

SFWIB ON-THE-JOB TRAINING (OJT) POLICY

I. OF INTEREST TO

The On-the-Job Training (OJT) Policy should be of interest to members of the South Florida Workforce Investment Board (SFWIB), SFWIB staff, Contractors (Service Providers), Training Vendors, Businesses, Job Seekers, and Employees in Region 23 (Miami-Dade and Monroe counties).

II. SUBJECT

On-the-Job Training (OJT)

III. PURPOSE

The purpose of the OJT Policy is to provide all SFWIB stakeholders with parameters regarding the use of formula training funds through OJT agreements. As seen in the Agency for Workforce Innovation (AWI) Final Guidance 00-009, OJT is a required component of the SFWIB Training Master Plan.

IV. STATUTORY AUTHORITIES

Workforce Innovation and Opportunity Act (WIOA), Public Law (Pub. L.) 113-125 enacted July 22, 2014, supersedes Public Law 105-220, Workforce Investment Act of 1998 (WIA)

Florida Statutes, Title XXXI, Chapter 445, Workforce Innovation Act of 2000

V. BACKGROUND

The WIOA includes OJT as one of its approved training services. SFWIB provides OJT services via an agreement with a business (public, private non-profit or private for-profit), Service Provider, and an eligible participant. Through OJT, businesses may receive funding to assist in offsetting the extraordinary costs of hiring and training a new employee.

VI. DEFINITIONS

A. *On-the-Job Training (OJT)*

Section 3 (44) of WIOA defines On-the-Job Training as training by an employer that is provided to a paid participant while engaged in productive work in a job that:

1. Provides knowledge or skills essential to the full and adequate performance of the job;
2. Provides reimbursement to the employer a percentage of the wage rate for a participant(s), except as provided in section 134(c)(3)(H), for the extraordinary cost of providing the training and additional supervision related to the training; and
3. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work

ATTACHMENT 6 (EXHIBIT A)

experience of the participant, and the service strategy of the participant, as appropriate.

B. Conflict of Interest

1. The SFWIB will not favor a referral from and/or to a member of the SFWIB over another business in the community. OJT placements shall be made based upon what will be most beneficial to the participant.
2. The SFWIB shall be notified whenever the OJT Agreement is connected to a SFWIB member, Service Provider or employee.
3. Service Providers are prohibited from recommending an agreement or making OJT referrals to businesses who are members of their immediate family or members of families of other Service Provider staff or SFWIB staff.
4. The contracted OJT business shall not hire a participant who is a relative (member of the family) of the business. Relative is defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister. (Section 112.3135, Florida Statutes)

C. Credentials

Credentials include, but are not limited to, a high school diploma, including special diplomas; GED or other recognized equivalents; post-secondary degrees/certificates; recognized skill standards such as occupational completion points (OCP); licensure or industry-recognized certificates; and, successful completion of OJT and Customized Training.

D. Reverse Referrals

A reverse referral is when the business has identified someone they would like to hire but the individual has demonstrated skills deficiency related to the position's requirements. A business may refer a job applicant to the Service Provider for potential OJT enrollment. In the case of reverse referrals, the candidate must schedule an eligibility determination and assessment appointment with a Service Provider and must be eligible for WIOA as a dislocated worker or adult. The Service Provider must utilize normal eligibility assessment and enrollment procedures.

Participant's eligibility must be determined prior to employment; no pre-hires or period of employment prior to the execution of an OJT agreement and participant training plan are acceptable.

VII. ELIGIBILITY

A. Business

Prior to entering into an agreement for OJT services with a business, the Service Provider shall ensure that the business is eligible.

ATTACHMENT 6 (EXHIBIT A)

Businesses that meet the following criteria are considered eligible and may, subject to available funding, enter into an OJT agreement:

1. Located in the State of Florida;
2. Hold valid business tax receipt (formally an occupational license) and/or zoning permit;
3. Maintains Workers Compensation Insurance (if applicable);
4. Active business as verified by Florida Department of State Division of Corporations (www.sunbiz.org);
5. Business has operated at current location for at least 120 days.

B. Participant

Participants (adult and dislocated workers) that meet the following criteria may, subject to available funding, receive OJT through an executed agreement:

1. Eligible under one of the SFWIB funded programs: WIOA Youth, WIOA Adult, WIOA Dislocated, TANF, Refugee, etc.
2. Not fully skilled in the chosen occupation, is in need of Training Services, and has the skills and qualifications to successfully complete the OJT.
3. Under the WIOA, has received individualized services, which include career planning.

