

☐ WIOA ☐ WT ☐ WR ☐ COVID-19 ☐ OPIOID ☒ **APSHIP**

On the Job Training Agreement

Agreement Designation: (Amerikey):

Employer FEID #: _____

Contract #: _____

This Agreement is entered into by _____ (Employer) and Pasco-Hernando Workforce Board, hereinafter referred to as (CareerSource Pasco Hernando) to provide On-the-Job Training (OJT) to Trainees determined eligible by CareerSource Pasco Hernando. Individuals deemed eligible may qualify through WIOA, WT, COVID-19, WR, OPIOID or Apprenticeship programs. The positions to be trained, number of trainees, hourly wage, number of weeks, and the percent of reimbursement will be included on the Positions to be Trained, (Attachment 1) of this Agreement. The Training Outline, (Attachment 2), will identify the trainee name, total OJT hours, start date, projected end date and an outline of the training to be provided. Attachments 1 & 2 may be modified upon agreement by both parties. All OJT funds are contingent on funds availability verified by V.P. Finance.

Reimbursement for wages under this Agreement is contingent on funds availability and shall be based on the hourly wage and percent of reimbursement listed on Attachment 1. Reimbursement is to compensate for the extraordinary costs of providing the training and additional supervision related to the OJT. Submission for reimbursement must include the Invoice for On-The-Job Training, (Attachment 3), and supporting documentation required for reimbursement includes a participating company pay stub or cancelled payroll check which clearly shows the OJT trainee(s)' name, pay date, period worked, hours worked, gross pay and all deductions.

Either party may terminate this Agreement for convenience by giving the other written notice prior to the effective date of termination. Additionally, this Agreement is not binding until executed by the Employer and an authorized CareerSource Pasco Hernando representative; the Employer has received and signed the CareerSource Pasco Hernando On-The-Job Training (OJT) Employer's Handbook (Attachment 4); completed the Employer Qualification Checklist (Attachment 5); and the Trainee has signed the Training Outline. Further, the employer agrees to evaluate the trainee every week of training as specified in the Trainee Evaluation Form (Attachment 6).

If a collective bargaining agreement covers the Employer's operation, it must notify the appropriate collective bargaining representative with both information on the On-The-Job Training Program and the rates of pay associated with this Agreement. The Employer agrees to notify CareerSource Pasco Hernando of any non-concurrence from the collective bargaining representative.

The period for this agreement is from the date of signature receipt of the parties and the latest projected end date on Attachment(s) 2.

Employer

I understand and shall abide by this training Agreement and all provisions of its Attachments. The undersigned, as the duly authorized representative of the Employer, has authority to commit the Employer to this Agreement. I certify that either I or a representative of this company shall provide On-the-Job Training in the manner described in the Training Outline for the time period specified in this Agreement. I also certify that nepotism has been discussed with me by CareerSource Pasco Hernando and is absent from the activities covered by this Agreement. I further certify that employees trained under this Agreement will be covered by Worker's Compensation insurance.

Signature:

Date:

Name:

Title:

Address:

Phone/email:

CareerSource Pasco Hernando

I certify that the Trainee(s) to be trained under this Agreement will be recruited by CareerSource Pasco Hernando in compliance with Pasco Hernando Workforce Board procedures; and, that nepotism has been discussed with the Employer and prior to referral with the Trainee and will be absent from the activities covered by this Agreement.

Signature:

Date:

Name: JEROME SALATINO

Title: CEO, PRESIDENT

Address: 16336 Cortez Blvd.

