



Contract Number: SCWIOA (201 or 501) plus last 4 of SSN for the Participant

**On-The-Job Training (OJT) Contract
Workforce Innovation and Opportunity Act**

Funding Category: Choose an item.

This contract is entered into between Goodwill Central Coast, herein after referred to as GCC and **EMPLOYER NAME** herein after called EMPLOYER.

The GCC and the EMPLOYER agree:

1. The term of this agreement shall begin on [Click here to enter a date.](#) and shall be completed on or before [Click here to enter a date.](#)
2. The EMPLOYER shall hire and train **PARTICIPANT NAME** _____
(Trainee) (WIOA#(last 4 of SSN of Participant))

In the occupation and in accordance with the training plan as specified in Exhibit A of this contract. All trainees will be certified by GCC prior to entry into training. Trainees cannot be employees of the EMPLOYER prior to eligibility certification and execution of this contract.

The EMPLOYER shall not place a person in training prior to the agreed upon starting date and the reimbursable training shall be completed by the ending date as stated in the contract, unless an extension has been applied for and approved by GCC.

3. GCC agrees to reimburse the EMPLOYER for training costs, which shall be deemed to be in compensation for the extraordinary costs associated with training and in compensation for the costs associated with the lower productivity of the participant.

Maximum cost reimbursable to the EMPLOYER shall be an amount not to exceed \$_____ includes maximum training reimbursement plus specified additional costs in accordance with cost computation specified below. Reimbursement is limited to costs incurred during the basic workweek and will be based upon the actual hours worked by the trainee excluding overtime. Paid vacation, sick leave and paid holidays do not constitute hours worked by the trainee and cannot be reimbursed by GCC.

If the EMPLOYER regularly pays employees in a situation similar to the trainee(s) for holidays, then the EMPLOYER shall also pay the trainee(s) for such holidays. However, the EMPLOYER will not be reimbursed by GCC for such costs. Reimbursement to the EMPLOYER shall not, under any circumstances, exceed **8 hours per day or 40 hours per week.**

Reimbursement to the EMPLOYER for trainee hours worked shall not, under any circumstances, exceed **Percentage Rate** percent of the actual wages (excluding overtime and holidays) paid to the trainee during the term of this contract.

4. PAYMENT SCHEDULE: EMPLOYER shall submit timecards and monthly progress reports as provided by GCC, verifying hours and other costs to be reimbursed, for payment every 30 days for costs reimbursable to EMPLOYER under the terms of this contract within fifteen (15) business days of the reimbursement period to GCC. Forms and reporting instructions will be provided by GCC.



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5. COST COMPUTATION for Trainee: **PARTICIPANT NAME** _____
 (Trainee) (WIOA#(last 4 of SSN of Participant))

A	B	C	D	E	F	G	H
Position	Hourly Rate	Training Period	Training Hours	Reimbursement Rate	Approximate Hours Per Week	Maximum Reimbursement B x D x E	*Additional costs, if any
				50%			

* Additional training costs paid by Goodwill Central Coast include: (Supportive Services) to the participant.

6. During training, the EMPLOYER shall insure that each trainee:

- a. Is on the EMPLOYER'S payroll.
- b. Is provided no less than **30 scheduled hours per week**.
- c. Receives the same benefits as the EMPLOYER'S other employees performing similar work, including unemployment insurance benefits, if applicable.
- d. Is paid the salary and receives training for the occupation as specified in Exhibit A.
- e. Is provided worker's compensation insurance coverage.
- f. Is provided with safety instructions and equipment necessary for reasonable protection against injury.

7. The location of the Trainee's place of work and the person(s) in charge of training will be:

- a. **Location:** Click here to enter text.
Click here to enter text.
- b. **Training Supervisor:** Click here to enter text. **Title:** Click here to enter text. **Phone:** Click here to enter text.

8. COLLECTIVE BARGAINING GCC CONCURRENCE

When a collective bargaining agreement exists, concurrence from the collective bargaining organization is necessary. Does the EMPLOYER have a collective bargaining agreement?

