



On-The-Job Training Agreement—Agreement # _____

This Agreement is entered into between **CareerSource North Florida**, 705 E. Base Street, Madison, FL 32340, hereinafter referred to as **CSNF**, and _____, whose Tax ID Number is _____, and whose address is _____, the employer/training vendor, hereinafter referred to as “**Employer**”.

This Agreement is entered into for the purpose of providing On-the-Job Training in accordance with the Workforce Innovation and Opportunity Act:

- Applies to new or existing employees needing additional skills.
- A training plan must be completed, approved by **CSNF** and signed by the parties for every employee to be trained under this agreement.
- Employer should provide the training listed in the Training Plan. Employer may not assign the contract or subcontract their responsibilities without **CSNF** written approval.
- The following are incorporated into and considered a part of this agreement:
 - ☐ Training Plan
 - ☐ State Assurances and Certifications
 - ☐ Customized Training Addendum (if needed)

This agreement is valid one year from execution. It may be extended at the discretion of each party on a yearly basis and incorporate multiple Training Plans and Customized Training Addenda.

Unit Priced/Performance Based

- Employer will be paid _____ **percent** of each employee's straight time hourly wage up to the maximum hours indicated in the training plan for each trainee, if the employer retains the employee after the training is complete for a minimum of thirty days. If an employee /trainee is not retained then employer may not be entitled to any payment for that individual.
- The payment represents the extra cost to employer for providing the training necessary for the employee to perform on the job.
- The number of signed training plans shall determine the number of employees for whom employer may be reimbursed. Each training plan explicitly shows the required training hours, the hourly wage for the employee and the percentage of reimbursement.

Identification of Trainees

- To be considered for an OJT grant, a position must have been posted in Employ Florida.
- **CSNF** or Employer may identify prospective trainees.
- Individuals must be referred to **CSNF** to participate in the WIOA program. **CSNF** staff will determine prospective trainees' eligibility to participate in the program and will refer the individuals to Employer once eligibility is determined. If the Employer refers a candidate to **CSNF**, **CSNF** will notify the Employer once the candidate has completed the WIOA eligibility, assessment, and documentation requirements.
- Employer agrees not to start the employee until after they have decided on a mutually accepted start date with **CSNF**. **The candidate should not begin work/training prior to all documents and processes being completed and executed.**

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- Previous or current employees may only receive training if they have been approved for upgrade training into a different and higher paying position than their current or previous position.
- Employer agrees not to refer or hire a relative as an employee-trainee.
- **Employer agrees not to discriminate in their hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act of 1990, as amended.**

Training

- **CSNF**, Employer, and employee-trainee must sign a training plan for each trainee.
- Employer agrees to provide the training necessary for trainee to perform on the job.
- The trainer should be on-site with the employee-trainee during the training period. If the trainer is not on-site, provisions should be made for learning to continue until such a time the trainer returns. Extended leave by the trainer is not acceptable.
- A separate Training Plan must be attached for each employee-trainee. **Each Training Plan must take into account the current skills and knowledge-base of the trainee and the skills level and knowledge needed to be functional in the job.** **CSNF** staff may assist the Employer with determining what should be included in the Training Plan and the timeframe required to learn the skill/knowledge.
- Should training need to be extended beyond the timeframe indicated in the Training Plan document, a request to amend should be submitted in writing to **CSNF** prior to the end of the previously requested training period.

Wages and Benefits

- Employer must adhere to collective bargaining agreements, which apply to positions filled by employee-trainee hired under this agreement.
- **Trainees must be provided with the same terms of employment, working conditions, wages and fringe benefits provided to other employees in the same or similar positions.**
- **Employer agrees to maintain Worker's Compensation insurance for its employee-trainee.**
- Employer must comply with local, State and Federal wage and hour laws.
- Employer agrees to adhere to **CSNF's** grievance procedures if a complaint arises in connection with the trainee and the training.
- Employer should provide raises and other bonuses to the employee-trainee as they would to any other similarly-situated employee.
- **CSNF** will only reimburse for wages earned during actual hours worked at the base wage.

