



ORANGE COUNTY ONE-STOP CENTER
ON-THE-JOB TRAINING CONTRACT (OJT)

Garden Grove Office
7077 Orangewood Avenue
Suite 200
Garden Grove, CA 92618
Main Phone: (714) 241-4900

Irvine Office
17891 Cartwright Road
Irvine, CA 92614
Main Phone: (949) 341-8000

Grant Code: _____

Participant: _____ Phone #: _____
Last First MI

One-Stop Representative: _____ Phone #: _____

1. Employer: _____ 2. Federal I.D. #: _____

3. Corporation Partnership Sole Proprietorship Other: _____

4. Employer Address: _____ 5. Phone #: _____

_____ 6. Fax #: _____

7. Employer Contact Name: _____ 8. Phone #: _____

9. Employer Contact Email: _____

10. Training Facility Location: _____

11. Participant's Supervisor: _____ 12. Phone #: _____

13. Type of Industry/Business: _____ 14. Number of Employees: _____

15. Workers Compensation Carrier: _____

16. Workers Compensation Policy Number: _____

17. Liability Insurance Carrier: _____

18. Liability Insurance Policy Number: _____

19. O-NET Job Title: _____ 20. O-NET Code: _____

21. The OJT will commence on: _____ 22. and end on: _____

23. Total number of OJT hours: _____

24. Approved Wage Reimbursement Percentage: _____

25. Contract Duration:

Starting Hourly Wage And Increases	# of Hours This Wage Per Each Level	Total \$ Amount	Begins & Ends Date (This Wage)	Amount of Reimbursement (Total Hours X 50%)
Starting Wage: \$				\$
Increase: \$				\$
Increase: \$				\$

26. Total Maximum Contract Amount: \$: _____

27. Will Employer require classroom training? Yes No

If yes, complete the following:

Classroom Training Costs: \$: _____

Classroom Hours: _____

28. Employer Holidays*

- | | | |
|---|---|--|
| <input type="checkbox"/> New Year's Day | <input type="checkbox"/> M. L. King Day | <input type="checkbox"/> Presidents' Day |
| <input type="checkbox"/> Memorial Day | <input type="checkbox"/> Independence Day | <input type="checkbox"/> Labor Day |
| <input type="checkbox"/> Columbus Day | <input type="checkbox"/> Veteran's Day | <input type="checkbox"/> Employee Birthday |
| <input type="checkbox"/> Thanksgiving Day | <input type="checkbox"/> Day after Thanksgiving | <input type="checkbox"/> Christmas Day |
| <input type="checkbox"/> Other | | |

*Employer paid holidays are not reimbursable under this Contract.

29. Projected Hours Per Month:

			<input type="text"/>
<input type="text"/> January	<input type="text"/> February	<input type="text"/> March	<input type="text"/> June
<input type="text"/> April	<input type="text"/> May	<input type="text"/> September	
<input type="text"/> July	<input type="text"/> August	<input type="text"/> December	
<input type="text"/> October	<input type="text"/> November		

30. Concurrence of the Collective Bargaining Agent:

Is the occupation in which the OJT is being offered subject to a collective bargaining agreement? Yes No

If yes, please indicate the name, title, and union affiliation of the appropriate bargaining representative below:

BARGAINING REPRESENTATIVE'S NAME: _____ TITLE: _____

UNION AFFILIATION: _____ SIGNATURE: _____

GENERAL PROVISIONS

This On-the-Job Training (OJT) Contract is between the Employer and Managed Career Solutions. Both parties agree to the terms and conditions set forth within this contract.

This Contract covering On-the-Job-Training provisions is made and entered into this _____ day of _____, by and between Managed Career Solutions, Service Provider of the Orange County One-Stop Center hereinafter called the "One-Stop" and _____ hereinafter called the "Employer."

The purpose of this Contract is to establish the general terms and conditions under which the One-Stop may refer individual WIOA participants ("the trainee") to above "Employer" to enable the WIOA participant to take part in an OJT as that term is defined under the Workforce Innovation and Opportunity Act.