YES [] NO [] N/A [] If yes, complete the following:

Name of Union: _____ Local No. _____

Concurrence for this On-the-Job Training agreement is given by:

 Signature & Date (Shop Steward) Title



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- 9. GENERAL PROVISIONS: The EMPLOYER agrees to abide by any and all the General Provisions contained in Exhibit B of this Agreement, which is herein incorporated into this agreement by reference.
- 10. TERMINATIONS: This contract shall terminate upon the earliest of a) the final date of the training period, or b) the completion of the specified training duration, or c) the final date of the trainee's employment by the EMPLOYER,

In lieu of these dates, the Contract may be terminated immediately, in whole or in part, by GCC and/or the County of Santa Cruz and/or Goodwill Central Coast a) if federal funding under the Workforce Innovation and Opportunities Act (WIOA) is suspended during the course of this contract b) for convenience of the government; c) for non-performance of the EMPLOYER; d) should any violation of its provisions warrant such action; e) by mutual agreement between the two parties; f) by either party upon ten (10) days prior written notice; g) for any reason, the Department of Labor or the State of California fails to provide adequate funds in the Grants under which this Agreement is funded.

11. This Agreement is subject to approval by the Workforce Services Director for GCC.

12. EMPLOYER INFORMATION:

- a) Corporation Partnership Sole Proprietor Public Agency Private Non-Profit
- b) Employer's FEIN #: Click [here](#) to enter text.
- c) Worker's Compensation Carrier - Click [here](#) to enter text.
- Effective Dates of Coverage Click [here](#) to enter a date. through Click [here](#) to enter a date. See attached
- d) Business License #: Click [here](#) to enter text.
- e.) Invoice Mailing Address: Click [here](#) to enter text.

IN WITNESS HEREOF, the parties hereto have executed this contract as of the last date which appears below and I certify that I am an authorized representative of the party identified below.

GCC: **Goodwill Central Coast**

EMPLOYER: Click [here](#) to enter text.

Signature: _____

Signature: _____

Name: Click [here](#) to enter text.

Name: Click [here](#) to enter text.

Title: Click [here](#) to enter text.

Title: Click [here](#) to enter text.

Date: Click [here](#) to enter a date.

Date: Click [here](#) to enter a date.

Phone: Click [here](#) to enter text.

Phone: Click [here](#) to enter text.

The negotiated price, terms and conditions are consistent with WIOA regulations and policies, and approval of this contract is recommended.

GCC Workforce Services Director

Click [here](#) to enter a date.
Date Approved



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EXHIBIT A TRAINING PLAN

Trainee shall work a regular schedule as determined by supervisor and trainee. Schedule may be adjusted to accommodate worksite needs. **Trainee** shall receive approximately **Total Training Hours** training hours as an **Job Description** beginning on **Start Date** and completing on **End Date**. Trainee is to upgrade current skills of **Job Description**(**ONET Code** with SVP code) to that of an **Job Description** (**ONET CODE** with SVP code) to become proficient in the following areas:

Training Plan Objectives/Skill requirements	Participant Self-Assessment*	# of Training Hours	Training Method	Measurement Method
	0			
	0			
	0			
	0			
	0			
	0			
	0			
	0			
Total Training Hours				

*0-no experience 1-very little experience 2-limited experience 3-some experience 4-experienced 5- exceeds experience

Job Developer Signature & Date Trainee Signature & Date Employer Signature & Date

First Monthly On-Site Evaluation on or about Date: [Click here](#) to enter text.