Payment

- Employer agrees to maintain written time and attendance records to document the days and hours of training for each employee-trainee.
- Employer may invoice **CSNF** for overtime hours at the straight time rate up to the approved number of training hours and agrees to pay for overtime without reimbursement.
- Employer will not be reimbursed for paid holidays, sick, vacation or other leave time granted to trainee.
- Payments to trainees during the training and retention period shall be made by check or ACH (direct deposit). The cashed/canceled check or ACH record will be the record of the wages paid to trainee.
- Employer may invoice **CSNF** for _____ percent of the straight time wage minus any leave paid to the employee-trainee at an agreed upon interval, but no more often than bi-weekly. **CSNF** may hold the final payment until after the employee-trainee has been retained for 30 days.
- Employer agrees to use the **CSNF's** OJT Invoice Form.
- Employer shall submit invoices accompanied by a copy of the trainees' (1) timesheet(s) showing actual hours worked during the training, (2) cancelled check(s)/ACH payroll record, and (3) updated training plan in order to be paid. Invoices submitted 90 days after the retention period are subject to payment at **CSNF's** discretion.

Record Requirements and Retention

- **Employer agrees to keep all records related to the contract and program, including attendance and payroll records, for 5 years or in the case of a claim, litigation, audit, or monitoring finding, until the matter is resolved, whichever is later.**
- Employer agrees to maintain a written record of the wages and fringe benefits paid to each employee-trainee through the record retention period.
- **Employer agrees to provide access to the records related to the program to CSNF, state, and/or federal officials through the record retention period.**

Termination of the Agreement

- Either party may terminate this agreement upon thirty (30) days written notice to the other.
- **CSNF** may terminate this agreement without notice if the state or federal government terminates or reduces the funds which make this contract possible.
- **CSNF** may terminate this agreement immediately if it is found the Employer violated the terms and conditions of this agreement.
- **CSNF** may terminate and/or not renew the contract if Employer does not retain at least 60% of the employee-trainees hired within a 12 month period. **It is expected that all employee/trainees be retained past the subsidized period.**

Modification and Notice

- This agreement may be modified if both parties sign a written amendment.
- Funder may unilaterally amend this Agreement if there are changes in federal, state or local laws, rules, regulations, or policies.

Compliance with the Law

- The parties agree that this agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
- Venue for litigation regarding this agreement shall be in Madison County, Florida.
- Employer will comply with federal and state laws governing the OJT Program.
- Employer will not encourage or discourage union activities. **If employees are unionized, this agreement has been entered into with their concurrence.**
- **Employer agrees not to engage employee-trainees in sectarian activities or in the construction of sectarian facilities.**
- Neither Employer nor their representative may charge trainee a fee for the placement or referral of the trainee in a position funded by this Agreement.
- **Employer agrees that this program will not result in the displacement or reduction in hours of currently employed workers or impair existing contracts for services.**
- **No funds provided under this Agreement will be used to train an employee-trainee to fill a job opening created by a hiring freeze, lay off or termination of a regular employee to create a vacancy for trainee.**
- If employer has relocated from a different area in the country and terminated employees in that location employer certifies that the date of execution of this agreement is at least 120 days after beginning business operations in the new location. Violations may result in damages pursuant to 20CFR667.268.
- Employer certifies trainees are not members of their immediate family or the immediate family of Employer's supervisory or management staff.
- Employer has not exerted any undue influence or engaged in conduct, which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Agreement.
- If employee-trainee is to be employed on construction or repair projects Employer agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations, 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States."
- As applicable, Employer agrees to comply with the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations, 29 CFR part 5, "Labor Standards

Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction,” which requires that wages be paid to laborers and mechanics at a rate not less than the minimum wages specified by the Secretary of Labor and that wages be paid at least once a week.

- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
- **If agreement is funded with TANF, the following applies:**
 - Employer agrees to comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
 - Employer agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
 - Employer certifies that they are not named in the Federal Debarment and Suspension list pursuant to Executive Orders 12549 and 1268
- **If agreement is funded with NEG, the following applies:**
 - Employer may not place participants for whom wages and benefits are being reimbursed under this Agreement in any job in a casino or other gambling establishment, aquarium, zoo, golf course, or facility which would include an assignment at or near a swimming pool.
 - Employer will adhere to the Jobs for Veterans Act P.L. 107-288 which provides for a priority in accessing employment and training services for certain Veterans and their Spouses
 - None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

Liability

- Employer agrees to hold and save **CSNF**, its officers, contractors and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, contractor or representative of the Employer.

Mutual Assurances and Special Provisions:

- **CSNF** reserves the authority to amend or modify this contract with written bilateral agreement of the Employer. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Employer's budget.
- Misrepresentation of information or documentation presented may require the repayment of all or a portion of funds issued. Provision of fraudulent documentation/ certification may result in state or federal prosecution.
- Mandatory changes in regulations, policies or laws will be unilaterally amended and will be effective upon receipt in writing.
- This agreement may be renewed after the initial period if such an extension is allowed for and approved under **CSNF** guidelines. Such an extension is contingent upon satisfactory performance evaluations and is subject to availability of funds. Terms and conditions of extensions shall be negotiated prior to effective date of any extension.
- By signing this Agreement, all parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, privacy rights of participants, and maintenance of records and other confidential information.

Diane Head
Executive Director

Date

Date

Attachment A: STATE ASSURANCES AND CERTIFICATIONS

The employer assures and certifies that it will comply with the requirements of the Workforce Innovation and Opportunity Act or as amended and the regulations and policies promulgated there under. These are the grants which make the funds for this program available. Employer is also required to comply with Office of Management and Budget Circulars published by the federal Office of Management and Budget. These requirements have already been incorporated into the contract language.

In addition, the following provisions are included as a part of the OJT contract:

- Compensation at the highest of federal, state and local minimum wage;
- **Health and safety standards established under the State and Federal law;**
- Workers' Compensation benefits;
- Benefits and working conditions at the same level of other employees in similar positions;
- Displacement of current employees;
- **Union concurrence (if applicable);**
- Infringement on promotional opportunities of current employees;
- Grievance procedures;
- Nondiscrimination;
- Prohibition on sectarianism.

Failure of the employer to accept or comply with changes, which affect the terms of this contract, shall be sufficient basis for termination.

- A. The employer understands and agrees that verbal communication between the parties will not be accepted in any audit determination or other matter involving interpretation or the rules, policy directives, and regulations governing the implementation of program activities under this contract.
- B. The employer shall establish and maintain records related to the program funded by this agreement in a manner which will allow expenditures to be traced to a source document.
- C. The employer agrees that payments depend upon properly documented proof of performance benchmarks completed and/or allowable costs incurred in accordance with the terms of this contract. **CareerSource North Florida** or its representatives may verify information reported on invoicing documents. THE SUBMITTAL OF FALSE INFORMATION MAY BE CONSIDERED AS FRAUD AND COULD RESULT IN THE IMMEDIATE TERMINATION OF THE CONTRACT.
- D. Verification may be accomplished by on-site reviews of project operations; inspection and/or transcription of any and all project reports, documents, records; interviews with any beneficiary; or observations of any actions covered under the contract. This will be done as unobtrusively as possible.

Diane Head
Executive Director

Date

Date

Extension of On-the-Job Training Agreement #

The afore numbered agreement will be extended upon mutual execution of this document by **CareerSource North Florida** and the Employer for a period of time not to exceed one (1) year.

At the time of this extension, there **are or are not** modifications to the agreement. Modifications are listed below:

If modifications are extensive, a new agreement should be signed.

Deborah Cohn
Deputy Director

Date

Date