# Employer Agreement #CT \_\_\_\_\_\_\_\_\_ for Customized Training

This Customized Training Agreement is between the (Agency Name), hereinafter called the “CT Broker” and (Name of Employer), hereinafter called the “Employer”. Both parties agree to the terms and conditions set forth within this Agreement. The Agreement is in effect in the Program Year XX/XX/XXXX through XX/XX/XXXX.

Whereas, The Partnership serves as the designated administrator of the Workforce Innovation and Opportunity Act **(WIOA)** of 2014 on behalf of the City of Chicago and Cook County; andwhereas, in this capacity, The Partnership oversees the utilization of “**customized** **training grants**” pursuant to 20 CFR Part 652 §§663.705 et. seq., in furtherance of its mission to **promote career pathways and encourage local business’ use of the nation’s public workforce system**, this Agreement will facilitate customized training as a tool used to both train program participants andencourage local business utilization of the public workforce system.

# SECTION 1. CUSTOMIZED TRAINING BROKER INFORMATION

|  |  |  |
| --- | --- | --- |
| CT BROKER:       | CONTACT PERSON:       | TELEPHONE #:       |
| BROKER ADDRESS:  | EMAIL:       | FAX #:       |

**Customized Training Broker Certification**

The CT Broker certifies that a legitimate need for training exists and expects continued employment for the person(s) completing training for the occupation listed in this Agreement as established by the Chicago Cook Workforce Partnership (THE PARTNERSHIP) and in the attached proposal.

CT Broker Representative Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_

CT Broker Approval Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 2. EMPLOYER INFORMATION**

|  |  |
| --- | --- |
| EMPLOYER’s LEGAL BUSINESS NAME:       | FEIN #:       |
|  former names(s) under which the employer conducted business:  |
| CONTACT PERSON:       | TITLE:       |
| EMPLOYER’S ADDRESS:       |
| CITY:       | STATE:      | ZIP:       |
| TELEPHONE:       | EMAIL:       | FAX:       |
| PAYROLL SYSTEM: | LOCATION OF PAYROLL RECORDS: |
| COMPANY industry:      NAICS CODE:      PROPOSED OCCUPATION FOR TRAINING:        | # OF UNSUBSIDIZED EMPLOYEES:       | YEARS IN EXISTENCE:       |
| WORKMANS COMPENSATION INSURANCE CARRIER: |
| WORKMANS COMPENSATION INSURANCE POLICY NUMBER: |
| Effective dates : (MM/dd/yy) To  |

**EMPLOYER #2 INFORMATION (N/A, if only one Employer)**

|  |  |
| --- | --- |
| EMPLOYER’s LEGAL BUSINESS NAME:       | FEIN #:       |
|  former names(s) under which the employer conducted business:  |
| CONTACT PERSON:       | TITLE:       |
| EMPLOYER’S ADDRESS:       |
| CITY:       | STATE:      | ZIP:       |
| TELEPHONE:       | EMAIL:       | FAX:       |
| PAYROLL SYSTEM: | LOCATION OF PAYROLL RECORDS: |
| COMPANY industry:      NAICS CODE:       PROPOSED OCCUPATION FOR TRAINING:        | # OF UNSUBSIDIZED EMPLOYEES:       | YEARS IN EXISTENCE:       |
| WORKMANS COMPENSATION INSURANCE CARRIER: |
| WORKMANS COMPENSATION INSURANCE POLICY NUMBER: |
| Effective dates : (MM/dd/yy) To  |

**SECTION 3. CUSTOMIZED TRAINING PROPOSAL SUMMARY**

Before participant recruitment and training can begin, a Customized Training Pre-Award Checklist must be signed and approved. Upon approval, the Employer can submit the following to the CT Broker for review:

1. Written Proposal

a). The criteria that should be covered in the written proposal are included in the copy of the Employer’s signed Pre-Award Check-off List.

1. Projected Costs or Budget

a). A breakdown of reasonable and necessary costs is included in the copy of the Employer’s signed Pre-Award Check-off List. The Employer understands that changes to the project, including schedule and enrollment changes, must be submitted in writing and are subject to review and further approval by the CT Broker and/or The Partnership. The awarded project amount may be impacted by said changes.

1. A signed Customized Training Agreement

**SECTION 4. PROGRAM GUIDELINES**

## PURPOSE

The following describes the intent and purpose of the Customized Training business service:

1. **CUSTOMIZED TRAINING DEFINITION**

Customized Training (CT) is designed to meet the special requirements of an Employer (or group of Employers) and provides skill training to WIOA eligible individuals that are unemployed. A CT Broker must enter into an Agreement with an Employer, who must pay at least 50 percent of training costs (wages may be used as match) and agree to hire individuals that successfully complete training into full time employment.

