



WORKFORCE INVESTMENT BOARD OF TULARE COUNTY

ON-THE-JOB TRAINING AGREEMENT

1. Trainee Name:		Application No.:	
2. Business Name : Address/City/Zip: Phone No.: I.R.S. Employer I.D. No.: Industry Sector:		3. Service Provider: Representative: Phone No.: Email:	
4. Job Title:		O*NET Code:	
5. Training Begins:                      Ends:		Number of Weeks:                      Total Hours:	
a) Total OJT Reimbursement Not to Exceed: \$	b) Hourly Training Wage:	c) Reimbursement Wage:	d) Reimbursement Rate:
6. Supervised By:		Title:	
7. The employer agrees to the following: a. The trainee will be taught skills to satisfactorily perform the tasks described in the Training Plan. b. Provide the trainee with reasonable and proper supervision and instruction regarding the OJT. c. Maintain ongoing communication and feedback with the OJT trainee on the progress of learning the job. d. Identify areas of weakness of the OJT trainee that would be a barrier to become proficient in any skills. e. Submit reimbursement invoices for the OJT trainee, including the OJT trainee payroll records. f. The employer agrees that upon successful completion of the OJT training period, the trainee will continue to be employed as a regular member of the employer's workforce and will continue to receive pay and benefits equal to that of other employees similarly employed.			
8. Justification for length of training. List references used such as O*NET, SVP level, skills analysis, summary of participant experience/education, skills analysis, and training gap.			
The employer further attests that without benefit of this OJT the trainee would not have otherwise been hired or upgraded to fill this position. The employer further agrees to adhere to the provisions and assurances provided on the reverse of this OJT Agreement. Initials: _____			
9. Business Representative(s):  Title:		Signature:  Date:	
10. I agree to adhere to the training plan as developed for me with the employer shown above. I, further agree to adhere to all rules and regulations relative to the training and employment provided.			
Trainee:		Signature:  Date:	
11. The undersigned certifies that the training plan is adequate; the negotiated wages, terms and conditions are consistent with the Federal and State regulations and Workforce Investment Board of Tulare County policy, and approve this agreement.			
Service Provider:  By:  Title:		Signature:  Date:	
12. The undersigned certifies that this agreement has been reviewed and is sufficient to ensure training is provided in accordance with the WIOA and WIB directive. The signature by the WIB does not, however, relieve the Service Provider of its responsibilities under this agreement that authorizes the operation of this OJT program.			
Approved: Workforce Investment Board of Tulare County  By: David McMunn                      Title: Deputy Director  or Designee:		Signature:  Date:	

## OJT PROVISIONS AND ASSURANCES

The Workforce Investment Board of Tulare County (WIB) is authorized to implement work-based training such as an On-the-Job training (OJT) under the Workforce Innovation and Opportunity Act (WIOA). This OJT Agreement is subject to all regulations and conditions of the grants under which this program is operated. Copies of the grants are available at the WIB Administrative Office.

### The On-The-Job Training (OJT) employer agrees to abide by the following terms and conditions:

**Authority:** The employer ensures that it possesses legal authority to enter into this Agreement, and ensures that it has adequate administrative accounting, personnel standards, evaluation procedures, supervision, and other policies as may be necessary to perform the training required under this Agreement.

**Compliance with Applicable Laws and Regulations:** The OJT employer shall abide by WIOA and all other applicable Federal, State, and local laws, directives and regulations while performing the training specified in this Agreement.

### SECTION A: Trainee Wages, Benefits, Working Conditions

**Wages:** The employer shall compensate trainees the rate specified in this Agreement. The employer ensures that individuals in an OJT training shall be compensated 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 (Federal Minimum Wage) or the applicable State or local minimum wage.

**Benefits:** (1) The employer shall provide Workers' Compensation, health insurance, or equivalent protection, at the same level as other employees working a similar length of time and doing the same type of work.

(2) The employer shall inform each trainee of his or her rights and benefits as an employee of the training site prior to the commencement of training.

**Non-Discrimination:** No trainee hired under this Agreement shall be subjected to discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin (including limited English proficiency); age, disability, political affiliation or solely because of their status as such under this agreement.

**Labor, Health and Safety Standards:** The employer shall establish and maintain appropriate health and safety standards for work and training. The employer ensures that no trainee will be required or permitted to work, be trained, or receive services in buildings or surroundings which are unsanitary or hazardous, to the health or safety of the trainee.

### SECTION B: Agreement Operations

**Collective Bargaining Agreement s for Services:** The employer attests that no activities, work or training under this agreement are in conflict with the terms and conditions of an existing collective bargaining agreement.

**Conflict of Interest:** Both parties agree to prohibit employees from using their position for a purpose that is, or give the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family business, or other ties. No trainees may be hired who are members of the Employer's immediate family or of those who serve in an administrative or management capacity.

