

Office of Economic and Workforce Development Workforce Development Division



OEWD FORM 122: ON-THE-JOB TRAINING PROPOSAL

I. EMPLOYER INFORMATION:

| | | | |
|--|--|--|------------------|
| Company: | | Telephone No.: | |
| Address: | | Training Site (if different): | |
| Name & Title of Contact Person: | | Individual(s) Authorized to Sign Invoices: | |
| Federal Employer Identification Number: | | State Identification Number: | |
| Workers' Compensation Policy Carrier (copy of policy is required for OJT Agreement): | | Compensation Policy No: | Expiration Date: |
| Number of full-time employees: | Incorporated: YES <input type="checkbox"/> NO <input type="checkbox"/> | | |

II. TRAINING PROGRAM DATA:

| A | B | C | D | E | F |
|-----------------------|------------------------------|---------------------|-----------------------|---------------------------------|-----------------------|
| Proposed Job Title(s) | Employer Wage Rate (\$/hour) | Number of Positions | Rate of Reimbursement | Total Training Hours (max 1040) | Maximum Reimbursement |
| | | | 50% | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |

Note: Training duration is not to exceed 6 months. Reimbursement will not be provided for non-regular pay (i.e. overtime, etc).

TOTAL PROPOSED AMOUNT (B x C x D x E) or (F): \$ _____

III. ORGANIZED LABOR CONCURRENCE: (If under collective bargaining agreement)

Concurrence Given By _____
Name of Union Representative

Title: _____ Date: _____

IV. EMPLOYER'S CERTIFICATION AND AGREEMENT:

I certify to the best of my knowledge that the information indicated is true and correct and that I intend to pay 50% of the participant's wages during the training period and retain the participant(s) at the end of the subsidized training period if satisfactory performance is maintained. **I am also aware of my responsibilities as stated in this Proposal and the accompanying Assurances (attached), should I subsequently enter into an OJT Contract Agreement.**

Signature of Authorized Employer Representative: _____

Title: _____ Date: _____

Mail or Deliver to: **Attn: OJT Training Proposal
 OEWD, Workforce Division
 1 South Van Ness Ave 5th Floor
 San Francisco, CA 94103**

For general question - contact:
 OJT Coordinator
 (415) 701-4848

ASSURANCES

As a condition of the On-The-Job Training Agreement, the employer agrees to:

1. Insure that individuals selected for training are eligible for the OJT program prior to the starting date of this contract (selecting a participant referred by an agency contracted with the San Francisco Office of Economic and Workforce Development will fulfill this requirement).
2. Fill the training positions within 30 calendar days of the contract's start date. Funds obligated for training positions that are still unfilled after 30 calendar days may no longer be available.
3. Hire the participant at the beginning of the contract period (after the contract has been approved and the participant has been certified eligible). Displacement of currently employed workers or infringement of promotional opportunities is prohibited. (WIA 667.270(a))
4. Ensure that training will be in accordance with laws and regulations governing safety and health standards applicable to the worksite.
5. Prepare OJT Trainee Timesheets (with original signatures and supporting documentation) at the end of each month to reflect activity during that month, and send these timesheets to the agency that referred the trainee to you by the 5th of the following month. The timesheets should reflect the total number of hours the trainee worked during the month (not including paid or unpaid time off).
6. Timesheets and all corresponding supportive documents submitted after the 30th business day of OJT completion is considered a breach of contract. Reimbursement after the 30th day is at the sole discretion of the contractor.
7. Maintain copies of invoices, payment records, timesheets and records of training provided under this contract for a period of three years after the training specified in this contract has been completed, and make these records available as necessary to staff from OEWD, the State, and the U.S. Department of Labor.
8. Make all required payroll deductions and appropriate tax and withholding payments to Federal and State authorities as required by law.
9. Provide comprehensive general liability insurance protection, and, if the Employee will operate a motor vehicle as part of his/her job responsibilities, shall also provide comprehensive automobile liability insurance. Employer shall provide evidence of this insurance coverage to the City upon request.
10. Adhere to the Minimum Wage Ordinance and provide the participants with the same benefits and working conditions (including health benefits and workers' compensation), as received by other employees of the firm working a similar length of time performing similar work.
11. Complete, with the assistance of agency staff, the OJT Completion Evaluation at the end of the contract.
12. Employer will comply with the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, and with Workforce Investment Act prohibitions against sectarian activities.
13. Include, only if applicable, a copy of the company's apprenticeship standards or a letter stating the intention to develop a formal apprenticeship programs with assistance from an appropriate apprenticeship representative. The letter must also contain a statement that the participants(s) enrolled in apprenticeship occupations will be given an opportunity to advance to journey status. This is required in those instances where the training being offered is in an occupation that appears on the list of recognized apprenticeship trades as published by the Department of Labor or State Apprenticeship Council. Should a formal apprenticeship program fail to be developed with assistance from an apprenticeship representative, this agreement will be modified to make certain that it reflects the actual job(s) provided.