Brooksville, FL 34601

Phone/Email: 352-593-2225

jsalatino@careersourcepascohernando.com

Contract #:_____

Employer: (AMERIKEY)

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Attachment 2

OJT Training Outline

Employer: (AMERIKEY)

☐ WIOA ☐ WT ☐ WR ☐ COVID-19 ☐ OPIOID ☒ APSHIP

Contract #: _____

	Trainee Name /Last four SSN	Total OJT Hours	OJT hourly wage	Rate of Reimbursement	Total OJT Reimbursement	Start Date	Projected End Date
	<div style="display: flex; justify-content: space-between;"> O*NET Code: (SVP Range: 6.0 to < 7.0) EF LMI: Employer Training Requirement: </div>						
	TRAINING OUTLINE BELOW:						
1							
2							
3							
4							
5							
6							

_____ Employer Signature

_____ Trainee Signature

_____ OJT Agreement

_____ Training Outline
(A, B, C, etc.)

_____ Date

Frequency of Payment:
 ☐ - Weekly,
 ☐ - Bi-Weekly,
 ☐ - Bi-Monthly,
 ☐ - Monthly

I certify that the person to be trained under this agreement has been recruited/screened by CareerSource Pasco Hernando in compliance with Pasco Hernando Workforce Board procedures and is WIOA, WT, COVID-19, WR, OPIOID or Apprenticeship eligible and funding is contingent on availability of funding sources for this agreement. All training outline must be signed prior to employment.

(WIOA, WT, COVID-19, WR, OPIOID Representative)

(Title)

(Signature of WIOA, WT, COVID-19, WR, OPIOID Representative)

(Date)

ATTACHMENT 3
Invoice for On-the-Job Training

Contract #: _____

Company Name	
Address	
City	
Contact Person	
Phone Number	
Date:	
Invoice #:	

Bill To:
CareerSource Pasco Hernando
16336 Cortez Blvd.
Brooksville, FL 34601
Attn: Finance and Accounting

Email: OJT-Invoices@careersourcepascohernando.com

On the Job Trainee:	Description	Amount
<i>John Doe</i>	<i>Pay Period 7/24/11 - 7/30/11 (50% of x 40.0 @\$10.00p/h)</i>	<i>\$ 200.00</i>

Total Due \$

Supporting documentation required for reimbursement includes a pay stub or cancelled payroll check which clearly shows the OJT trainee's name, pay date, period worked, hours worked, gross pay and all deductions.

ATTACHMENT 4
On-The-Job Training (OJT)
EMPLOYER'S HANDBOOK/POLICY/SOP

Contract #: _____

CareerSource Pasco Hernando

We appreciate your interest in joining our team of employers who provide On-the-Job Training (OJT) opportunities for qualified residents of Pasco and Hernando Counties.

Please read the attached handbook so that you can become familiar with our OJT programs and its potential benefits to your business.

(WIOA): WORKFORCE INVESTMENT OPPORTUNITY ACT

(WT): WELFARE TRANSITION

(WR): WORKFORCE REENTRY

(COVID-19)

(OPIOID)

(APSHIP) APPRENTICESHIP

Purpose

The Pasco Hernando Workforce Board (PHWB) operates as CareerSource Pasco Hernando administers the following federally and local funded programs: Workforce Innovation and Opportunity Act (WIOA) 2014, Welfare Transition, Workforce Reentry, COVID-19, OPIOID, Apprenticeship grant. Funds for these programs are provided to the PHWB through the State of Florida and Pasco County Board of County Commissioners. The purpose of these funds is to provide activities that will increase the employment, retention, occupational skill attainment and earnings of participants. In addition, its goals are to improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the state. These programs provide specific opportunities to youth and adults who have significant barriers to employment and Dislocated Workers.

On-the-Job Training Structure

On-the-Job Training (OJT) is one of several training designs offered through PHWB service system, CareerSource Pasco Hernando. WIOA, WT, COVID-19, WR, OPIOID and Apprenticeship eligible Trainees are suitable for OJT services when the assessment and lack of success in job search or job skills determines that OJT is the appropriate activity. A training outline is developed for each OJT trainee, is offered employment with the same insurance coverage, working conditions, pay, and fringe benefits afforded to other employees. To offset some of the extraordinary costs associated with the training of the Trainee so placed, the PHWB may reimburse the Employer the amount noted on Attachment 1 and 2.

