



Workforce Investment Board
Reaching Business

OJT Contract Number:
Program Year:

WORKFORCE INVESTMENT ACT
ON-THE-JOB TRAINING (“OJT”)
MASTER AGREEMENT

AGREEMENT made by and between:

Referring Organization Address City/State/Zip Attention: Phone: ; Fax: Email:	Employer Address City/State/Zip Attention: Phone: ; Fax: Email:
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1. Employer Federal I.D. Number: _____
2. Name of Referring Person: _____
3. Term of OJT Master Agreement: From: _____ through: _____
4. Consideration:

Payment of OJT wage reimbursements to Employer will be dependent upon the total number of WIA participants hired by Employer, the established wage reimbursement rate, and the duration of each participant’s OJT, as set forth under the terms and conditions of this Master OJT Agreement.

This contract consists of all items and exhibits attached and/or referenced, all of which have been examined and agreed upon by the parties, as evidenced by their signature.

Referring Organization:

By: _____

Print Name:
Title:

Date: _____

Employer:

By: _____

Print Name:
Title:

Date: _____

GENERAL TERMS AND CONDITIONS

1. *PURPOSE OF OJT MASTER AGREEMENT.* The purpose of this Agreement is to establish the general terms and conditions under which the Oakland PIC may refer individual WIA participants (“the Participant”) to Employer to enable the WIA participants to take part in an OJT program as that term is defined under the Workforce Investment Act (“WIA”).
2. *ON-THE-JOB TRAINING DEFINED.* In accordance with the WIA, the term “on-the-job training” will be understood in this Agreement to mean:

“Training by an employer that is provided to a paid participant while engaged in productive work in a job that:
(A) provides knowledge or skills essential to the full and adequate performance of the job;
(B) provides reimbursement to the employer of up to 50% of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision related to the training; and
(C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.”
3. *REFERRING ORGANIZATION AS CONTRACTING AGENT.* Referring Organization is entering into this OJT Master Agreement with Employer.
4. *OJT REFERRAL FORM.* Once an OJT has been arranged with Employer, an “OJT Referral Form” will be signed by Employer and the Referring Organization. Execution of the OJT Referral Form authorizes the Participant, or multiple Participants, to begin the OJT at Employer’s facility and for the Referring Organization’s Fiscal Department to generate the reimbursement payment established in the OJT Referral Form.
5. *STATEMENT OF TRAINING.* Employer agrees to employ the Participant and provide such OJT services as are set forth in the OJT Referral Form.
6. *CERTIFICATE OF SKILLS ATTAINMENT.* Employer agrees to certify the skills and accomplishments obtained by the Participant under the OJT Referral Form. Employer agrees to provide each Participant with a Certificate of Skill Attainment for the training hours, skills and tasks obtained during the OJT program as set forth in the OJT Referral Form.
7. *EMPLOYER OF RECORD.* As set forth in WIA, Employer must hire and maintain Participant as a regular member of Employer’s workforce, subject to the same conditions of employment as Employer’s other regular employees. The expectation is that Employer will retain the Participant in unsubsidized employment after the Participant’s OJT ends at a wage no less than the wage in place at the termination of the OJT.

In addition to being the Participant's employee of record and placing the Participant on Employer's regular payroll, Employer hereby represents and warrants that the Participant will receive the same wage and benefits as Employer's other employees performing same or similar work; will be provided clothing or equipment if such is provided to Employer's other employees performing same or similar work; and will be provided supervision and training in the occupation for which s/he is hired in order to attain full competency in the targeted occupation.

Should the Employer terminate the Participant's employment at any time during the OJT, Employer agrees to refer the Participant back to the **Referring Organization** for additional career counseling.

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regard to the type of work undertaken and the proficiency of the Participant.

8. *EMPLOYER'S COMPENSATION.* In consideration for the extraordinary costs of training to be provided by Employer to Participant during the term of this Agreement, Employer will receive the wage reimbursement rate set forth in the OJT Referral Form for every hour paid to the Participant in accordance with Employer's personnel policies, not to exceed the maximum amount set forth in the OJT Referral Form. **Referring Organization** will pay said compensation monthly upon receipt and verification of payroll records submitted by Employer. Failure to submit requests for reimbursement within 90 days of the incurred cost may result in the forfeiture of the reimbursement. Employer understands that OJT wage reimbursement payments will not be based upon overtime, shift differential, premium pay and other non-regular wages, nor will the payments be based on such periods of time as illness, holidays, plant downtime, or other events in which no training occurs.

Any payments to Employer that have been obligated by an OJT Referral Form but are as yet unearned may be suspended or terminated in the event that Employer refuses to accept any added conditions imposed by the United States Congress, the United States Department of Labor, the State of California, or any other governmental body that has authority over OJT laws, regulations, or policies.

9. *OJT MODIFICATION/CANCELLATION PAYMENT POLICY.* In the event that a participant does not complete the number of scheduled hours of training authorized under the OJT Referral form, the **Referring Organization** will pay the costs of the participant's wage for that portion of training that has been authorized and worked, up to the date the participant resigns or is terminated by employer from training. Employer agrees to help the Career Counselor determine the actual number of hours the participant worked.
10. *NO DISPLACEMENT.* Employer certifies that the Participant will not displace any regular employee of Employer and certifies that no person was displaced as a result of relocation of the current business in the previous 120 days of signing the OJT Referral Form.
11. *ELIGIBLE EMPLOYEE.* Employer certifies that each Participant enrolled in OJT is eligible in one of the following ways:

