving training on the job shall be compensated by the EMPLOYER at such rates, including periodic increases, as may be deemed reasonable under Regulations prescribed by the Secretary of Labor, but in no event at a rate less than that specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938, or, if higher, under the applicable State or local minimum wage law. EMPLOYER agrees that he will pay overtime in accordance with California State Industrial Welfare Commission's Orders regulating wages and hours for the industry.

### IV. EMPLOYEE/EMPLOYER PROVISIONS

Employee/Employer Relationships. The EMPLOYER shall employ the individual as a regular member of EMPLOYER's work force, subject to the same conditions of employment as the EMPLOYER's other employees, including termination for unsatisfactory performance thereafter. EMPLOYER shall continue to employ the individual upon successful completion of the training at the same or higher rate of pay than the individual received through the training period.

During the training, the EMPLOYER shall assure that each OJT employee:

- Is on the EMPLOYER's payroll
- Receives the same benefits as the EMPLOYER's other employees performing similar work
- Is paid the salary indicated in Section III
- Is provided Worker's Compensation coverage
- Is provided a drug-free workplace that is in compliance with 29 CFR part 98.
- Is provided, by EMPLOYER, with safety instructions and equipment necessary for reasonable protection against injury and damage. Where special clothing or equipment is provided to the EMPLOYER's regular employees, EMPLOYER shall provide the same type of clothing or equipment to the trainees performing similar work
- Is provided training in accordance with this Contract and the OJT Training Plan (Page 5)

EMPLOYER further assures that:

- No other person has been laid off from the same or substantially equivalent job within the same organizational unit within the previous 12 months (or until the expiration of the period required by the EMPLOYER's recall list)
- EMPLOYER would not have hired employee without training benefits provided by the OJT Contract
- Neither the EMPLOYER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
- Employee is not a member of the immediate family (marriage, adoption, or blood) of any employee who works in an administrative capacity for their company
- Appropriate standards for health and safety will be maintained

### V. GRIEVANCE PROCEDURES

The EMPLOYER's grievance procedures shall apply to OJT employees. Nothing in this Section shall require an EMPLOYER to establish a new grievance procedure, or to modify an existing procedure, as a condition of participation in this program. If the EMPLOYER does not have a grievance procedure, the OJT employee may use the EDC HUMAN SERVICES W.I.A. grievance procedures.

### VI. TERMINATION

EDC HUMAN SERVICES W.I.A. may terminate this Contract without prior notice, as follows:

- At such time as funds are not made available to EDC HUMAN SERVICES W.I.A. through the State of California for the purpose of carrying out this Contract; or



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### VI. TERMINATION - continued

- For nonperformance, intentional violations, deceitful practices, fraud, and/or willful misinterpretation in the use of program funds. At such time as EMPLOYER terminates Contract, he shall notify EDC HUMAN SERVICES W.I.A. within three (3) working days.

### VII. ADDITIONAL PROVISIONS

**Retention and Maintenance of Records.** The EMPLOYER shall maintain payroll records, time records, attendance records, and records of job duties for each OJT employee. The records shall also include the date of entry and date of termination for each employee. The EMPLOYER shall keep and retain the records described above for a period of six (6) years from the date of enrollment into this program. The EMPLOYER shall make these records available for inspection upon notice by EDC HUMAN SERVICES W.I.A., its authorized agent, the State of California, or the United States Secretary of Labor, at any time during normal business hours, upon reasonable notice.

**Bargaining Agent Concurrence.** If a bargaining agent agreement exists, the EMPLOYER certifies hereby that the collective bargaining agent has concurred with the OJT program, including the rate of pay specified herein, and that the Contract herein does not conflict with the collective bargaining agreement.