A participant in a registered apprenticeship who is employed as part of that arrangement, may receive OJT and must be treated as other OJTs provided for employed workers as described in § 680.710 under the WIOA.

On-the-Job Training may be provided in same manner as described in § 680.700 under the WIOA for an unemployed participant in a registered apprenticeship.

VIII. OJT AGREEMENT

A. Conditions

1. Participants may not commence training and businesses may not hire prior to the execution of the OJT agreement. The agreement is executed when signed by all required parties, i.e., Service Provider, business, and participant.
2. The following three sections must be pre-negotiated and included in the OJT agreement:
 - a. Percent of Reimbursement;
 - b. Timeframe for achievement of competencies. The timeframe must include the maximum number of hours for which reimbursement will be provided; and
 - c. Intervals at which the business will be reimbursed.
3. The appropriate signatory for the business shall be either the owner where the business is incorporated; a partner where the business is a partnership; or an officer if the business is a corporation. Corporations sometimes designate signatories other than their officers. In such instances, written authority transferring signatory responsibilities must be obtained by the individual responsible for developing the agreement.

**ATTACHMENT 6
(EXHIBIT A)**

4. Service Providers are responsible for reviewing the agreement with both the business and the participant prior to execution to assure that the business and participant wholly understand and are familiar with the requirements of the agreement.
5. The participant's attainment of competencies must be routinely documented by the business and Service Provider, and placed in the participant's file.
6. OJT may be sequenced with, or accompanied by, other types of training, as applicable under the law.
7. Businesses shall establish and maintain records with respect to all matters covered by the OJT agreement. Businesses shall retain such records for at least five (5) years from the date of final payment, or until all related federal and state audits or litigation is completed, whichever is later. Businesses shall allow public inspection of all documents, papers, letters or other materials made or received by the business in conjunction with the OJT agreement, unless the records are exempt under federal or state law.
8. The Business 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.
9. The OJT business shall comply with the nondiscrimination and equal opportunity provisions of federal or state law.
10. An OJT agreement may be entered into through a registered apprenticeship program for training participants. OJT agreements shall be with the employer, and may be used to support the OJT portion of the apprenticeship program which may involve both classroom and on-the-job instruction.

B. Duration

1. An OJT agreement shall be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the agreement, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's career plan.
2. OJT agreements shall not exceed six months of training unless there is documented justification and written approval from the SFWIB Executive Director.
3. The OJT duration caps at six months
4. An OJT agreement may be written or extended beyond the initial periods under the following conditions:

**ATTACHMENT 6
(EXHIBIT A)**

- a. A barrier to skills attainment is identified during training, which was not evident during the assessment.
- b. The participant has been unable to master the skills within the agreement's time frame.
- c. The training plan measures used during the assessment to identify participant's skills proficiencies prove to be inadequate based upon business evaluation after participant is placed on the job.
- d. There is an upgrade in the participant's job description from that developed upon entry into training, in which case the ending wage for the participant should be increased from the wage identified upon entry into training.

C. Compensation

1. Reimbursement for wages under an OJT agreement is based on the hourly wage rate and applicable percentage rate for competencies/skills in the training outline in accordance with the Law. For purposes of the provision of OJT under this policy, an employer may be reimbursed an amount of the wage rate of a participant for the extraordinary costs of providing the training and additional supervision related to the OJT.
2. The reimbursement level may be in an amount of up to 75% percent of the participant's hourly wage and may be based on a number of factors, including:
 - i. Company size
 - ii. The characteristics of the participants (WIOA sec.134(c)(3)(H)(ii)(I)), including whether the OJT contract leads to employment for individuals with barriers to employment
 - iii. Quality of employer-provided training and advancement opportunities
 - iv. Wage and benefit level of the employee both before and after OJT completion, and relation of training to the competitiveness of the participant.
 - v. Retention of employees from previous OJT agreements

The following reimbursement amounts will be permitted:

- a. **Up to 75 percent** of the participant's wage rate for companies with 50 or fewer employees when hiring at an SVP Level of three or greater; and/or
- b. Companies that have between 51-250 employees where one of the following applies:
 - i. Hire participants with special characteristics such as barriers to employment as defined in WIOA sec. 3(24).
 - ii. Provide quality training and advancement opportunities to the participant taking into consideration whether the training is in an in-demand occupation that may lead to an industry-recognized credential; training in relations to the competitiveness of the participant; and wage and benefit levels of the employees (both at present and after completion). The participant must be hired at an SVP Level of three or greater, reference Prohibitions, Section XI (4) of this policy.
 - iii. Provide a wage and/or benefit level increase at the completion of the training.