A customized training agreement and proposal may also be written to train a WIOA customer who is already working for the employer (or group of employers) for which the customized training is being provided, when the employee is not earning a self-sufficient wage.  In this situation, customized training provided to a previously employed worker must elevate the employee to reach at least a self-sufficient wage through skill upgrade training that relates to either:

1. The introduction by the employer of new technologies;
2. The introduction to new production or service procedures;
3. Upgrading to new jobs that require additional skills or workplace literacy; or
4. Other appropriate purposes identified by the local board.

The State of Illinois’ policies defining Customized Training, once released, will supersede the local

definitions.

1. **EMPLOYER ELIGIBILITY CRITERIA**
2. An Employer must have completed and signed a Customized Training Pre-Award Checklist, which is approved by the CT Broker. Upon this approval, the Employer is deemed eligible to access customized training funds.
3. An eligible Employer must be headquartered within Cook County or have a permanent physical location within County limits.
4. The Employer must be in good standing with the State of Illinois and operate under the provisions of Illinois law.
5. For-profit and non-profit organizations are eligible to complete the process.
6. **EMPLOYER EXPECTATIONS**
7. The training must be designed to lead to immediate job placement with the Employer (or group of Employers). Therefore, the training is expected to be targeted to a specific occupation.
8. Employers are responsible for a 50% match for each dollar invested in skills training. The match can be made with cash or in-kind contributions.
9. Employer agrees to hire successful training completers into full-time positions.
10. Employer agrees to pay new hires or successful training completers a competitive wage for their industry sector.
11. Training should occur in a reasonable timeframe.
12. Training costs may vary and usually average between $500.00 and $3,000.00 per participant/new hire.
13. Training can be employer-based and/or offered by qualified vendors (e.g., colleges, universities, consultants or other training providers).
14. Employer establishes minimum qualifications and screens candidates from an established applicant pool.
15. Employer must be fully involved in the interview, selection and training process.
16. Written proposals and budgets are reviewed by the CT Broker and The Partnership and typically take 60 – 90 days for final decisions.

**D. EMPLOYER SUBMISSION REQUIREMENTS**

Businesses must submit the following information to ensure proper determination of Employer and CT eligibility:

1. Before participants start the training, documentation must show that the Employer and CT Broker can assess the prospective training participants for suitability and that the CT Broker has determined a need for education/training/or retraining to meet the documented business skills needs of the Employer.
2. Once the Customized Training Pre-Award Checklist is approved as noted above in Section 3, the Employer will submit the following to be fully considered for customized training funds:
	1. a written proposal,
	2. cost breakdown or budget and
	3. a signed Customized Training Agreement.
3. These documents noted in Section 3 make up the proposal package and must be in place before participant recruitment and/or training can begin.
4. The written proposal must outline the quality of the training, benefits to new hires, appropriateness of cost, matching costs, if any, and any secondary benefits, such as a commitment from the Employer to participate in future employment programs or events.
5. Training costs are subject to approval and a list of typical costs will be given to eligible Employers. Costs may include the dollar value of employer in-kind contributions.
	1. In-kind contributions are defined as “The value of third party in-kind contributions applicable to the period to which the cost sharing or matching requirements applies”, such as third party donations of goods, services, or volunteer time. An example of an in-kind contribution is: an employer wishes to use a van donated to them, to provide incumbent worker transportation to a training facility as a source to fund the matching cost requirement.
	2. The cost matching must meet the requirements for matching and cost sharing as described in the – Uniform Guidance (CFR 200.306 (b), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, , Post-Award Requirements, Matching and Cost Sharing.
	3. Proposed training costs must be reasonable and necessary and clearly relate to the purposes and activities of the project as described.
	4. Customized Training funds are not intended to supplant training normally provided by employers.
	5. Documentation of the Employer’s intent to continue to employ all workers upon their successful completion of proposed training should be noted in the written proposal.

## EMPLOYER REIMBURSEMENT

1. To qualify for reimbursement the Employer must enter into a Customized Training Agreement with the CT Broker to receive training cost reimbursement.
2. The Employer agrees to provide a copy of a third party agreement with the training vendor and/or consultant, if applicable.
3. The Employer will provide a list of all participants starting the training, copies of class attendance sheets for each training session, list of completers and copies of certifications or credentials received by each trainee.
4. The Employer will provide periodic updates on the progress of the training and provide timely feedback to the CT Broker, if attendance or the project has changed.
5. The Employer will provide payroll for new hires or successful training completers, proof of wages or stipends paid training participants, copies of invoices related to training and payments made to the training provider.
6. An Employer request for reimbursement under this Agreement must be submitted to CT Broker within 10 working days following completion of the training period. The Partnership will reimburse the Employer for all training hours completed.

