



Partner: AC CC O R

CT Contract Number: _____

Funding Source: _____

Program Year: _____

WORKFORCE INVESTMENT ACT
CUSTOMIZED TRAINING (“CT”)
MASTER AGREEMENT

AGREEMENT made by and between:

Oakland Private Industry Council, Inc. (“The Oakland PIC”) 1212 Broadway Oakland, CA 94612 Attention: Pam Salsedo (510) 768-4403 Program Oversight Department	Employer Name (“Employer”) _____ Address _____ _____ Attention: _____ Phone: _____ Fax: _____
--	---

1. Employer Federal I.D. Number: _____
2. Name of Referring Person: _____ Phone: _____
3. Term of CT Master Agreement: From: _____ through: _____
4. Consideration:

Payment of CT reimbursements to Employer will be dependent upon the total number of WIA participants’ hired/trained by Employer, the established training reimbursement rate, and the duration of each participant’s CT, as set forth under the terms and conditions of this Master CT Agreement.

This contract consists of all items and exhibits attached and/or referenced, all of which have been examined and agreed upon by the parties, as evidenced by their signature.

OAKLAND PIC, INC.

EMPLOYER

By: _____
 John Tang, Director
 Program and Performance Oversight

By: _____
 Name: _____
 Title: _____

Date: _____

Date: _____

GENERAL TERMS AND CONDITIONS

1. **PURPOSE OF CT MASTER AGREEMENT.** The purpose of this Agreement is to establish the general terms and conditions under which the Oakland PIC may refer to employer or enroll employer identified individual WIA participants (“the Participant”) to enable the WIA participants to take part in a CT program as that term is defined under the Workforce Investment Act (“WIA”).
2. **CUSTOMIZED TRAINING DEFINED.** In accordance with the WIA, the term “Customized Training” will be understood in this Agreement to mean training:
 - a. That is designed to meet the special requirements of an employer (including a group of employers);
 - b. That is conducted with a commitment by the employer to employ, or in the case of incumbent workers, continue to employ, the trained individual upon successful completion of the training; and
 - c. For which the employer pays for not less than fifty percent (50%) of the cost of the training.

Under WIA and its guiding regulations customized training of an eligible employed individual may be provided for an employer or group of employers when:

 - a. The employee is not earning a self-sufficient wage as determined by Local Workforce Investment Board policy;
 - b. The requirements in 20 CFR Part 652, et.seq. including § 663.715 are met; and
 - c. The Customized Training relates to the purposes described in 20 CFR Part 652 et. Seq. (including § 663.705) or other appropriate purposes identified by the local board.
3. **OAKLAND PIC AS CONTRACTING AGENT.** The Oakland PIC is the contracting agent for the Local Workforce Boards (“WIB”) of Alameda and Contra Costa counties, and the cities of Oakland and Richmond, and is entering into this CT Master Agreement with Employer on behalf of the participating WIBs. Each of the four WIBs, as well as the Oakland PIC, is a partner-member of EASTBAY Works One-Stop Career Center System.
4. **CT REFERRAL FORM.** Once a CT has been arranged with Employer, the employer liaison working with Oakland PIC will generate a “CT Referral Form” that will be signed by Employer and the Oakland PIC. Execution of the CT Referral Form authorizes the Participant, or multiple Participants, to begin the CT at Employer’s facility and for the Oakland PIC Fiscal Department to generate the reimbursement payment established in the CT Referral Form.
5. **STATEMENT OF TRAINING.** Employer agrees to employ/continue to employ the Participant and provide such CT services as are set forth in the CT Referral Form.

