

On-the-Job Training/Customized Training Agreement

Agreement Number: _____

This On-the-Job Training (OJT)/Customized Training Agreement (Agreement) is between the **Economic Development Agency, Workforce Division**, referred to in this Agreement as the EDA/WD and **(enter name of employer here)** referred to in this Agreement as (Employer). Both parties agree to the Agreement terms as set forth below. The Agreement term commences on **(enter start date here)** and terminates on **(enter end date here)**.

OJT/CUSTOMIZED TRAINING EMPLOYEE (PARTICIPANT) INFORMATION

OJT/CUSTOMIZED TRAINING Employee(s): _____ SS## _____

TRAINING - REIMBURSEMENT - CONTACT PERSON

Type of Training: _____ O*Net Code: _____

Hourly Wage: _____ Reimbursement: _____

Total Training Hours: _____ Maximum Training Reimbursement: _____

EDA/WD Contact: _____ Phone: _____

EMPLOYER INFORMATION:

Legal Business Name: _____

Owner/Officer: _____ Phone: _____

Person in charge of training: _____ Phone: _____

Alternate in charge of training: _____ Phone: _____

Training Location: _____

Billing Address (if different): _____

Employer's FEIN #: _____ State ID #: _____

Industry: _____

of employees working for employer: _____

of (WIA) OJT/CUSTOMIZED TRAINING Employees working for Employer: _____

Is the company new or expanding? Yes No Length of time in business at this address: _____

Has the company relocated the business within the last 120 days: Yes No

Standardized Pre-Award Review has been completed: Yes No N/A

TRAINING

1. The OJT/CUSTOMIZED TRAINING Agreement must be completed and signed before the OJT Employee or CUSTOMIZED TRAINING Employee(s) starts the OJT/CUSTOMIZED TRAINING.
2. The Employer shall comply with all applicable local, state and/or federal laws and ordinances as listed in Exhibit A.
3. EDA/WD and Employer will develop the skills to be trained which will be listed in the table below. Upon completion of training, EDA/WD will provide the "On-The-Job Training/Customized Training Evaluation and Invoice" form as shown in sample attached as Exhibit B. The Employer must complete the Training Evaluation section of the form. EDA/WD shall pay the Employer within 45 days of receipt of the completed form and required documentation supporting the request for payment.

Training Plan

Occupation:	O*Net Code:	SVP Code:
Job Description:		
Starting Wage:	Wage on Completion :	Work Schedule:
Training Site:	Training Supervisor:	Telephone Number: Email Address:

Skills to be Trained	Method of Training	Method of Evaluation

4. The OJT/CUSTOMIZED TRAINING Employee shall be the Employer's employee, shall be on the Employer's payroll, will be entitled to the same consideration and be governed by the same policies as other employees.
5. The Employer certifies that this is not a temporary or seasonal job and that wages are not based on commission or piecework. Upon satisfactory job performance by the OJT/CUSTOMIZED TRAINING Employee he/she will be hired by the Employer, without subsidy, upon completion of the OJT/CUSTOMIZED TRAINING period.

6. The Employer will provide an orientation to the OJT/CUSTOMIZED TRAINING Employee that covers the Employer's rules, expectations, safety information and benefits.
7. If the Employer requires regular employees in this position to provide their own tools, the employer will provide the EDA/WD with a list of the required tools and/or equipment. Any tools or equipment purchased with WIA funding become the property of the OJT/CUSTOMIZED TRAINING Employee.

FISCAL

8. The EDA/WD shall reimburse the Employer an amount not to exceed **(Enter Amount)**. Reimbursable wages will not include cash or any otherwise undocumented payments to the OJT/CUSTOMIZED TRAINING Employee.

On-the-Job Training Payment Calculation

Training Hours	Training Wage	Reimbursement Rate (Training Wage X reimbursement percent)	Total Payment (Training hours X reimbursement rate)
Hours:	\$	\$	\$

Customized Training Payment Calculation

Total Training Cost	Reimbursement Rate (Total Training cost X reimbursement percent)	Total Payment (Training hours X reimbursement rate)
\$	\$	\$

9. Payment cannot be made for work performed before or after the OJT/CUSTOMIZED TRAINING period, fringe benefits which include paid holidays, sick leave or vacation leave or during periods of work stoppages. EDA/WD will not reimburse employer for overtime.
10. The Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT/CUSTOMIZED TRAINING Agreement. The Employer shall retain all OJT/CUSTOMIZED TRAINING Employee payroll records, fringe benefits and personnel records for three (3) years after the end of the training period.
11. The Employer agrees that records which are directly related to the OJT/CUSTOMIZED TRAINING Agreement are subject to review by the EDA/WD or other authorized entities upon reasonable notice to the Employer.
12. The Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT/CUSTOMIZED TRAINING activity. Prior to executing this Agreement, the Employer agrees to provide the EDA/WD copies of insurance instruments or certifications from the bond/insurance issuing agency.