**ATTACHMENT 6
(EXHIBIT A)**

- iv. Businesses who have retained employees in previous OJT agreements.
- c. **Up to 60 percent** of the participant's wage rate for employers with 51-250 employees that do not to hire from the special groups and the parameters as outlined above.
- d. **Up to 50 percent** of the participant's wage rate for employers with 251 or more employees that do not to hire from the special groups and the parameters as outlined above.

The Service Provider must document the factors used to validate the increase in wage reimbursement levels above 50 percent up to 75 percent.

3. Eligible Service Providers may not execute OJT agreements exceeding a total possible business compensation of \$7,500 per participant without prior written SFWIB approval.
4. Participants employed under an OJT agreement shall be compensated by the business at the same rates, (including periodic increases) as similarly situated employees. In no event, however, shall OJT participants be paid less than the higher of the minimum wage specified under the Fair Labor Standards Act of 1938, as amended or the applicable state or local minimum wage.
5. Participants employed under a SFWIB OJT agreement shall receive the same fringe benefits and be subject to the same working conditions granted to regular employees under the same or similar occupational title.
6. Payments to a business under an OJT agreement shall not exceed any program specific guidelines and limitations, for the costs of providing the training and additional supervision related to the training.
7. OJT payments may not be based on overtime, shift differential, premium pay and other non-regular wages paid by the business to participants.
8. Businesses may not pay OJT participants in cash.
9. Businesses shall submit certified payroll records, as part of the invoicing process, in order to receive the applicable reimbursement.
10. Businesses will be reimbursed by Service Providers. The final reimbursement shall be made upon the completion of the last competency and when proper documentation has been provided. Reimbursement should coincide with the business' pay period. The reimbursement amounts will be based upon the relevant funding stream requirements and any waivers at the time of the agreement. As seen in Section X of this policy, Service Providers may submit a written request to the SFWIB Executive Director to approve an exception to the reimbursement process.

IX. GRIEVANCES AND APPEALS

Service Providers shall advise participants of their right of appeal using either the business' grievance procedures, or those of the SFWIB, if previously agreed with the business. If a business elects to use its own grievance procedures, the business must agree to provide information to SFWIB as to actions taken under those procedures. If the participant is not satisfied with the outcome after using the business' grievance procedures, then he/she may elect to file a grievance with SFWIB under the SFWIB grievance procedures.

X. EXCEPTIONS

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director.

XI. PROHIBITIONS

1. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
2. OJT agreements shall not be written for part-time employment. Proof of full-time employment shall be established and documented by the business. Whether the participant is categorized as full-time shall be verified by the Service Provider. Service Providers may submit a written request to the SFWIB Executive Director for an exception to this rule prior to execution of an OJT agreement.
3. OJT agreements shall not be written for jobs with a Specific Vocational Preparation (SVP) of two or under, except for participants who have a documented disability for whom such a placement would be appropriate or where written justification is provided to and approved by the SFWIB Business Services Manager. Documentation shall indicate the appropriateness of training and why the training is necessary to obtain the skills for the job. Lack of prior work history or non-English speaking are not to be considered disabilities for the purpose of complying with this provision, but may justify placement into a job with a low SVP.
4. The Service Provider shall not enter into agreement with a business who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
5. No officer, employee, agent, or representative of the Business or Service Provider may charge a participant a fee for the placement or referral of such individuals in or to a training funded under an OJT agreement or amendments thereof.

ATTACHMENT 6
(EXHIBIT A)

6. A participant in a program or activity authorized under title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
7. An OJT funded agreement must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the agreement is initiated.
8. An OJT participant may not be employed in or assigned to a job if:
 - a. Any other individual is on layoff from the same or any substantially equivalent job;
 - b. The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the OJT participant; or
 - c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
9. OJT funds shall not be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
10. OJT funds may not be used to directly or indirectly assist, promote or deter union organizing.
11. OJT participants shall not be placed in a home-based business.
12. OJT funds shall not be used to encourage or induce a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.