## EMPLOYER ASSURANCES

*As the representative and authorized signor of funded training programs, the Employer certifies that*

*the following assurances are currently accurate and will remain in effect throughout the contract period.*

*The CT Broker and/or The Partnership’s General Counsel must be notified of any changes.*

1. The Employer, at its own expense, must pay new hires or successful completers of this training all wages and fringe benefits allowed to regular, unsubsidized employees, including entitlement to workman’s compensation. Such rates shall be in accordance with applicable law, but in no event less than the higher rated specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum way law. WIOA sect. 181(a)(1)(A)
2. The following insurances will remain up-to-date and paid for all employees: Workers Compensation; Disability; Unemployment Insurance; and FICA.
3. Employer shall preserve employee payroll records, fringe benefits and personnel records of all new hires or successful completers of this training.
4. Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet the Agreement at the end of the training period.
5. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws).
6. Employer assures that they have not been debarred or suspended in regard to federal funding.
7. Employer assures that new hires or successful completers of this training will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
8. Employer further assures that customized training funds will not be used to assist, promote or deter union organizing.
9. Employer certifies that the training will not impair existing Agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of the customized training, or it has no collective bargaining agreement with a labor organization that covers customized training for this position(s).
10. If the position(s) is covered by a collective bargaining, the union will be required to sign a concurrence statement on the training contract.
11. Employer assures that new hires or successful participants will not have been hired into or will remain working in any position when any other person is on lay-off from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the customized training is created in a promotional line that infringes on opportunities of current employees.
12. The customized training will not result in the full or partial displacement of employed workers.
13. Employer certifies that no member of a new hire or successful participant’s immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the trainee(s). For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the Trainee's spouse.
14. No fees shall be charged to any new hire or successful participant or employee(s) or Employer for services relative to this Customized Training Agreement.
15. Employer understands that funds are meant to help the employer subsidize a portion of the expenses incurred from properly training participants to become skilled employees. This is not a wage subsidy program.
16. Employer assures that no lay-off notices have been previously filed in the last year.
17. Employer verifies that WIOA funds will not be used to relocate operations in whole or in part.
18. Employer has operated at the current location for at least 120 days. If in business for less than 120 days and the business relocated from another area in the U.S., employees cannot have been laid off at the previous location as a result of the relocation.
19. Employer may be required to repay grant costs to CT Broker or The Partnership in the event that workers receiving training are involuntarily separated from employment (without cause) due to lack of work within two years of the completion of training. Repayment shall be on a proportionate basis, based on the portion of the two years remaining and the proportion of trainees so separated from employment.
20. Obligation and ability to provide reimbursement under this Agreement is contingent upon the availability of funds appropriated by the United States Congress. In the event that funds are withdrawn by administrative action or entity, this Agreement is null and void.
21. The Employer holds harmless the Training Broker and THE PARTNERSHIP, their officers, agents, and employees, from liability of any nature of any kind including costs and expenses, for or on any account of any or all suits or damages sustained by any person(s) or property resulting in whole or part from negligent performance of this Agreement by Employer and/or its employees. The rights and remedies of Training Broker and THE PARTNERSHIP described herein shall not be exclusive, and are in addition to any and other rights and remedies provided by law under this Agreement.
22. The Employer certifies that the information provided is true to the best of his/her knowledge and may be subject to review and verification requiring supportive documents. If fraudulent misrepresentation of any information in this Agreement is given, the Agreement may be subject to immediate termination. Possible criminal prosecution and immediate repayment of any funds received under this Agreement may be enforced.

**SECTION 5. TERM**

This Customized Training Agreement is in effect in the Program Year XX/XX/XXXX through XX/XX/XXXX and may be amended by the mutual written Agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the Agreement.

**SECTION 6. TERMINATION**

If the Employer or the Training Broker fails to perform under the terms of the Agreement, or if it is in the best interest of either party, THE PARTNERSHIP or the CT Broker or the Employer may cancel or modify this Agreement in whole or in part by providing three (3) business days’ notice to the other party. Any dispute arising from this Agreement that cannot be settled by mutual consent will be decided by The Partnership’s General Counsel. A copy of the General Counsel’s decision will be provided to all parties.

**SECTION 7. SIGNATURES**

(*Employer’s signor must be executive level and/or its assigned signor and duly authorized agent of the*

*Employer.)*

 I hereby agree to all the terms and conditions in this Customized Training Employer Agreement.

## Authorized Signatures

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| --- | --- |
| DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| EMPLOYER #1 SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CT BROKER SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| TYPE/PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | TYPE/PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_       |
| EMPLOYER #2 SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| TYPE/PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_      |
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