

**FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD  
ON THE JOB TRAINING WORKSITE AGREEMENT**

This Worksite Agreement describes the terms and conditions between \_\_\_\_\_ (WIOA Provider of Services) **and** \_\_\_\_\_ (Employer). The Effective Date of this agreement is: \_\_\_\_\_ to \_\_\_\_\_.

WIOA Provider of Services Address: \_\_\_\_\_; Phone: \_\_\_\_\_; Email: \_\_\_\_\_

Employer Address: \_\_\_\_\_; Phone: \_\_\_\_\_; Email: \_\_\_\_\_

Participant Name: \_\_\_\_\_; State ID #: \_\_\_\_\_; Maximum Hours: \_\_\_\_\_

Hourly Wage: \_\_\_\_\_; FRWDB Contribution (%): \_\_\_\_\_

Total Agreement Amount: \$ \_\_\_\_\_. Employee hourly wage must be equal to or more than the current California/local minimum wage.

**Approvals**

**Participant**

I hereby acknowledge that the On the Job Training activity described in the attached training plan is within my occupational interest. Furthermore, I have reviewed and accept all conditions as outlined in the training plan and this agreement.

\_\_\_\_\_  
**Print Participant's Name**                      **Participant's Signature**                      **Date**

**Employer**

I have read and received a copy of this OJT Agreement and General Provisions and fully understand and agree to abide by the terms and conditions of these provisions. To the best of my knowledge, the information I have provided to the Provider of Services is true and accurate. The Parties agree that all activities are to be conducted under the terms of this Agreement, the General Provisions, and the attached Training Outline. The WIOA and applicable WIOA Regulations, including amendments or revisions, will govern this OJT Agreement and General Provisions.

\_\_\_\_\_  
**Print Employer's Name**                      **Employer's Signature**                      **Date**

**Provider of Services**

I hereby acknowledge and accept all conditions as set forth in this agreement, the general provisions and the On the Job Training plan.

\_\_\_\_\_  
**Provider of Services Name**                      **Provider of Services's Signature**                      **Date**

## A. GENERAL PROVISIONS

1. **GENERAL:** The Employer of Record (hereafter referred to as Employer) will provide all necessary instruction, equipment, materials, and post-evaluation identified in the Training Plan. The Employer agrees that upon successful completion of the OJT and Training Plan, the Workforce Innovation and Opportunities Act (WIOA) Participant (hereafter referred to as Trainee) will obtain from the employer a Performance Review, and will continue to be employed as a regular full time employee and as a regular member of the Employer's workforce. If at any time during the term of the OJT Agreement, the trainee's work performance is unsatisfactory, the Employer agrees to notify the Provider of Services at least five (5) days prior to termination. The Employer agrees to provide specific information to the Provider of Services of the problem(s) and reason(s) for intended termination and agrees to allow the Provider of Services to correct or mediate the matter, excepting those that are clear violations of established company policy. In the event of dismissal for serious violation of Employer policies, insubordination, co-worker conflicts, or other just cause, the Employer must notify the Provider of Services within 24 hours of the dismissal.
2. **PAYMENTS:** The Employer agrees to invoice the Provider of Services for training costs in an amount not to exceed the maximum amount indicated in the Agreement. Reimbursement will not be made for overtime hours, vacation, sick leave, holidays not worked, fringe benefits, shift differential, retirement benefits or any other non-work time. All invoices except the final invoice for reimbursement must be completed through the last day of the month and submitted to the Provider of Services within five working days thereafter. The final invoice must be completed through the last day the employee worked and must be submitted to the Provider of Services within five working days thereafter.
3. **FISCAL AGENT:** The Fresno Area Workforce Investment Corporation (FAWIC) is the fiscal agent for its Provider of Services under the terms of the Training Agreement and is responsible for reimbursement to the employer for the cost of training only.
4. **NEW EMPLOYEE ELIGIBILITY:** The new employee trainee must not: **a)** possess the skills listed in the Training Plan, **b)** have been hired, offered employment or started employment with the Employer prior to executing the OJT Agreement and these Provisions, **c)** have been employed previously by the Employer, or **d)** be a member of the Employer's immediate family including; wife, husband, son, daughter, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, step-parent, or step-child. **Employed workers** may be eligible for an OJT if: a) the employee is not earning a self sufficient wage as determined by the FRWIB, b) all the requirements of these Provisions, excluding 4b aforementioned, are met, and c) the OJT relates to the introduction of new technologies, production, or service procedures, upgrading to new jobs requiring additional skills, workplace literacy, or other appropriate purposes identified by the WIB.
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 displacement such as reduction in the hours of non-overtime work wages or employment benefits), nor, shall the trainee be employed in a job opening while 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. The hiring of the trainee under this Agreement may not infringe upon the promotional opportunities of currently employed individuals. The Employer agrees that this agreement 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 due to labor dispute and further agrees to notify the Provider of Services and FRWIB if a labor dispute occurs during the term of this Agreement. No action shall be taken under this agreement that would be inconsistent with the terms of a collective bargaining agreement without the written concurrence of the labor organization and Employer concerned. The WIOA prohibits on-the-job training with an Employer whose relocation of facilities or portions of facilities resulted in loss of employment by any employee at the original site, until 120 days after commencement of operations at the relocated site.
6. **RECORDS RETENTION/MONITORING AND AUDIT:** The Employer agrees to maintain all records pertinent to the Agreement, 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 Agreement 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 Provider of Services for acceptance and filing in satisfactory condition for storage. The Employer agrees that the Provider of Services, FRWIB, and/or authorized local, State or Federal representative(s) have the right to periodically monitor on-site, to assure the validity and propriety of any amount claimed for reimbursement. This right also includes the reasonable and timely access to Employer personnel for the purpose of interviews and discussion related to the records of the OJT agreements. The Employer further agrees that any claim for reimbursement will be substantiated by the payroll time and attendance records, or other appropriate records, and that training will be provided as specified in the Training Outline. The Employer further agrees to comply and cooperate with all audit surveys, audits, and/or requests by the State of California or Department of Labor to secure an audit or an audit waiver in compliance with Public Law 113-128, Section 184 and Title 2 CFR Part 200, Sub Part F, Section 200.500. Failure to comply with this section may result in a finding requiring the Employer to return any or all training reimbursements.