1. **OJT DEFINITION:** In accordance with the WIOA, the term "on-the-job training" means training by an employer that is provided to a paid trainee while engaged in productive work. This training will:
 - Provide knowledge or skills essential to the full and adequate performance of the job;
 - Qualify for reimbursement to the employer up to approved percentage of the wage rate of the trainee, for the extraordinary costs of providing the training and additional supervision related to the training;
2. **EMPLOYER WILL HIRE, TRAIN AND COMMIT TO RETAIN:** The Employer will provide all necessary instruction, equipment, materials, and post-evaluation identified in Exhibit A: OJT Training Plan. The Employer agrees that upon successful completion of the OJT and OJT Training Plan, the trainee will continue to be employed as a regular full-time employee and as a regular member of the Employer's workforce. If the trainee's work performance is unsatisfactory during the term of the OJT contract, the Employer agrees to notify One-Stop at least five days prior to termination. The Employer agrees to provide specific information to the One-Stop of any problem(s) or reason(s) for intended termination and agrees to allow One-Stop to correct or mediate the matter. In the event of dismissal for serious violation of Employer policies, insubordination, coworker conflicts or other just cause the Employer must notify the One-Stop within 24 hours of the dismissal.
3. **PAYMENTS:** One-Stop service provider shall reimburse the employer on an amount not to exceed the maximum training reimbursement. Reimbursable wages shall not include undocumented payments to the OJT trainee. **No reimbursement shall be made** for work performed outside of the term of this Contract, or during periods of work stoppages, **fringe benefits which include paid holidays, sick leave, vacation leave or overtime.** The OJT employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under this OJT Contract. Wages must be paid by check or direct deposit to trainees. One-Stop service provider will use the invoice and payroll register provided by One-Stop or the employer's own, whichever is applicable. The employer representative will provide One-Stop service provider a signed letter stating they certify the payroll information provided is an accurate and authentic representation of their payroll records. Inaccurate or incomplete payroll records submitted more than thirty (30) days after the end of the training period may not be honored, at the sole discretion of One-Stop service provider. Copies of the record(s) are to be maintained along with a copy of this OJT Contract.

All reimbursement requests submitted by the employer representative shall be supported by business receipts, time and payroll records, and other records normally kept by the employer.
4. **TRAINEE ELIGIBILITY:** The trainee must not: a) possess the skills listed in Exhibit A: OJT Training Plan, b) have been hired, been offered employment or begun employment with the Employer prior to the development or execution of this Contract, c) have been employed previously by the Employer, or d) be a member of the Employer's immediate family, which shall include: wife, husband, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, step-parent, or step-child. 20 CFR 663.730

5. MAINTENANCE OF EFFORT AND LAYOFFS/RELOCATING ESTABLISHMENT/UNION AGREEMENTS: No currently employed worker of the Employer shall be displaced by the trainee (including partial displacements, such as reduction in the hours of non-overtime work, wages or employment benefits), nor shall the trainee be employed in a job opening when any other individual is on layoff from the same or any substantially equivalent job or when the Employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring the trainee.
29 CFR 37.6 (F). The hiring of the trainee under this contract may not infringe upon the promotional opportunities of currently employed individuals.

The Employer agrees that this Contract shall not impair existing or future collective bargaining agreements. The Employer also agrees that the trainee will not replace employees of the Employer who are not employed because of a labor dispute. The Employer further agrees to notify the One-Stop if a labor dispute occurs during the term of this Contract. No actions under the Contract, which would be inconsistent with the terms of a collective bargaining agreement, shall be undertaken without the written concurrence of the labor organization and Employer concerned.

6. RECORDS RETENTION/MONITORING AND AUDIT: The Employer agrees to maintain all records pertinent to this Contract including accurate daily time and attendance records showing hours worked and payroll records showing all deductions and wages paid for a period of three years from the date of the final invoice of this contract or until all audits are complete and findings on all claims have been finally resolved.

In the event that the Employer is unable to retain these records, such records shall be transmitted to the One-Stop for acceptance and filing in acceptable condition for storage. The Employer agrees that One-Stop, and or authorized Local, State, or Federal representative(s) have the right to periodically monitor on-site, to assure the validity and propriety of amounts claimed for reimbursement. The Employer further agrees that the payroll and time sheets and attendance records substantiate these claims: and that training is being provided as specified in Exhibit A: OJT Training Plan. This right also includes reasonable and timely access to personnel for the purpose of interviews and discussion related to the records of this OJT Contract.

The Employer further agrees to comply and cooperate with all audit surveys, audits, and/or requests by the State of California Department of Labor to secure an audit or an audit waiver in compliance with Public Law 97-300, Section 164 or Single Audit Act. Failure to comply with this section may result in a finding requiring the Employer to return the training reimbursement.

