

# Office of Economic and Workforce Development Workforce Development Division



## OEWD Form 124: OJT CONTRACT AGREEMENT

CONTRACT NO.: \_\_\_\_\_ MODIFICATION NO.: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR	EMPLOYER
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This agreement and all of the attachments (including Assurances, OJT Training Proposal and OJT to it have been examined and approved by the authorized representatives of the "Contractor" and of the "Employer" and these persons have placed their signatures at the bottom of this page. When so executed, this agreement becomes a binding contract between the "Contractor" and the "Employer" on the beginning date of the "Contract Period" indicated below.

**A. FUNDS OBLIGATION**

The total funds obligated pursuant to this agreement are: \$ \_\_\_\_\_.

**B. CONTRACT SCOPE**

A	B	C	D	E
Job Title(s) to be Hired and Trained <i>(from attached OEWD Form 122)</i>	Employer Wage Rate	Rate of Reimbursement	Total Training Hours	Maximum Reimbursement
	\$	<b>50%</b>		\$
	\$			\$
	\$			\$
	\$			\$

**C. CONTRACT PERIOD**

This contract covers the period from \_\_\_\_\_ to \_\_\_\_\_ and is not to exceed \_\_\_\_\_ training hours.

**D. MODIFICATION (if applicable)**

A contract agreement modification must be completed if there is a change in a) cost; b) program design; c) budget; d) length of training in hours; e) acquired skills; or f) employer wage rate. A modification must be completed before changes are implemented and at least two (2) weeks prior to contract termination.

This modification:      Increases total funds previously obligated by \$ \_\_\_\_\_  
                                    Decreases total funds previously obligated by \$ \_\_\_\_\_

New total contract amount of \$ \_\_\_\_\_      Does not change the funds previously obligated.

The effective date of this modification is: \_\_\_\_\_.

**PURPOSE OF THE MODIFICATION:** (attach new Training Proposal or Training Outline as appropriate)

**APPROVED BY WIA TRAINING FUND MANAGER:**

**APPROVED BY EMPLOYER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

## 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 10<sup>th</sup> 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 30<sup>th</sup> business day of OJT completion is considered a breach of contract. Reimbursement after the 30<sup>th</sup> 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.