7. **INSURANCE AND BONDING:** The Employer agrees to provide Worker's Compensation and State Unemployment Insurance benefit coverage, automobile insurance (if job training includes driving) and bonding (if applicable) for the employee covered in the OJT Agreement. The Employer certifies that proper liability insurance covering all WIA trainees for property damage and liability will be in full force and in effect throughout the training period.
8. **TRAINEE WAGES:** The OJT trainee shall be compensated by the Employer at the same rate as similarly situated employees, including periodic increases not related to individual performance. This amount must comply with applicable State and local minimum wage laws, and in no event shall be less than the highest minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended. These wages are to be paid through the Employer's usual and customary pay procedures. For the purpose of this agreement, wages do not include tips or commissions. The Employer agrees to be solely responsible for the trainee's payroll taxes.
9. **TECHNICAL ASSISTANCE/FOLLOW-UP:** The Provider of Services and/or FRWIB will provide assistance to both the Employer and the WIA customer throughout the term of the OJT Agreement. The Provider of Service will make periodic visits as needed for this purpose and assist the Employer and trainee overcome any identified barriers and to ensure successful completion of the OJT Agreement. The Provider of Services shall provide follow-up assistance after the completion of training.
10. **EEO/AFFIRMATIVE ACTION:** No person shall be denied employment, excluded from benefits, or suffer discrimination under this Agreement because of race, color, religion, sex, gender identification, national origin, age, disability, 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 Agreement. The Employer agrees to comply with the Fair Employment Practice Act and all applicable Federal, State and local laws including requirements of the Americans with Disabilities Act.
11. **HEALTH and SAFETY and the AMERICANS with DISABILITIES ACT (ADA):** The Employer agrees to provide a healthy and safe work environment and agrees to maintain the training site in full compliance with the ADA and CAL/OSHA Regulations.
12. **SECTARIAN/POLITICAL ACTIVITIES PROHIBITED:** In compliance with WIOA prohibitions, the employer agrees not to use any funds received under the OJT Agreement for religious instruction, worship, or to promote political activities.
13. **TERMINATION OF THE AGREEMENT FOR NON-PERFORMANCE:** Failure on the part of the Employer to comply with any of the terms and conditions of this Agreement shall constitute grounds for immediate cancellation of this or any OJT agreement.
14. **FUNDING SOURCE:** Employer reimbursement is contingent upon funding of the FRWIB by the State of California and Department of Labor.
15. **HOLD HARMLESS:** The Employer shall hold the Provider of Services and FRWIB, their officers, agency employees, and funding sources harmless for any and all liabilities and claims of any kind. This includes 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, or representatives of employees. The Employer shall assume full liability for any adverse claims (including back pay judgments) originating from complaint, non-compliance, fraud, negligence, or abuse found against the Employer.
16. **DELEGATIONS/SUBCONTRACT:** The Employer shall not subcontract or assign training duties to other entities under this agreement without the written permission of the Provider of Services and the FRWIB.
17. **AFFORDABLE CARE ACT:** The Employer must comply with all applicable provisions of the Affordable Care Act.
18. **HEALTHY WORKPLACES, HEALTHY FAMILIES ACT OF 2014:** The Employer must comply with all applicable provisions of the Healthy Workplaces, Healthy Families Act of 2014.
19. The Employer of Record certifies that they are (check one) a Corporation \_\_\_\_, a Partnership \_\_\_\_, a Sole Proprietorship \_\_\_\_, their Federal Tax ID # or Social Security # is \_\_\_\_\_, the name as listed on their Federal tax ID form is \_\_\_\_\_, and that their principal place of business is located at \_\_\_\_\_ CA. \_\_\_\_\_  