On-The-Job Training (OJT) BUSINESS HANDBOOK

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

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

Service Provider

Employer Consultant

Telephone Number



**On-The-Job Training (OJT)
EMPLOYER'S HANDBOOK**

Purpose

The South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida has empowered its administrative entity, to administer the following federally funded programs: Workforce Investment Act (WIA1998)/ Workforce Innovation Act (WIA2000), and Welfare Transition (WT). Funds for these programs are provided to the CareerSource South Florida through the State of Florida. The purpose of these funds to provide activities that will increase the employment, retention, occupational skill attainment and earnings of participants and 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, Dislocated Workers, and Welfare Transition participants.

On-the-Job training Structure

On-the-Job Training (OJT) is one of several training designs offered through the CareerSource South Florida system. Welfare Transition and WIA eligible individuals are eligible for OJT services when the assessment determines that OJT is the appropriate activity. A training plan is developed for each participant and upon completion of the training competencies the participant 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 individual so placed, the CareerSource South Florida it may reimburse the Employer an amount that does not exceed 50% of the participant's wages during the training period.

The employer should clearly explain to the participant all performance expectations at the start of the training program. If, at any time during the length of the training contract, these expectations are not being met, the employer should notify the Service Provider employer consultant. The Employer will inform the participant and the Service Provider of identified areas of unsatisfactory progress or performance and will allow reasonable time for correction or improvement. The employer shall also inform the Service Provider of any excessive absenteeism, serious illness, or of the termination of a trainee for any reason within five (5) days of the occurrence of the event.

General Provisions

- A. An authorized Service Provider employer consultant 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 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 contract 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 by this contract shall be used to train participants to fill a job opening created by the action of the Employer in laying off or terminating the employment of any person in anticipation of filling the vacancy so created by the hiring of a Service Provider's participant.
- F. No OJT participant 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 lay-off 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 (1) year from the last layoff or until the next employer fiscal year, whichever occurs later.
- G. No WIAWT 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 Miami-Dade County/Monroe County 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 participant wage reimbursement payments 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. None of the funds appropriated under this contract may be used to support any religious or anti-religious activity. Participants in the program may not be employed in the construction, operation or maintenance of any facility that is used for religious instruction or worship.
- I. 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 participant injuries and illnesses in accordance with the provision of Part 1904 of Title 29 of the Code of Federal Regulations.
- J. None of the funds appropriated under this contract shall be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
- K. All laborers and mechanics employed by the contracted 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.
- L. SFW funds shall not be used to make contributions to retirement plans on behalf of participants.
- M. SFW funds can only be used for reimbursement of regular wages up to the agreed upon reimbursement amount. If an employee works overtime, the employer must pay the full amount of the overage for overtime wages.
- N. The Service Provider, the Career Center, or both 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.



- O. The Employer shall inform the Service Provider following completion of the individual's training as to whether or not the employer has retained the trainee as a permanent employee, and if not, the reason(s) why.
- P. Either party may terminate this contract for convenience by giving the other notice thirty (30)-days 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 CareerSource South Florida will reimburse only those costs incurred pursuant to normal operations as set out in the contract between the parties.
- Q. No trainee may be hired under this contract if nepotism exists: the Contracted OJT Employer shall not hire a person in an administrative capacity, staff position, or on-the-job training position funded under this Contract if any member of the individual's immediate family is employed in an administrative capacity with the Contracted OJT Employer. The Contracted 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, aunt, uncle, niece, nephew, stepparent, stepchild, first cousin, grandparent, or grandchild. An individual may not be appointed, employed, promoted or advanced in, to 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.

The Service Provider Agrees:

- A. That the training time does not exceed the maximum allowable for each occupation according to the Specific Vocational Preparation (SVP) levels, meaning the amount of time required to learn the technical questions, acquire information and develop the facilities for average performances in a specific job.
- B. To provide outreach and recruitment, motivational counseling, supportive services and other assistance to the participants while they are in training, as well as any needed follow-up after training as requested by the employer.
- C. To update the participant'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 contract.
- E. To certify the validity and propriety of amounts requested by the employer for reimbursement of cost related to the OJT. CareerSource South Florida's financial obligation shall be limited solely to the amount and terms of the contract.
- F. To verify payroll and time and attendance records.
- G. To assure that the training is being provided as specified in the OJT contract.