At the conclusion of the OJT Agreement, the trainee is retained by the Employer with the same terms of employment, insurance coverage, working conditions, pay, and fringe benefits afforded to other employees in an equivalent position provided that the Trainee is able to adequately perform the job. Additional Agreements will not be entered into if the Employer exhibits a pattern of failing to provide OJT Trainees continued employment, wages, benefits and working conditions as similar employees.

The Employer should clearly explain to the Trainee all performance expectations at the start of the training program. If, at any time during the length of the training Agreement, these expectations are not being met, the Employer should notify a CareerSource Pasco Hernando business service consultant. The Employer will inform the Trainee and CareerSource Pasco Hernando of identified areas of unsatisfactory progress or performance and will allow reasonable time for correction or improvement. The Employer shall also inform CareerSource Pasco Hernando of any excessive absenteeism, serious illness, or of the termination of a Trainee for any reason within five days of the occurrence of the event.

General Provisions

- A. An authorized CareerSource Pasco Hernando business service consultant or representative will be made available at the Employer's request to assist in implementing any of the matters described herein.
- B. The Employer, as a condition of the acceptance of the OJT reimbursement, will provide supervision, the occupational training, and retain the Trainee in a permanent, full-time unsubsidized position directly related to the OJT.
- C. No officer, employee, agent, or representative of the Employer may charge an individual a fee for the placement or referral of such individual in or to a training program funded under this Agreement or amendments thereto.
- D. This program shall not result in the displacement of currently employed workers or impair existing contracts for services.
- E. No funds provided under this Agreement shall be used to train Trainees to fill a job opening created by the action of the Employer through layoff or terminating the employment of any person in anticipation of filling the vacancy so created by the hiring of a CareerSource Pasco Hernando Trainee.
- F. No OJT Trainee shall be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze or when any non-OJT person is on a layoff from the same or substantially equivalent position or when the non-OJT person has been bumped and has recall or bumping rights to that position pursuant to the Employer's personnel policy or a collective bargaining agreement. A layoff is in effect:
 - (1) Until the expiration of the period required by a recall list; or
 - (2) If no recall or re-employment right exists, for a period of one year from the last layoff or until the next Employer fiscal year, whichever occurs later.
- G. No WIOA, WT, COVID-19, WR, OPIOID or Apprenticeship funds for OJT wages will be provided to the Employer as a result of its business, or any part thereof, relocating from outside of the Tampa-St. Petersburg-Clearwater metropolitan statistical area, where such relocation has resulted in unemployment. Information concerning the relocation status of the business is required by federal

regulation to be documented. OJT Trainee wage reimbursements cannot be made unless the required information has been provided and, if relocation has occurred, that no employees in the previous community were dislocated or that if any dislocation occurred, the employer has been in business in the Region for a minimum of 120 days.