**Displacement/Relocation:** The employer stipulates and agrees that the establishment in which on-the-job training will be given:

(1) Has not been moved from any previous location less than 120 days prior to the effective date of this Agreement,

(2) Is not a branch, affiliate or subsidiary of a business entity in another location which has, at any time subsequent to date in (1) above, relocated or expanded so as to cause an increase in unemployment or the closing down of operations in which the entity conducts business operations.

No currently employed worker shall be displaced by any trainee including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

**Kickbacks:** All parties to this agreement ensure that their officers, employees, and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Agreement.

**Labor Union Comments:** Where a labor union represents employees who are engaged in similar work or training in the same area as the trainee, an opportunity shall be provided for such organization to submit comments with respect to the training provided under this agreement.

**Layoff** (1) No trainee shall be employed, (a) when any other individual is on layoff from the same or equivalent job, (b) when the employer has terminated the employment of any regular employee or otherwise reduced its work force, or (c) when there are work stoppages, or layoffs affecting regular employees.

**Modifications:** Any changes requested or required shall be in written form only and signed by parties to this Agreement.

**Agreement Management:** The performance of the OJT employer will be reviewed on a regular basis to ensure adherence to the terms and conditions of the agreement. This shall include the review of financial records relating to the agreement, the Task Oriented Training Plan, and interviews with those involved with training rendered under the agreement.

**Recordkeeping:** The Employer shall maintain for each trainee daily attendance records showing hours worked and payroll records showing all deductions taken and wages paid. These records must be maintained for a period of three years after the ending date of this Agreement. The Employer agrees that the State Comptroller or authorized representatives, or the WIB, or other agency representative shall, until the expiration of three years after final payment under this Agreement, have access to and right to examine any directly pertinent books, documents or records involving transactions related to this Agreement.

**Reimbursement:** (1) The Employer shall be reimbursed for training in accordance with the amounts established in this Agreement. (Total OJT Reimbursement shall not exceed 50% or 75% of wages paid.) If the employer overbills or receives payment for training not rendered, the employer will be liable for repayment.

(2) The Employer shall be paid upon submission of properly completed OJT Reimbursement Invoice, with an attached copy of the timesheet signed by the employer and trainee. Payment shall be based on the total number of hours worked times the hourly reimbursement rate indicated in the agreement.

(3) If the trainee signature is not obtainable on the timesheet due to departure from the area, copies of the reverse side of the canceled paycheck issued to the trainee, time sheets showing hours worked, and payroll records showing gross wages paid and deductions taken for which reimbursement is requested shall be submitted.

(4) Billing periods will occur at the end of each calendar month or at other agreed times, until the authorized training hours have been completed, or until the ending date of this Agreement, whichever occurs first. Reimbursement requests must be submitted to the issuing Agency by the 1st day of each month, or as otherwise stated, in order that they can be reviewed and forwarded to the Agency's accounting office. REQUESTS FOR REIMBURSEMENT FOR TRAINING SHALL NOT BE HONORED IF SUBMITTED LATER THAN 60 DAYS AFTER COMPLETION OR TERMINATION OF THIS AGREEMENT.

(5) Time exceeding a normal forty (40) hour work week may be applied towards the total hours authorized in the training agreement, however, compensation for vacation, jury duty or holidays will not be paid with WIOA funds under this Agreement.

**Sectarianism:** Trainees shall not be employed on the construction, operation, or maintenance or so much of any facility, as is used or to be used for sectarian instruction or as a place for religious worship.

### SECTION C: Termination of Agreement

#### Types of Termination:

(1) **Convenience** -- Either the agreement or agency or the OJT employer may request a termination for convenience, and shall give notice to the other party, in writing, five (5) working days in advance of the effective date of such termination.

(2) **Cause** -- The subcontractor agency shall terminate this agreement for the breach of any or all terms of the agreement. The agency will notify the OJT employer of such unsatisfactory performance in writing and immediately terminate the Agreement.

(3) **Reduction in Funding** -- The subcontractor agency or WIB retains the right to terminate this agreement due to a reduction in funding by the U.S. Department of Labor or the State of California. The issuing agency shall provide the OJT employer with a termination notice, in writing, at least five (5) working days in advance of the effective date of such termination.

(4) **Emergency Sanction** -- In emergency situations, as determined by the contractor agency, to protect the integrity of funds, the safety of trainees, or in situations where labor disputes or layoffs occur, the agency may immediately terminate or suspend the agreement, in whole or in part. The agency shall notify the OJT employer of the reason for the action.

**Hold Harmless:** (1) The OJT employer shall, at its own expense, protect and defend. It agrees to indemnify and hold harmless from all damages, costs and expenses that the agency may incur as a result of any activities of the OJT employer or its employees, clients, agents or servants that may arise out of this agreement.

(2) The Employer upon final payment of the amount due under this Agreement, less any refunds due the issuing Agency, hereby releases and discharges the Agency from all liabilities, obligations, and claims arising from this Agreement.