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



The Employer Agrees:

- A. To provide training to a participant to attain acceptable entry level functioning in the occupation, as it exists in the employing establishment and as displayed on the attached outline of On-the-Job Training.
- B. To hire participants as members of the regular work force and to retain the participants at the conclusion of the contract, provided that the participants are able to adequately perform the job.
- C. To provide On-the-Job Training utilizing only employees of the organization to provide instructions.
- D. To maintain Workers' Compensation coverage for all trainees in an amount that is consistent with Chapter 440 of the State of Florida Statutes.
- E. To the extent permitted by state law, the Employer agrees to hold harmless and, if necessary, defend and indemnify the Service Provider 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 contract.
- F. To submit an invoice(s) and time sheet(s) or comparable documentation for participant(s) showing claims for reimbursement. To submit invoices at the rate specified in the OJT contract for the specified period of the contract as supported by invoices and documentation of the accomplishment and completion of the performance information. The final claim for reimbursement must be submitted within 30 days of completion of the OJT contracted training hours.
- G. To establish and maintain an auditable system, in accordance with recognized accounting practices. The Employer shall maintain records related to this contract and retain such records for five (5) years, or until all litigation, claims or audits have been satisfactorily resolved, whichever occurs later. The retention period begins upon the CareerSource South Florida's payment of the final invoice.
- H. To repay to the CareerSource South Florida amounts found not to have been expended in accordance with the provisions of the OJT contract. The employer shall be liable to repay such amounts, from funds other than funds received under this contract, upon a determination that the mis-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.
- I. The Employer assures and certifies that it will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 105.220) as amended, hereafter referred to as the Act, or Welfare Transition Program, as applicable and with the regulations and policies promulgated there under and all applicable 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, 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 contract, and which the Service Provider shall present, in writing, shall be sufficient basis for termination by the Service Provider.
- J. 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 contract.



- K. The Employer agrees to give the Service Provider, the CareerSource South Florida, the Florida Department of Economic Opportunity, State of Florida, United States Department of Labor or Department of Health and Human Services and the United States Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the contract and will maintain said records, books, papers or documents for a period of five (5) years from the date of termination of this contract, 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.
- L. The Employer agrees to obtain and maintain all applicable business licenses and comply with all ordinances and statutes of the state and insurance requirements.
- M. The Employer agrees to maintain a grievance procedure to handle any grievances or complaints that the OJT participant may have. If the employer does not have one, he/she agrees to use the CareerSource South Florida grievance procedures. If the Employer elects to use its own grievance procedures, the employer must advise all OJT participants of their right of appeal through the SFW grievance procedures.
- N. 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.
- O. The Employer may invoice the CareerSource South Florida at the negotiated frequency of payment that is convenient to the Employer. The frequency of payment that has been negotiated for the OJT contract will be outlined in the "Competency Certifications and Payment Methods" Attachment A section of the OJT contract. The preferred method of invoicing is through the invoice form attached. If this form is difficult to complete because of the Employer's individual system then the Employer can use an alternate procedure.

The employer must submit copy of readable, time sheets, approved payroll register showing deductions and net pay and copies of cancelled payroll checks. When a competency payment is due, the employer must submit an original signed "Competency Certification" form.

The final invoice from the employer is due to the CareerSource South Florida no later than thirty-(30) days after the completion of the total hours covered by the contract, or no later than thirty-(30) days after the end date of the agreement.



DEFINITIONS, REQUIREMENTS, & LIMITATIONS

Definition of On-the-Job Training (OJT)

OJT simultaneously trains and employs an under-skilled job seeker. The contract compensates the employer for the costs of providing the training and any additional supervision related to the training by reimbursing up to 50% of the trainee's wages during the contract period.

At the conclusion of the OJT contract, the participant is retained by the employer with all the same terms of employment, insurance coverage, working conditions, pay, and fringe benefits afforded to other employees in an equivalent position provided that the customer is able to adequately perform the job.