- a. Employee has not been and is not at the time of signing the OJT Referral Form, a current employee of Employer. Employer will not give the Participant training in any skill that Participant already possesses in sufficient degree to function as a satisfactory employee, and for which the Participant would normally have been hired.
 - b. Employee is an employed worker who is not earning a self-sufficient wage and the OJT relates to the introduction of new technologies, introduction to new production or service procedures; upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the Oakland WIB.
12. *GRIEVANCE PROCEDURE.* Employer will use its own written grievance procedures to resolve non-WIA related problems that may arise between Employer and the Participant. WIA-related grievances that may arise between the Employer and the Participant will be resolved in accordance with the Grievance Procedures established by the Oakland Workforce Investment Board or such other authorized body as may be identified under WIA. Such procedures may include observation and monitoring of the OJT.
13. *ACCESS.* Any entity identified under WIA as having fiscal or programmatic responsibility for an OJT established under this Agreement (including but not limited to agents of the federal, state, and local governments; WIB personnel), may at all times have access to the place of training and to the Participant to assure that the progress and quality of the training are in compliance with the terms of this Agreement and the OJT Referral Form.
14. *RECORDS.* Employer will maintain accurate time/attendance, payroll, and other employee records to support amounts reimbursed under this Agreement and will make such records available for inspection upon reasonable notice from any entity identified under WIA as having fiscal or programmatic responsibility for OJTs (including but not limited to agents of the federal, state, and local governments; and WIB personnel). Such records shall be retained for no fewer than five years.
15. *COLLECTIVE BARGAINING.* Employer certifies that the OJT will not impair existing agreements for services or collective agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of the OJT program, or it has no collective bargaining agreement with a labor organization. A Letter of Concurrence shall be filed with the **Referring Organization** if and when applicable.
16. *INSURANCE COVERAGE.* Subcontractor agrees, during the term of this Contract (including any extensions), to keep in effect its self-insurance or other insurance policies as required by law; and to provide coverage, as applicable, that may be required by the performance of the Contract in the following minimum requirements (**Note:** Payment shall be withheld if current required insurance certificates are not on file at the Oakland PIC):
- a. Workers' Compensation in accordance with the provisions of Section 3700 of the State of California Labor Code; or, if Workers Compensation is not applicable, Medical and Accident insurance in the amount of one million dollars (\$1,000,000), for injury or disease resulting from an individual's participation in any activity;
 - b. General Liability Coverage in the amount of one million dollars (\$1,000,000), including, but not limited to, accident coverage on an "occurrence" basis and coverage of both personal

injury and bodily injury. Such coverage will provide that no other insurance in which the Referring Organization and the Oakland Workforce Investment and the City of Oakland are a covered party will be called upon to contribute to a loss. Employer shall name the Referring Organization and the Oakland Workforce Investment Board and the City of, its officers, employees and agents as additional insured under the policy.

- c. If Employer uses vehicles in the performance of this Contract, Employer will provide evidence of Auto Liability Coverage in the amount of one million dollars (\$1,000,000).

Employer must provide evidence of current insurance by providing the Referring Organization and the Oakland Workforce Investment and the City of Oakland with certifications of insurance coverage pursuant to the requirements above. Payments to Employer on this Contract may be withheld if current certifications are not on file the Referring Organization at the time a payment is due. It is the Employer's responsibility to update the certification on file to ensure the most recent certification has been given to the Referring Organization.

17. *INDEMNIFICATION.* Employer agrees to indemnify and hold harmless the Referring Organization and the Oakland Workforce Investment and the City of Oakland, their officers, directors, employees and agents from and against every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission of Employer, its officers, directors, employees, or agents arising from the performance of this Agreement.
18. *MODIFICATION AND TERMINATION.* This Agreement is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of Agreement purpose. Such actions include, but are not limited to withdrawal of WIA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIA program activities.

Employer's failure to fulfill its obligations under this Agreement will be cause for immediate termination of this Agreement. Employer understands and agrees that such failure may, at the discretion of the Referring Organization, result in any training furnished being considered unauthorized under the terms of this Agreement. Such a determination shall result in the disallowance of compensation for the training.

Either party for any reason upon five days' written notice to the other may terminate this Agreement.

19. *ASSIGNMENT AND AMENDMENT.* This Agreement is not assignable in whole or in part. Amendments or addenda to this Agreement must be in writing and be made with the consent of both parties.
20. *EMPLOYER ASSURANCES.* Employer assures and certifies that:
 - a. It will comply with the requirements of the WIA, Public Law 105-220, as amended, and with regulations, policies, guidelines, circulars and field memorandum promulgated thereunder by the Department of Labor, the State of California, and such other body as my have authority over WIA funds or programs.

- b. It will comply with Title VI and VII of the Civil Rights Act of 1964 and in accordance with those titles, no person in the United States shall on the ground of race, ethnicity, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity for which the applicant receives Federal financial assistance.
 - c. It will not utilize OJT funds obtained under this Agreement, nor engage, nor cause its employees to engage in the conduct of political activities that violate the Hatch Act.
 - d. No program or funding under WIA will be used to assist, promote, or deter union organizing.
 - e. No WIA funds will be used to reimburse Employer for the cost of contributions on behalf of any participant to retirement systems or plans.
 - f. No person with responsibilities under a WIA-funded program will discriminate with respect to any program participant on the basis of race, age, marital status, disability, color, national origin, political affiliation, sex, or sexual orientation. No person shall be discriminated against solely because of his or her status under this Agreement.
21. *TYPE OF CONTRACT.* Any funds obligated under the terms of this Agreement by the **Referring Organization**, are to be paid according to applicable WIA regulations governing On- the-Job training contracts, including but not limited to Section 663 Subpart G of the WIA Final Regulations. Although Contract performance may have been accepted and reimbursement of costs made, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Employer to the **Referring Organization** within 30 calendar days of notice.