



Human Services Workforce Investment Act Program

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 AGENCY Department of Human Services, responsible for Community Action Agency Programs (hereinafter called "AGENCY").

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 AGENCY policy.

II. EMPLOYER INFORMATION

Employer: _____ Tax ID No.: _____
Telephone: _____ FAX: _____
Mailing Address: _____
Authorized Representative: _____ Title: _____
of Non-OJT Employees: _____ No. of Supervisors: _____ # 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 AGENCY for a portion of the costs of training and lower productivity of OJT employees. Reimbursement will be at a level not to exceed the percentages noted below of the hourly wage (not including fringe benefits) earned by the employee while enrolled in the OJT program during the term of this contract.

- Up to 90 percent for employers with 50 or fewer employees*
- Up to 75 percent for employers with 51 – 250 employees*
- Up to 50 percent reimbursement for employers with more than 250 employees.

*These reimbursement percentages are only approved through June 30, 2011 unless extended by the Federal Department of Labor. Effective July 1, 2011 the maximum reimbursement shall not exceed 50% of the employee's hourly wage, regardless of the total number of employees.

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 AGENCY documentation verifying the OJT employee's wages (e.g. pay stubs), time and attendance with claims for reimbursement. Claims for reimbursement will be invoiced on a form(s) provided by AGENCY 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: \$ _____			



Human Services Workforce Investment Act Program

*Employment and training services
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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 to 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 AGENCY grievance procedures.

VI. **DEFAULT, TERMINATION, AND CANCELLATION**

- A. Default:** Upon the occurrence of any default of the provisions of this Contract, Party with knowledge of default shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be considered in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in



Human Services Workforce Investment Act Program

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

writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Contract provision and shall demand that the party in default perform the provisions of this Contract within the applicable period of time. No such notice shall be deemed a termination of this Contract unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, AGENCY reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy:** This Contract, at the option of the AGENCY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of EMPLOYER.
- C. Ceasing Performance:** AGENCY may terminate this Contract in the event EMPLOYER ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Contract.
- D. Termination or Cancellation without Cause:** AGENCY may terminate this Contract in whole or in part upon seven (7) calendar days written notice by AGENCY without cause. If such prior termination is effected, AGENCY will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to EMPLOYER and for such other services which AGENCY may agree to in writing as necessary for contract resolution. In no event, however, shall AGENCY be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, EMPLOYER shall promptly discontinue all services affected as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.
- E. AGENCY may terminate this Contract without prior notice as follows:**
- At such time as WIA funds are not made available to AGENCY through the State of California or Golden Sierra Job Training Agency for the purpose of carrying out this Contract; or
 - For EMPLOYER'S nonperformance or breach of this Contract, intentional violations, deceitful practices, fraud, and/or willful misinterpretation in the use of program funds.
- F. This Contract shall terminate immediately in the event the EMPLOYEE ceases to work for EMPLOYER. EMPLOYER shall immediately notify AGENCY by telephone of the termination and follow up in writing within one (1) working day of EMPLOYEE'S termination.**

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 AGENCY, 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 AGENCY. 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 AGENCY. 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 AGENCY. The EMPLOYER shall not subcontract in the name of AGENCY.



Human Services Workforce Investment Act Program

*Employment and training services
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Monitoring. AGENCY, 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 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. AGENCY 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.

Indemnity. EMPLOYER shall defend, indemnify and hold AGENCY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AGENCY employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the EMPLOYER'S services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the AGENCY, EMPLOYER, and employee(s) or any of these, except for the sole or active negligence of AGENCY, its officers and employees, or as expressly proscribed by statute. This duty of EMPLOYER to indemnify and save AGENCY harmless includes the duties to defend set forth in California Civil Code Section 2778.

Conflict of Interest. The parties to this Contract have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest or public officers and employees. EMPLOYER attests that it has no current business or financial relationship with any AGENCY employee(s) that would constitute a conflict of interest with provision of services under this Contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Contract. AGENCY represents that it is unaware of any financial or economic interest of any public officer or employee of EMPLOYER relating to this Contract. It is further understood and agreed that if such a financial interest does exist at the inception of this Contract either party may immediately terminate this Contract by giving written notice as detailed in the Article in the Contract titled, "Default, Termination and Cancellation".



Human Services Workforce Investment Act Program

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Interest of Public Official. No official or employee of AGENCY who exercises any functions or responsibilities in review or approval of services to be provided by EMPLOYER under this Contract shall participate in or attempt to influence any decision relating to this Contract which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall any such official or employee of AGENCY have any interest, direct or indirect, in this Contract or the proceeds thereof.

Independent Contractor/Liability. EMPLOYER is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Contract. EMPLOYER exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Contract during the course and scope of their employment.

EMPLOYER shall be responsible for performing the work under this Contract in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. AGENCY shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to EMPLOYER or its employees.

Taxpayer Identification Number (Form W-9). EMPLOYER must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

County Business License. It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado AGENCY without possessing a AGENCY business license unless exempt under AGENCY Code Section 5.08.070.

Entire Agreement. This Contract constitutes the complete and exclusive statement of the Contract between EMPLOYER and AGENCY. 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 AGENCY. 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 AGENCY. EMPLOYER shall not subcontract in the name of AGENCY.

Contract Administrator. The AGENCY 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 the AGENCY 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 AGENCY.



Human Services Workforce Investment Act Program

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

EMPLOYER:

**El Dorado AGENCY Department of Human Services,
responsible for Community Action Agency Programs:**

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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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 AGENCY 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: _____