- H. All OJT employment job titles must be listed on the current program year Region 16 Demand Occupations List. One exemption allows WR, COVID-19 and OPIOID OJT homeless candidates with barrier to receive employment outside the Demand Occupation list.
- I. None of the funds appropriated under this Agreement may be used to support any religious or anti-religious activity. Trainees in the program may not be employed in the construction, operation or maintenance of any facility that is used for religious instruction or worship.
- J. Appropriate standards for health and safety in work and training situations will be maintained at all times. The health and safety standards shall be at least as effective as that which would be required under the Occupational Safety and Health Act of 1979 (29 U.S.C. 651 et seq.). The Employer further agrees to keep records of Trainee injuries and illnesses in accordance with the provision of Part 1904 of Title 29 of the Code of Federal Regulations.
- K. None of the funds appropriated under this Agreement shall be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
- L. All laborers and mechanics employed by the OJT Employer or any of its sub-contractors in any construction, and/or alteration or repair (including painting and decorating of projects and buildings), which are federally assisted shall be paid wages at rates not less than those prevailing on similar construction in the locality, in accordance with the Davis-Bacon Act.
- M. PHWB funds shall not be used to make contributions to retirement plans on behalf of Trainees.
- N. PHWB funds can only be used for reimbursement of regular wages up to the agreed upon reimbursement amount. If a Trainee works overtime, the employer must pay the full amount of the overage for overtime wages.
- O. CareerSource Pasco Hernando will recruit and counsel the Trainee, monitor the Trainee's performance, provide the Trainee with pre-employment skills training, referral to other supportive services, and follow-up after completion of the training. These services will be provided at no cost to the Employer.
- P. The Employer will evaluate the Trainee the end of every week of his/her training for skill acquisition and daily performance/behavior to determine whether the retention after training completion is practical. If not, then the Employer must inform both the Trainee and the CareerSource Pasco Hernando representative and terminate the OJT Agreement.
- Q. The Employer shall inform CareerSource Pasco Hernando following completion of the Trainee's OJT as to whether or not the employer has retained the Trainee as a permanent employee, and if not, the reason(s) why.
- R. Either party may terminate this Agreement for convenience by giving the other notice prior to the effective date of termination. The termination notice must be in writing and signed by an authorized agent of the terminating party. During the interim between the termination notice and date of termination, the Pasco Hernando Workforce Board will reimburse only those costs incurred pursuant to normal operations as set out in the Agreement between the parties.
- S. No Trainee may be hired under this Agreement if nepotism exists: the OJT Employer shall not hire a Trainee in an administrative capacity, staff position, or on-the-job training position funded under this Agreement if any member of the Trainee's immediate family is employed in an administrative capacity with the OJT Employer. The OJT Employer's staff person shall not appoint, employ, promote or advance, or advocate for appointment, employment, promotion or advancement in or to a position in the organization over which the staff person exercises jurisdiction or control over any individual who is a member of the individual's immediate family. Immediate family shall be defined as: wife, husband, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, first cousin, grandparent, or grandchild. An individual may not be appointed, employed, promoted or advanced into a position or to a funded organization if such appointment, employment, promotion or advancement has been advocated by a staff person serving in or exercising jurisdiction or control over the entity who is also a member of the individual's immediate family.
- T. _____ agrees funds will not be used directly or indirectly, promote, or deter union organizing
- U. _____ agrees funds will not be used to directly or indirectly aid in the filling of a job opening which is vacant because the former occupant is on strike or locked out in the course of a labor dispute or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.

CareerSource Pasco Hernando Agrees:

- A. That the training may not exceed fifty two (52) weeks in duration for an Apprenticeship OJT.
- B. To provide outreach and recruitment, motivational counseling, supportive services and other assistance to the Trainees while they are in training, as well as any needed follow-up after training as requested by the Employer.
- C. To update the Trainee's Career Plan on an on-going basis.
- D. To conduct on-site monitoring of the OJT Employer to verify compliance with the terms of the OJT Agreement.
- E. To certify the validity and propriety of amounts requested by the Employer for reimbursement of cost related to OJT. Pasco Hernando Workforce Board's financial obligation shall be limited solely to the amount and terms of the Agreement.
- F. To verify payroll and time and attendance records.
- G. To assure the training is being provided as specified in the OJT Agreement.

All of the above mentioned duties must be documented and records maintained in the Trainee's file.

The Employer Agrees:

- A. To provide training to a CareerSource Pasco Hernando Trainee to attain acceptable entry level functioning in any of the occupations listed in the current program year Demand Targeted Occupations list, as it exists in the employing establishment and as displayed on Attachment 2.
- B. To evaluate the Trainee each week of completed his/her training for skill acquisition, performance, and daily conduct to determine whether the retention after training completion is practical. If not, then the Employer must inform both the Trainee and the CareerSource Pasco Hernando representative and terminate the training Agreement.
- C. To hire Trainees as members of the regular work force and to retain the Trainees at the conclusion of the Agreement, provided that the Trainees are able to adequately perform the job.
- D. To provide On-the-Job Training utilizing only employees of the Employer to provide instructions.
- E. To maintain Workers' Compensation coverage for all Trainees in an amount that is consistent with Chapter 440 of the State of Florida Statutes.
- F. To the extent permitted by state law, the Employer agrees to hold harmless and, if necessary, defend and indemnify CareerSource Pasco Hernando and/or its funding sources from all claims, liabilities, suits of any nature whatsoever arising out of, because of, or due to any breach related to the implementation of this Agreement.
- G. To submit an invoice(s) and supporting documentation for Trainee(s) showing claims for reimbursement. To submit invoices at the rate specified in the OJT Agreement for the specified period of the Agreement. The final claim for reimbursement must be submitted within 30 days of completion of the OJT training hours.
- H. To establish and maintain an auditable system, in accordance with recognized accounting practices. The Employer shall maintain records related to this Agreement and retain such records for five years, or until all litigation, claims or audits have been satisfactorily resolved, whichever occurs later. The retention period begins upon the Pasco Hernando Workforce Board Board's payment of the final invoice.
- I. To repay to the Pasco Hernando Workforce Board amounts found not to have been expended in accordance with the provisions of the OJT Agreement. The Employer shall be liable to repay such amounts, from funds other than funds received under this Agreement, upon a determination that the wrongfully expenditure of funds was due to willful disregard of the requirements of the Act, gross negligence, or failure to observe accepted standards of administration. No such finding shall be made except after notice and opportunity for a fair hearing.
- J. No officer, employee, agent, or representative of the Employer may charge a trainee a fee for the placement in, or referral to a training program funded under this Agreement or amendments thereto.
- K. The Employer assures and certifies that it will comply with the requirements of the Workforce Innovation and Opportunity Act of 2014 as amended, hereafter referred to as the Act, as applicable and with the regulations and policies promulgated there under and all applicable Office of Management and Budget (OMB) Circulars. The Employer further agrees to comply with all subsequent revisions, modifications, and amendments to the Act, regulations, policies promulgated and applicable OMB Circulars and with Titles VI and

VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Age Discrimination Act, Executive Order 13672 Prohibiting Discrimination Based on Sexual Orientation and Gender Identity by Contractors and Subcontractors, as well as regulations promulgated pursuant to those acts. Failure of the Employer to accept or comply with changes which affect the terms of this Agreement, and which CareerSource Pasco Hernando shall present, in writing, shall be sufficient basis for termination by CareerSource Pasco Hernando.

- L. The Employer understands and agrees that verbal communication between the parties will not be accepted in any audit determination or other matter involving interpretation of the rules, policy directives, and regulations governing the implementation of program activities under this Agreement.
- M. The Employer agrees to give CareerSource Pasco Hernando, the PHWB, Florida Department of Economic Opportunity (DEO), United States Department of Labor or Department of Health and Human Services and the United States Comptroller General, Pasco County Board of County Commissioners if applicable, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the Agreement and will maintain said records, books, papers or documents for a period of five years from the date of termination of this Agreement, unless audit exceptions have been identified. If audit exceptions have been identified, the Employer agrees to retain records until all audit exceptions are resolved. The Employer agrees to take corrective action for any matter found to be out of compliance as a result of the review by any of these parties.
- N. The Employer agrees to obtain and maintain all applicable business licenses and comply with all ordinances and statutes of the state and insurance requirements.
- O. The Employer agrees to maintain a grievance procedure to handle any grievances or complaints that the OJT Trainee may have. If the Employer does not have one, he/she agrees to use the Pasco Hernando Workforce Board grievance procedures. If the Employer elects to use its own grievance procedures, the Employer must advise all OJT Trainees of their right of appeal through the Pasco Hernando Workforce Board grievance procedures.
- P. The Employer agrees to comply with the provisions of the Certification Regarding Lobbying, Certification Regarding Debarment, Suspension and Other Matters, Public Entity Crime, Florida Clean Indoor Air Act and the Certification regarding a Drug-Free Workplace.
- Q. The Employer may submit invoices at the negotiated frequency of reimbursement that is convenient to the Employer. The frequency of reimbursement that has been negotiated for the OJT Agreement will be indicated on Attachment 2 – Training Outline. The preferred method of invoicing is through the invoice form, ATTACHMENT 3. If this form is difficult to complete because of the Employer's individual system then the Employer can use an alternate procedure.
 - Alternative 1 Submit copy of readable approved payroll register showing deductions, etc.
 - Alternative 2 Submit abbreviated invoice form and copies of cancelled payroll checks.
 - Alternative 3 Submit abbreviated invoice form and copies of pay stubs showing cash payments made and withholding amount taken.
- R. The final invoice from the Employer is due no later than thirty days after the completion of the total hours covered by the Agreement, or no later than thirty days after the end date of the Agreement.

