



On Site Training Agreement: 2016 Harassment Prevention Training

COMPANY INFORMATION

Company Name		Internal Use Only	
Contact Person			
Contact Phone		<u>_ Member ID</u> or	#
Contact Email		<u>_ NonMember ID</u>	#
Training Address		Project	#
		EG Contact	

2016 AB1825 California Supervisory Training: Preventing Harassment, Illegal Discrimination, and Retaliation

Employers Group's (EG) highly-interactive, two-hour California harassment prevention training for supervisors meets AB1825 training requirements and features top discrimination threats, recent cases, hypothetical scenarios, off-work conduct, social media use, more subtle forms of harassment, reasonable accommodation, new protections, abusive conduct, and the April 2016 FEHA amendments. Up to 2.5 hours may be scheduled per group (for the same fee listed below).

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|----------------------------|-------------------|--------------------|
| | <u>EG Member</u> | <u>Non-Member</u> |
| • One session on one day: | \$1,400 | \$1,650 |
| • Two sessions on one day: | \$900 per session | \$1000 per session |

Maximum suggested attendance per session is 30 attendees. Minimum time between sessions is 30 minutes (maximum is one hour): \$100 per hour will be applied for sessions that are scheduled more than 60 minutes apart (rounded up). Training is available in English (Spanish available for an additional \$100 per session).

Important: Employers Group does not recommend employee participation in supervisory sessions (AB1825 content). EG recommends a separate employee-only session.

It is the company's responsibility to print its anti-discrimination policy (if available) and provide it to each trainee.

Day(s)	# of Sessions Per Day	Session Times	Supervisory Count	Employee Count	English Count	Spanish Count	Total Fee
1	1 2						
2	1 2						
3	1 2						
4	1 2						
Make-Up	via eLearning*	\$25 per trainee x <input style="width: 50px;" type="text"/>					\$
Other	Fees						\$
SUB-TOTAL							\$

Pricing on this form valid through 12/31/2016	Materials: Provided at no cost for count listed above (max. 30 sets per paid session). Additional materials may be ordered and will be invoiced at \$20 per.	\$
	Company Logo on Materials: \$100 (one time fee).	\$
	Mileage / Travel Charges (from El Segundo, San Diego or San Francisco) Will be invoiced as incurred.	\$
	Special Offers / Promotions (indicate code):	
	INDICATE ESTIMATED TOTAL & DEPOSIT**	
Please allow for up to two weeks for printing and shipping of materials. Last minute request will be subject to expedited shipping fees.		\$

* **Exclusive for Employers Group on-site clients:** Purchase AB1825 compliant e-learning for individuals who miss the instructor-led session, remote learners, new-hires or employees who are promoted into supervisory positions. Seats are available for a one-year term (from contract date). For each seat purchased, company must provide trainee name and email address. Employers Group will supply trainee and company representative with username and password for each employee to allow tracking of individual completion (print completion certificate).

**ESTIMATED TOTAL, PROJECT DEPOSIT AND ASSOCIATED FEES

Pricing on this agreement is valid through 12/31/2016. For projects \$5,000 or less, the full professional fee will be due to confirm project acceptance and to secure EG resources. For projects greater than \$5,000, 50% will be due up front; 50% will be due at project midpoint and any remaining amounts will be due at the completion of the project.

Additional Details:

- **Membership.** Your Employers Group membership must be current and active on the training delivery date; otherwise, the non-member rate will prevail and be applied. The difference will be invoiced.
- **Head Count.** Final anticipated headcount per session (materials count) is due to Employers Group (training@employersgroup.com) at least 10 business days prior to scheduled training date. Any increase in materials above the amount(s) listed atop page one in less than ten business days will result in a \$20 charge for each set of extra materials. You will be invoiced for any additional materials needed (per session), plus shipping costs. No refunds will be given for extra materials not used.
- **Logo.** If desired and paid, please send a JPG or GIF of your company's logo, which will be placed on the training materials. If you would like other branding opportunities, please contact Employers Group. In the event we do not have your company's logo via email, we reserve the right to source your logo via Internet (and do not guarantee quality or will reprint materials due to graphic quality).
- **Attendance.** EG will electronically retain attendance documentation for all onsite training for a limited time; however, EG will not track actual trainee attendance. It is the client's responsibility to track and maintain appropriate attendance documentation as appropriate for the employer, including harassment prevention training requirements.
- **Certificates.** For harassment prevention training the attendance roster will serve as appropriate documentation; however, upon request Employers Group will email a "supervisory acknowledgement" form (per trainee) for the company to print, have completed by trainee as individual documentation..
- **Dates / Times.** After we receive this completed form, we will work directly with you in selecting dates and times based upon your organization's and our trainers' schedules and availability. Please provide your anticipated timeframe to begin this project and potential days of week and times in the next section. A training specialist will contact you to discuss your specific objectives and topics selected to insure the best fit.
- **Customization:** If any customization is requested or required, Employers Group will charge for these services at \$75 per hour. invoices are payable within 30 days of receipt.
- **Travel:** The client is responsible for mileage costs from one of Employers Group's locations (El Segundo, San Diego or San Francisco) at the current IRS allowable rates. If air travel is required, **the client** will be responsible for airfare, moderate hotel arrangement and mid-size car rental; or you may make arrangements yourself at your sole cost and expense. If air travel is required, a per-diem of \$125 for meals and incidentals will be charged per delivery and travel day without regard to actual expenses incurred. Should same day travel (air or otherwise) not be available, a \$500 travel day fee will be required.
Employers Group will charge an administrative fee of \$100 for handling travel arrangements.