Street Address
Town
ZIP Code

**On the Job Training Employment Plan Outline / Employer Evaluation Form**

**Participant Name** \_\_\_\_\_ **Employer Name** \_\_\_\_\_

**Job Title** \_\_\_\_\_ **ONET3 Code** \_\_\_\_\_ **Agreement #** \_\_\_\_\_ **State ID #** \_\_\_\_\_

**Billing Period:** **Start Date** \_\_\_\_\_ **End Date** \_\_\_\_\_ **Total Hours of Training** \_\_\_\_\_

Describe Training Objectives	Describe Tasks	% Time	Monthly Evaluation	
			Employer Rating	Comments
Employer Signature _____		Date _____		

Corrective Action Plan (for any training objective rated below 2)

Participant Comments

I hereby certify that the rating and any corrective action plan has been reviewed with me and that I am being trained as described in my Training Outline.

Participant Signature

Date

## OJT Employment Plan Outline and Employer Rating Guide Instructions

1. The POS staff should work directly with the employer to create an accurate training plan outline that addresses the skills the participant needs to obtain to meet the requirements of the position. The outline should be based on the actual job description from the employer. If the employer does not have a job description, the POS staff should work with the employer to create one.
2. Basic skills and/or soft skills should not be included. In no event should the outline include skills that the participant already possesses and/or be copied from the job's duties listed in O-Net.
3. Upon implementation of the OJT, an authorized employer representative must complete the evaluation section of the form. The employer must provide an evaluation for each training objective on the form to be achieved during the OJT. An initial evaluation must be completed at the completion of the second week of employment, and on a monthly basis from the second week to the last day of the agreement. If the participant receives a 1 for any of the duties listed on the plan, the BAS must implement the Corrective Action Process, as described in the OJT Operational Directive.
  - a. **See page 9 of the OJT OD when implementing the corrective action process.**
4. The POS staff is required to review the rating scores with the participant each month.
5. The participant is required to enter comments in the box at the bottom and sign and date the evaluation form each month. If the participant chooses not to make any comments the job seeker must write "no comments" in the comment section.
6. Completed evaluations must be scanned with the monthly Reimbursement Invoice form in order for payments to be processed.
7. **Employer rating Guide:**
  - 1 = Participant has not made satisfactory progress,
  - 2 = Participant is making progress, but at a less than satisfactory level,
  - 3 = Participant is performing at a satisfactory level,
  - 4 = Participant has acquired competency in the occupational skills - final Invoice only.

## VERIFICATION OF SAFETY TRAINING

PARTICIPANT NAME: \_\_\_\_\_

WORKSITE NAME: \_\_\_\_\_ CONTRACT # \_\_\_\_\_

**The Worksite Supervisor must complete this form within the first week of training.**

My signature below attests that:

1. The facility has a written safety policy that applies to this worksite.
2. A qualified instructor has provided this participant:
  - a. Training on the worksite's safety rules and regulations.
  - b. Detailed instructions in the use of all the tools, equipment, and machinery listed in Section A. which this participant will utilize in the performance of his/her job.
  - c. Training in emergency procedures.
  - d. Training in the Worksite Supervisor's Injury and Illness Prevention Program (IIPP), emergency action and fire prevention plans, and all other site-specific safety rules and safety and health programs pertinent to this participant's work assignments.
3. This worksite shall abide by all applicable ADA and CalOSHA safety regulations.
4. This worksite shall prohibit this participant from using any tools, equipment, and machinery for which training has not been provided.

A. The following is a complete list of all tools, equipment, and machinery this participant will utilize in the performance of his/her job:

<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

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**Worksite Supervisor Signature**

**Date**

I have been trained in the use of all tools, equipment, and machinery listed above, and I agree to use only those tools, equipment, and machinery on which I have been trained. I have also been given an orientation on the worksite's safety policies.

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**Participant Signature**

**Date**