ADDITIONAL TERMS

13. The Employer certifies that they are financially solvent on the date of this Agreement, and the Employer's best projection is that they will remain financially able to meet Agreement obligations at the end of the training period.
14. The Employer and agents and employees of the Employer, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of EDA/WD or the County of Riverside. Trainees shall not in any way be considered to be officers, employees or agents of EDA/WD or the County of Riverside.
15. The Employer agrees to comply with nondiscrimination and equal opportunity provisions.
16. No fees shall be charged to any OJT/CUSTOMIZED TRAINING Employee or Employer for referral or placement services relative to this OJT/CUSTOMIZED TRAINING Agreement.
17. All services to be rendered or performed by the Employee under this Agreement shall be performed or rendered entirely at the Employer's risk.
18. The Agreement may be terminated or funds suspended in whole or in part for cause, including failure of the Employer to comply with the terms or conditions of the Agreement.
19. Either party may terminate this Agreement at any time by certified mail or in person to the other party with a ten (10) day advance written and signed notice of intent to terminate.
20. This Agreement may be amended by the mutual written agreement of the parties.
21. The individual signing this Agreement on behalf of the Employer is the Employer's authorized agent and certifies that all the information listed above is correct.

I agree to all of the conditions contained in this On-the-Job Training/Customized Training Agreement:

For the EDA/WD:

For the Employer:

Signature

Signature

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
Economic Development Agency, Workforce Division
Federal Regulations for OJT/CUSTOMIZED TRAINING Activities

The Employer assures that the CUSTOMIZED TRAINING will be conducted with a commitment to employ, or in the case of incumbent workers, continue to employ, an individual on successful completion of the training. 20 CFR 663.715(b)

The Employer understands that the use of the sliding scale for calculation of the CUSTOMIZED TRAINING reimbursement is contingent upon approval of annual waiver requests. WIA Sec. (101)(8)(C), 20 CFR 661.420 and EDD Directive WSD07-8

The Employer shall provide worker's compensation coverage for the OJT/CUSTOMIZED TRAINING Employee and assures that the training shall be provided in accordance with WIA Sec. 181 (a)(1)(A), WIA Sec. 181 (b)(2), (3), (4) and (5), WIA Sec. 188, 20 CFR 667.272 and 206(A)(1) of the Fair Labor Standards Act.

The Employer assures that they have not violated any of the following within the last three years: a) anti-discrimination statutes; b) labor and employment laws; c) environmental laws; or d) health and safety laws. 29 CFR 37.38(b)

The Employer assures that they have not been debarred or suspended in regard to federal funding. 29 CFR Part 98

The Employer further assures that OJT/CUSTOMIZED TRAINING funds will not be used to assist, promote or deter union organizing. 20 CFR 663.730

The Employer certifies that no member of the OJT/CUSTOMIZED TRAINING Employee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT/CUSTOMIZED TRAINING Employee. 20 CFR 667.200(g)

The Employer assures that wage and labor standards will be observed and will pay the OJT/CUSTOMIZED TRAINING Employee at the same rates, including periodic increases, and benefits as trainees or employees who are in similar jobs. Such rates shall be 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 or the applicable state or local minimum wage law. WIA sect. 181(a)(1)(A)

The Employer assures that the OJT/CUSTOMIZED TRAINING Employee will not be required to participate in political activities. WIA sec. 195(6) and 20 CFR 668.630(f)

The Employer assures that the OJT/CUSTOMIZED TRAINING Employee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or will be used for sectarian instruction or as a place for religious worship. 29 CFR 37.6(f)

The Employer assures that the OJT/CUSTOMIZED TRAINING Employee will not be working in any position where another person was laid off or when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT/CUSTOMIZED TRAINING is created in a promotional line that infringes on opportunities of current employees. The OJT/CUSTOMIZED TRAINING position cannot be in conflict with any collective bargaining Agreement. 20 CFR 667.270 and WIA Sec. 181(b)(2)

Exhibit B

**Economic Development Agency, Workforce Division
On-the-Job Training/Customized Training Evaluation and Invoice**

Business: _____
 Address: _____
 Contact Name: _____ Telephone: _____
 Trainee Name: _____ Trainee SSN: _____
 Occupation: _____ O*Net Code: _____ Hours Completed: _____
 % of Training Completed: _____ Wages at start of training: _____ Wages at conclusion of training: _____

Training Evaluation

(Please rate the Trainee's performance as a "2", "1" or "0" and total the points)

Training Skills	2 Performance Exceeds Standards	1 Performance Meets Standards	0 Performance is Below Standards
Column Totals			

Total Possible Score (Number of skills X 2)	
Total Score (Sum of the column totals)	
Proficiency Rating (Total score divided by total possible score)	

- I am requesting reimbursement for completion of all the training.
- I am requesting a partial reimbursement for completion of _____% of the training for a total amount of \$_____ (Partial payment is the percent of skills completed X the dollar amount of the payment).

PLEASE NOTE THIS FORM MAY BE FOUND ON THE INTRANET AT THE FOLLOWING LOCATION: <http://www.rceda-webzone.com/Default.aspx?tabid=513>

If the business was unable to provide all of the training, please explain below;

The Trainee has received training in the skills as or classroom training outlined in the training plan and has received an overall proficiency rate of "Meets Standards" or has completed classroom Instruction.

I certify that the above information is correct. I am requesting payment in the amount of \$_____ according to the terms of the On-the-Job Training/Customized Training Agreement

Signature of Employee

Date

Name of Employee

Address of Employee

City, State, Zip

Telephone Number

Business Signature

Date

EDA/WD Signature

Date

EDA/WD Manager Signature

Date

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