TRAINING LOCATION & REQUESTED TRAINING DATES

Below are logistical considerations:

- **Trainer.** An Employers Group trainer will contact you directly about your training objectives, audience and other considerations so the program will be tailored to your organization and attendees.
- **Prizes.** For active trainee participation, Employers Group highly recommends providing approximately five \$5-\$10 prizes per session. These will be awarded by the trainer throughout each session..
- **Equipment.** Employer to provide necessary equipment including flipchart, whiteboard and AV equipment including projector (as needed and as appropriate).
- **Training Room.** The training room should comfortably seat all participants and allow for break-out activities and small group activities. Conference rooms oftentimes do not make ideal training rooms.
- **Class Size.** For maximum interactivity, no more than a total of 30 participants can be in the room with just one instructor, unless special approval has been given by Employers Group.
- **Trainer Arrival.** Facilitator(s) will arrive approximately 30-45 minutes prior to start time to set-up. Please allow access to the training room at least 30 minutes prior to start time.
- **Materials.** Materials will be sent directly to your designated contact person at your facility and should arrive by the day before training is scheduled to begin. The trainer will retain any non-branded extra materials.
- **Notice:** Web broadcasting, remote learners and videotaping is not permitted. If unable to attend instructor-led training, Employers Group recommends e-learning for remote individuals.

ACCEPTANCE & PROJECT ASSUMPTIONS

Cancellation & Postponement Policy: You may cancel or postpone any session provided you give us at least 30 days' prior written notice of cancellation (payments advanced to us for a cancelled program that are not applied toward the charges or any other incidentals and/or expenses will be refunded to you). Postponements or cancellations within 30 days are subject to fees due to resources being allocated to your project that can no longer be allocated to other clients:

Less than 30 days	20% charge for each affected training session
Less than 15 days	50% charge for each affected training session
Less than 7 days	100% charge for each affected training session

No refunds are provided for e-learning seats, which may be used (additional purchased) for one-year term (from the date of this agreement).

Indemnification: Each party agrees to defend, indemnify and hold the other party and any other related or affiliated company harmless from and against any liabilities, claims, damages, suits, costs and expenses, including, without limitation, reasonable attorneys' fees and costs up through and including any appeal, incurred in connection with any program if and to the extent arising out of any negligent act or omission or willful misconduct of the indemnifying party or its employees or, if you are the indemnifying party, program attendees.

Limitation of Liability: Employers Group total liability relating to this Agreement shall in no event exceed the fees EG receives hereunder for the portion of the work giving rise to liability, or include any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity).

EG will indemnify Client against any damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property incurred while EG is performing the Services and to the extent caused by the negligent or willful acts or omissions of EG's personnel or agents in performing the Services.

Any action against EG must be brought within eighteen (18) months after the cause of action arises.

Duration of Offer: This proposal will remain in effect for 30 days from presentation date unless otherwise modified and agreed upon by all parties.

Acceptance: Employers Group thanks you for the opportunity to present this proposal to train your employees. If you agree to the terms in this proposal, below are the steps necessary to implement training:

Sign and agree to the services/fees described in this proposal and return entire proposal. On behalf of your company (named on page 1), this proposal has been accepted by:

Signature	Date
Print/Type Name	Print/Type Title

Return ALL pages of this completed form to Employers Group via fax 213.226.0216, including the payment details (next section).

PAYMENT

Return ALL pages of this completed agreement to Employers Group via fax 213.226.0216.

Payment Options:

ACH Payment (preferred payment method). [Please Complete ACH Form. Click Here.](#)

Invoice Me (please note that EG requires receipt of payment before securing any resources) PO# _____

Check Enclosed Payable to: Employers Group
Attention: Training
400 Continental Blvd, Suite #300
El Segundo, CA 90245

Credit Card: Visa MasterCard American Express

Card Number	Authorized Signature
Expiration Date	Name on Card

Thank you for your order. You will be contacted within 2 business days after submitting this form. Should you have any questions regarding this order, please contact us at Training@employersgroup.com or call 800.748.8484.

Jeffrey Hull Senior Director, Talent Development Solutions x3941
Somaly Heng Senior Manager, Talent Development Solutions x3962