6. **CERTIFICATE OF SKILLS ATTAINMENT.** Employer agrees to certify the skills and accomplishments obtained by the Participant under the CT Referral Form. Employer agrees to provide each Participant with a Certificate of Skill Attainment for the training hours, skills and tasks obtained during the CT program as set forth in the CT Referral Form.
7. **EMPLOYER OF RECORD.** As set forth in WIA, Employer must hire or continue to employ and maintain Participant as a regular member of Employer's workforce, subject to the same conditions of employment as Employer's other regular employees. The expectation is that Employer will retain the Participant in unsubsidized employment after the Participant's CT ends at a wage no less than the wage in place at the termination of the CT.

In addition to being the Participant's employer of record (for new hires) and placing the Participant on Employer's regular payroll, Employer hereby represents and warrants that the Participant will receive the same wage and benefits as Employer's other employees performing same or similar work; will be provided clothing or equipment if such is provided to Employer's other employees performing same or similar work; and will be provided supervision and training in the occupation for which s/he is hired in order to attain full competency in the targeted occupation.

Should the Employer terminate the Participant's employment at any time during the CT, Employer agrees to refer the Participant back to his or her local EASTBAY Works One-Stop Career Center for additional career counseling.

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regard to the type of work undertaken and the proficiency of the Participant.

8. **EMPLOYER'S COMPENSATION.** In consideration for the extraordinary costs of training to be provided by Employer to Participant during the term of this Agreement, Employer will receive the training reimbursement rate set forth in the CT Referral Form for every hour paid to the Participant in accordance with Employer's personnel policies, not to exceed the maximum amount set forth in the CT Referral Form. Oakland PIC will pay said compensation upon successful completion of the CT, in accordance with the applicable local WIB's policy and after receipt and verification and invoice submitted by Employer to applicable local WIB. An authorized representative from the applicable WIB must sign off on the Employer's invoice before Oakland PIC shall pay it. Failure to submit requests for reimbursement within 90 days of the completion of the CT or the time in which the Employer is allowed to invoice under local policy, may result in the forfeiture of the reimbursement. Employer understands that CT training reimbursement payments will not be based upon overtime, shift differential, premium pay and other nonregular wages, nor will the payments be based on such periods of time as illness, holidays, plant downtime, or other events in which no training occurs.

Any payments to Employer that have been obligated by an CT Referral Form but are as yet unearned may be suspended or terminated in the event that Employer refuses to accept any added conditions imposed by the United States Congress, the United States Department of Labor, the State of California, or any other governmental body that has authority over CT laws, regulations, or policies.

9. **NO DISPLACEMENT.** Employer certifies that the Participant will not displace any regular employee of Employer and certifies that no person was displaced as a result of relocation of the current business in the previous 120 days of signing the CT Referral Form.
10. **ELIGIBLE EMPLOYEE.** Employer certifies that each Participant hired under an CT Referral Form is eligible in one of the following ways:
 - a. Employee has not been and is not at the time of signing the CT Referral Form, a current Employee of Employer or is specifically eligible as an incumbent worker. Employer will not give the Participant training in any skill that Participant already possesses in sufficient degree to function as a satisfactory employee, and for which the Participant would normally have been hired.
 - b. Employee is an employed worker who is not earning a self –sufficient wage and the CT relates to the introduction of new technologies, introduction to new production or service procedures; upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the applicable local WIB.
11. **GRIEVANCE PROCEDURE.** Employer will use its own written grievance procedures to resolve non-WIA related problems that may arise between Employer and the Participant. WIA-related grievances that may arise between the Employer and the Participant will be resolved in Accordance with the Grievance Procedures established by the Oakland PIC or such other authorized body as may be identified under WIA. Such procedures may include observation and monitoring of the CT.
12. **ACCESS.** Any entity identified under WIA as having fiscal or programmatic responsibility for an CT established under this Agreement (including but not limited to agents of the federal, state, and local governments; WIB personnel; and the Oakland PIC), may at all times have access to the place of training and to the Participant to assure that the progress and quality of the training are in compliance with the terms of this Agreement and the CT Referral Form.
13. **RECORDS.** Employer will maintain accurate time/attendance, payroll, and other employee records to support amounts reimbursed under this Agreement and will make such records available for inspection upon reasonable notice from the Oakland PIC or such other entity identified under WIA as having fiscal or programmatic responsibility for CTs (including but not limited to agents of the federal, state, and local governments; and WIB personnel). Such records shall be retained for no fewer than four years.
14. **COLLECTIVE BARGAINING.** Employer certifies that the CT will not impair existing agreements for services or collective agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of the CT program, or it has no collective bargaining agreement with a labor organization. A Letter of Concurrence shall be filed with Oakland PIC if and when applicable.