Employer Handbook/OJT Policy Signature Page

Contract # : _____

I have read and understand the provisions as outlined herein and understand these provisions are incorporated by reference in the OJT Agreement.

Employer: _____

Name of Authorized Employer Representative

Title

Signature of Authorized Employer Representative

Date

Jerome Salatino
Name of Authorized CareerSource Pasco Hernando Representative

CEO/President
Title

Signature of Authorized CareerSource Pasco Hernando Representative

Date

ATTACHMENT 5

Contract #: _____

OJT: EMPLOYER QUALIFICATION CHECKLIST

Employer Name: _____

Employer Address: _____

#	QUESTION	ANSWER			SUPPORTING DOCUMENTATION	
		NO	YES	N/A	DESCRIPTION	Initials
1	Is Employer fully licensed to conduct business in the Tampa-St. Petersburg-Clearwater metropolitan statistical area?				Occupational License or Corporation License Renewal Date: / /	
2	Has the Employer relocated within the last 120 days and dislocated any employee from the previous community?				If answer is YES to question # 2, business is ineligible for OJT	
3	Is Employer current on all federal, state and/or local tax obligations?				If answer is NO to question # 3, business is ineligible for OJT	
4	Does the Employer provide Workers' Compensation coverage? <i>If answer to question #4 is NO, business is ineligible for OJT</i>				Expiration Date: / / Policy # _____	
5	Has the Employer previously exhibited a pattern of failing to provide OJT Trainees continued employment with wages, benefits and working conditions similar to other employees?				If answer is YES to question # 5, business is ineligible for OJT	

I hereby certify that all documents stated herein are current with State and Federal requirements.
I understand that all documents are subject to audit.

Signature of Employer Representative

Date

Name of Employer Representative

Title of Employer Representative

ATTACHMENT 6

Contract # : _____

Trainee Evaluation

Employer Name

Trainee Name

Training Location

SSN (last 4 digits)

The Service Provider is responsible for making sure that each trainee learns as much and performs as well as possible on the job. In order to do this most effectively the Service Provider needs to know how the trainee is doing. Please complete this form as accurately as possible so that any problems may be solved immediately. The signature of both the supervisor and the trainee are required. Training evaluation(s) must be submitted each week of completed training.

Criterion	Grade (see scale)	Comments
1. Acceptance of responsibility (follows direction)		
2. Displays initiative in his or her work.		
3. Tact, courtesy, cooperation, relationship with others.		
4. Degree of Accuracy (thorough and efficient)		
5. Promptness in reporting to work.		
6. Regularity in reporting to work.		
7. Personal grooming (Proper appearance and dress for work situation).		
8. Good judgment (Makes appropriate decisions).		
9. Job Knowledge (Skills used in the job).		

Grading Key: A: Superior B: Good C: Average D: Poor

Supervisor Name

Trainee Name

Supervisor Signature

Trainee Signature

(Date)

(Date)

____ The trainee is progressing satisfactorily in meeting training, performance and conduct goals in order to retain employment at the completion of the OJT agreement period.

____ The trainee is NOT progressing satisfactorily in order to retain employment at the completion of the OJT agreement period.