7. INSURANCE AND BONDING: The Employer agrees to provide Worker's Compensation and Liability Insurance coverage, automobile insurance if job training includes driving and bonding (if applicable) for the employee covered in this OJT Contract. The Employer agrees to obtain and keep in force during the term of this Contract a policy of; or be self-insured for, comprehensive public liability insurance. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.

8. TRAINEE WAGES: The OJT trainee shall be compensated by the employer at the same rates, including periodic increases not related to individual performance, as similarly situated employees, but in no event less than the highest of the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended, or applicable State or Local minimum wage laws. These wages are to be paid through the Employer's normal and customary pay procedures. Wages do not include tips or commissions for the purposes of this Contract. Employer agrees to be solely responsible for the trainee's payroll taxes.

Wages are monies paid by the employer to an OJT trainee for work the OJT trainee performs. Tips, commissions, and piece work are not considered wages and are not eligible for reimbursement.

9. TECHNICAL ASSISTANCE/FOLLOW UP: The One-Stop will provide assistance to both the Employer and the trainee throughout the OJT contract term. The One-Stop shall provide follow-up assistance after the completion of training. The One-Stop will make periodic visits as needed for the purpose of assisting the trainee and the Employer with any identified barriers to successful completion of the OJT contract.

10. **EEO/AFFIRMATIVE ACTION:** No person shall be denied employment, excluded from benefits, or suffer discrimination under this Contract because of race, color, religion, sex, national origin, age, disability or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Condition (ARC), political affiliation or belief, or solely because of his/her status as a trainee under this Contract. The Employer agrees to comply with the California Fair Employment and Housing Act and all applicable Federal, State, and local laws including requirements of the Americans with Disabilities Act.
11. **HEALTH AND SAFETY:** The Employer agrees to provide a healthy and safe work environment and agrees to maintain the training site in full compliance with the CAL/OSHA Regulations.
12. **SECTARIAN/POLITICAL ACTIVITIES PROHIBITED:** The Employer certifies that funds provided in accordance with this Contract shall not be used to provide for the advancement of or aid to any religious sect, church or creed, or sectarian purpose nor will such funds be used to help support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination, as specified by Article XVI, Section 5, of the California Constitution, regarding use of public funds for sectarian purposes. The Employer agrees to the requirement that no funds received under this Contract may be used to promote political activities.
13. **TERMINATION OF THE CONTRACT FOR NON-PERFORMANCE:** Failure on the part of the Employer to comply with any of the terms and conditions of this Contract shall constitute grounds for immediate cancellation of this OJT Contract.
14. **FUNDING SOURCE:** Employer reimbursement is contingent upon funding of the One-Stop by the State of California Workforce Innovation and Opportunity Act (WIOA).
15. **HOLD HARMLESS:** The Employer shall hold the One-Stop service provider, and its officers, its employees, and funding sources harmless for any and all liabilities and claims of any kind, including costs and expenses, on account of any suits or damages, including death, sickness, or injury to persons or property from any cause whatsoever arising from or connected with the operations or the services of the Employer, his agents, representatives of or employees. The Employer shall assume full liability for any adverse judgments (including back pay judgments) emanating from a complaint or non-compliance or fraud, negligence, or abuse found against the employer.
16. **TRAINING LENGTH:** An OJT must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration must be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. No OJT Contract will be written with a training period of more than 500 Hours. Exceptions may be made on a case by case basis.

The Parties agree to all activities to be conducted under the terms of this Contract and Exhibit A: OJT Training Plan. This OJT Contract shall be governed by the Workforce Innovation and Opportunity Act (WIOA), applicable WIOA Regulations, including amendments or revisions.

Employer:	<i>Authorized Signature</i>	<i>Date</i>	<i>Print Name</i>	<i>Title</i>
Employer:	<i>Alternate Authorized Signature</i>	<i>Date</i>	<i>Print Name</i>	<i>Title</i>
One Stop Representative:	<i>Representative Signature</i>	<i>Date</i>	<i>Print Name</i>	<i>Title</i>
Fiscal Representative:	<i>Representative Signature</i>	<i>Date</i>	<i>Print Name</i>	<i>Title</i>

The Orange County One-Stop Center, supported by the County of Orange and the Orange County Workforce Investment Board, is a WIOA Title I financially assisted and equal opportunity employer/ program. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made at least 48 hours prior to the event by calling the California Relay Service TTD/TTY 1-800-735-2922 or 711