**Entire Agreement.** This Contract constitutes the complete and exclusive statement of the Contract between EMPLOYER and EDC HUMAN SERVICES W.I.A.. No terms, conditions, understanding or contract purporting to modify or vary this Contract shall be binding on any party unless hereafter made in writing and signed by the party to be bound and authorized by EDC HUMAN SERVICES W.I.A.. The EMPLOYER, and any agents and employees of the EMPLOYER in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of EDC HUMAN SERVICES W.I.A.. The EMPLOYER shall not subcontract in the name of EDC HUMAN SERVICES W.I.A..

**Monitoring.** EDC HUMAN SERVICES W.I.A., or its authorized representative, has the right to observe and monitor all conditions and activities involved in the performance of this Contract and has the right to verify cost or pricing data submitted with respect to this Contract by examining the EMPLOYER's books, records, or documents pertaining to the Contract during the EMPLOYER's normal business hours.

**Maintenance of Effort.** The EMPLOYER shall assure that OJT training shall not result in the displacement of currently-employed workers, including partial displacement, such as reduction in hours of non-overtime work, wages, or employment benefits.

No client in OJT shall be hired into, or remain working in, any position where another person:

- A. Is on lay-off from the same or substantially equivalent job within the same organizational unit. A lay-off is in effect:
  - 1) Until the expiration of the period required by recall list; or
  - 2) If no recall list or re-employment rights exist, for a period of one year from the last lay-off or until the next operating year of the department or agency, whichever occurs first.
- B. Is on lay-off or has been bumped and has recall or bumping rights to that position, per a personnel code or practice or a collective bargaining agreement.

**Compliance.** In the performance of this Contract, EMPLOYER will comply with the W.I.A. regulations issued pursuant thereto and any amendments or revisions. The EMPLOYER will also comply with all applicable State of California laws and regulations pertaining to wages and working conditions; Title VI of the Civil Rights Act of 1964; and Government Code, Sections 11135 and 111395; and all applicable Federal, State and local laws, rules and regulations which deal with or relate to the employment of persons who are under this Contract. EMPLOYER will also comply with all W.I.A. Regulations promulgated under the Act, such as nepotism provisions, lobbying or political activities, sectarian activities, and all Federal



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**Compliance - continued**

and State statutes relating to employment (including nondiscrimination). This Contract in no way relieves the EMPLOYER of the responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

EDC HUMAN SERVICES W.I.A. reserves the right to recover, through due process, disallowed costs caused by EMPLOYER due to errors, omissions, or fraudulent activities.

EMPLOYER is an Equal Opportunity Employer. No person with responsibilities in the operation of any program under this Contract will discriminate with respect to any program client or any applicant for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs, religion, age, or disability. Auxiliary aids and services will be made available upon request for individuals with disabilities by either EMPLOYER or AGENCY.

**Contract Administrator.** The County officer or employee with responsibility for administering this contract is the Director of Human Services or successor.

All appeals and complaints related to this Contract should be addressed only to EDC Human Services W.I.A.'s Director at 3057 Briw Road Placerville, CA 95667, telephone: (530) 642-7300. The Director shall advise appellants and complainants of the formal appeals procedures adopted by the EDC Human Services W.I.A.

IN WITNESS WHEREOF, this Contract has been executed, by and on behalf of the parties hereto, this date:

**EMPLOYER:**

**EDC HUMAN SERVICES W.I.A. JOB TRAINING AGENCY:**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_, Program Manager  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_, Director of Human Services  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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Contract No. \_\_\_\_\_

**ON-THE-JOB TRAINING PLAN**

Employee's Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Dot Code or Other: \_\_\_\_\_

Prerequisites for Job: \_\_\_\_\_

Description of Duties/Skills to be Learned	Estimated % of Hours

**In that EDC Human Services W.I.A. is a training program, it is important that both the client and supervisor are aware of what training is to be accomplished through the duration of the OJT contract, and agree with the above training plan.**

Date signed: \_\_\_\_\_ Job Supervisor: \_\_\_\_\_

OJT Employee: \_\_\_\_\_ Job Developer: \_\_\_\_\_