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EXHIBIT B – ON THE JOB TRAINING GENERAL PROVISIONS

1. The EMPLOYER and GCC shall abide by all rules and regulations included in the Workforce Innovation and Opportunities Act and all other applicable laws, orders and codes of the Federal, State, and local government as they apply to this contract. Such rules and regulations shall be provided to the EMPLOYER upon request.
2. The EMPLOYER, commencing on the effective date of the Contract and after trainees have been referred by GCC and hired by the EMPLOYER, will perform the training set forth in the OJT contract(s), and subsequent revisions and modifications as negotiated with, and approved by GCC and completing said performance within the effective period of this Contract. The EMPLOYER agrees not to hire any member of his/her immediate family, nor will it hire any former or current employees under this training contract, unless approved by GCC.
3. Payments: The EMPLOYER shall be paid, upon submission of proper invoices, the prices, and at the time(s) stipulated herein, for services rendered and accepted. Payment will be due the EMPLOYER only for such services and hours of training as shall have been furnished and completed to the satisfaction and approval of GCC. Reimbursement is limited to a maximum of 40 hours per week per trainee.
4. The EMPLOYER agrees to maintain all financial, trainee attendance, progress and payment records relating to this Contract, and preserve the same for five (5) years following the ending date of this Contract and agrees that GCC, County of Santa Cruz, and other appropriate State and Federal agencies or any of their duly authorized representatives shall, at any time during the training or preservation of records period, have access to and the right to examine any directly pertinent books, documents, papers and records of the EMPLOYER involving transactions related to this Contract. Such records shall be maintained at GOODWILL CENTRAL COAST.
5. GCC, County of Santa Cruz, and other applicable State and Federal agencies or his/her authorized representative may, at reasonable times; inspect places of training under this Contract when necessary to assure the progress and quality of training, or to determine compliance with Contract terms.
6. The EMPLOYER agrees that he/she will not hire a trainee for any position in his/her business when there is an employee on lay-off for the same or equivalent position, or retain a trainee when another employee is to be laid-off, nor that this OJT position will displace or reduce the hours of any current employee of the EMPLOYER, nor infringe upon the promotional opportunities of any employee.
7. The EMPLOYER may operate its own grievance system relating to the terms and conditions of employment available to its trainees or the EMPLOYER may utilize the grievance system utilized by the County of Santa Cruz. The EMPLOYER shall inform trainees of the grievance procedure they are to follow. The EMPLOYER'S grievance systems shall provide for, upon request by the complainant, a review of the EMPLOYER'S decision by the County of Santa Cruz.
The EMPLOYER agrees to participate in and be bound by determinations resulting from the County of Santa Cruz Grievance Procedures or Monitoring and to repay disallowed costs.
8. During the performance of this Contract, the EMPLOYER and GCC SHALL COMPLY WITH ALL Federal, State, and County of Santa Cruz laws and/or regulations which prohibit discrimination in employment on the basis of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics) marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or other non-merit factor related to job duties.
9. The EMPLOYER agrees to comply with the Fair Labor Standards Act as amended. The EMPLOYER also agrees that it will pay all overtime by any trainee. The EMPLOYER is solely responsible for payment of overtime, sick leave, vacation, and holidays if such is the normal practice of the EMPLOYER for the employees in a similar situation to the trainee and such costs will not be reimbursed under this contract.



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10. GCC may at any time, by written order, make changes within the general scope of this Contract. If any such change causes in increase or decrease in the cost of, or time required for performance of any part of, the work under this Contract, regardless of whether that specific item or term was changed by any such order, an equitable adjustment shall be made in the Contract price or training completion date(s), or both, and the Contract shall be modified in writing accordingly. Any claim by the EMPLOYER for adjustment under this clause must be asserted within 30 days from the date of receipt by the EMPLOYER of the notification of change; provided, however, that GCC, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Contract.
11. The EMPLOYER does hereby acknowledge and agree to indemnify and hold the County of Santa Cruz and GCC harmless from and against liabilities, claims, losses, and expenses, including attorney’s fees, which arise out of or result from the violation of the EMPLOYER’S duties and responsibilities under this Contract.
12. The EMPLOYER agrees that the trainee shall not be employed on the construction, maintenance, or operation of any facility used for sectarian instruction or as a place of worship.
13. The EMPLOYER agrees to provide training in accordance with the laws and regulations governing safety and health standards applicable to the worksite.
14. The EMPLOYER agrees to compensate the trainee at the highest of Federal, State, and local minimum wage or prevailing wage rate of similarly situated employees.
15. Participant outreach, recruitment, counseling, placement and follow-up shall be provided by GCC.
16. GCC shall conduct on-site monitoring of the OJT employers and other subcontractors to verify compliance with subcontract terms before making payment. GCC will also periodically monitor on-site each contract with an employer to assure the validity and propriety of all amounts claimed for reimbursement, that they are substantiated by payroll, time and attendance records and that training is being provided as specified in the Contract.
17. Employers, who fail to offer continued employment, unless there is an acceptable reason, shall not receive additional OJT contracts.

County of Santa Cruz references only	
Approved as to Form:	Approved as to Insurance:
_____	_____
Assistant County Counsel	Risk Management