15. **WORKERS' COMPENSATION.** Employer must provide Workers' Compensation Insurance at Employer's sole cost and expense. Neither the Employer nor its carrier shall be entitled to recover any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement. Employer shall provide evidence of this insurance coverage to Oakland PIC upon request.
16. **GENERAL LIABILITY INSURANCE.** Employer must provide comprehensive general liability insurance protection to Participant, and, if the Participant will operate a motor vehicle as part of her/his job responsibilities, Employer must provide comprehensive vehicle liability insurance as well.
17. **INDEMNIFICATION.** Employer agrees to indemnify and hold harmless the Oakland PIC and The Workforce Investment Boards of Alameda and Contra Costa counties and the cities of Oakland and Richmond, their officers, directors, employees and agents from and against every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission of Employer, its officers, directors, employees, or agents arising from the performance of this Agreement.
18. **MODIFICATIONS AND TERMINATION.** This Agreement is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of Agreement purpose. Such actions include, but are not limited to withdrawal of WIA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIA program activities.

Employer's failure to fulfill its obligations under this Agreement will be cause for immediate termination of this Agreement. Employer understands and agrees that such failure may, at the discretion of the Oakland PIC, result in any training furnished being considered unauthorized under the terms of this Agreement. Such a determination shall result in the disallowance of compensation for the training.

Either party for any reason upon five days' written notice to the other may terminate this Agreement.

19. **ASSIGNMENTS AND AMENDMENT.** This Agreement is not assignable in whole or in part. Amendments or addenda to this Agreement must be in writing and be made with the consent of both parties.
20. **EMPLOYER ASSURANCES.** Employer assures and certifies that:
 - a. It will comply with the requirements of the WIA, Public Law 105-220, as amended, and with regulations, policies, guidelines, circulars and field memorandum promulgated thereunder by the Department of Labor, the State of California, and such other body as may have authority over WIA funds or programs.
 - b. It will comply with Title VI and VII of the Civil Rights Act of 1964 and in accordance with those titles, no person in the United States shall on the ground of race, ethnicity, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program activity for which the applicant receives Federal financial assistance.

- c. It will not utilize CT funds obtained under this Agreement, nor engage, nor cause its employees to engage in the conduct of political activities that violate the Hatch Act.
- d. No program or funding under WIA will be used to assist, promote, or deter union organizing.
- e. No WIA funds will be used to reimburse Employer for the cost of contributions on behalf of any participant to retirement systems or plans.
- f. No person with responsibilities under a WIA-funded program will discriminate with respect to any program participant on the basis of race, age, marital status, disability, color, national origin, political affiliation, sex, or sexual orientation. No person shall be discriminated against solely because of his or her status under this Agreement.
- g. It has received and read each applicable WIB's local Customized Training Policy (attached to the Agreement) and agrees that any training provided under this agreement shall be consistent with the applicable local WIB's CT policies.

21. **TYPE OF CONTRACT.** Any funds obligated under the terms of this Agreement by the Oakland PIC on behalf of the WIBs, are to be paid according to applicable WIA regulations governing Customized contracts, including but not limited to Section 663 of the WIA Final Regulations. Although Contract performance may have been accepted and reimbursement of costs made, any cost disallowance subsequently discovered through audit, closeout, or any other process, shall be reimbursed by Employer to Oakland PIC within 30 calendar days of notice.