OJT Requirements and Limitations

- K. No officer, employee, agent, or representative of the Employer may charge an individual a fee for the placement in, or referral to a training program funded under this contract or amendments thereto.
- L. No overtime shall be paid under this contract. If an employee works overtime, the employer must pay the full amount of the overage for overtime wages.
- M. The employer shall submit an invoice(s) and time sheet(s) or comparable documentation for participant(s) showing claims for reimbursement as outlined in the "Competency Certification and Payment Method". The preferred method of invoicing is through the invoice form Attachment C. The Employer may opt to use an alternate procedure as outlined below:

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.

When a competency payment is due, the original signed "Competency Skill Certification" section in Attachment C must be submitted with the invoice.

- N. The final invoice shall be submitted no later than thirty- (30) days after the completion of the total hours covered by the contract, or no later than thirty- (30) days after the end date of the agreement.
- O. This contract shall not result in the displacement of currently employed workers or impair existing contracts for services.
- P. The employer shall maintain Workers' Compensation coverage for all trainees in an amount that is consistent with Chapter 440 of the State of Florida Statutes.
- Q. Appropriate standards for health and safety in work and training situations shall be maintained by the employer 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 shall keep records of participant injuries and illnesses in accordance with the provision of Part 1904 of Title 29 of the Code of Federal Regulations.



**ATTACHMENT 7
(EXHIBIT A)**

- R. The Employer shall inform the Service Provider following completion of the individual's training as to whether or not the employer has retained the trainee as a permanent employee, and if not, the reason(s) why.
- S. None of the funds appropriated under this contract shall be used to support any religious or anti-religious activity. Participants in the program may not be employed in the construction, operation or maintenance of any facility that is used for religious instruction or worship.
- T. None of the funds appropriated under this contract shall be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
- U. All laborers and mechanics employed by the contracted 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.
- V. Either party may terminate this contract for convenience by giving the other notice thirty (30)-days prior to the effective date of termination. The termination notice must be in writing and signed by an authorized agent of the terminating party.
- W. No trainee may be hired under this contract if nepotism exists.
- X. To the extent permitted by state law, the Employer agrees to hold harmless and, if necessary, defend and indemnify the Service Provider and 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 contract.
- Y. To establish and maintain an auditable financial system, in accordance with recognized accounting practices. The Employer shall maintain records related to this contract and retain such records for five (5) years, or until all litigation, claims or audits have been satisfactorily resolved, whichever occurs later. This retention period commences upon the payment of the final invoice.
- Z. The Employer assures and certifies that it will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 105.220) as amended, hereafter referred to as the Act, or Welfare Transition Program, as applicable and with the regulations and policies promulgated there under and all applicable 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, 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 contract, and which the Service Provider shall present, in writing, shall be sufficient basis for termination by the Service Provider.
- AA. The employer shall repay the Service Provider amounts discovered not to have been expended in accordance with the provisions of the OJT contract. The employer shall be liable to repay such amounts, from funds other than funds received under this contract, upon a determination that the mis-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.
- BB. Verbal communication between the parties shall 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 contract.



- CC. The Employer agrees to give the Service Provider, the SFW, the Florida Department of Economic Opportunity, State of Florida, United States Department of Labor or Department of Health and Human Services and the United States Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the contract and will maintain said records, books, papers or documents for a period of five (5) years from the date of termination of this contract, 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.
- DD. The Employer shall obtain and maintain all applicable business licenses and comply with all ordinances and statutes of the state and insurance requirements.
- EE. The Employer shall maintain a grievance procedure to handle any grievances or complaints that the OJT participant may have. If the employer does not have one, the employer shall use the CareerSource South Florida grievance procedures. If the Employer elects to use its own grievance procedures, the employer must advise all OJT participants of their right of appeal through the SFW grievance procedures.
- FF. The employer must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) for any grant or subgrant in excess of \$2000 for construction or repair awarded, 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"). The Employer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. SFW shall report all suspected or reported violations to the Federal awarding agency.
- GG. If the agreement involves the employment of mechanics or laborers, the Employer shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, the employer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- HH. As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Investment Act of 1998, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
- a. Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, ages, disability, political affiliation or belief on the basis of either citizenship/status as a lawful admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity.
 - b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against qualified individuals from participating or receiving benefits in any Federal Assisted Programs on the basis of race, color, or national origin.
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.



- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that Contractor will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

- II. The Employer shall comply with the provisions of the Certification Regarding Debarment, Suspension and Other Matters, Public Entity Crime, Florida Clean Indoor Air Act, Certification regarding a Drug-Free Workplace and the Certification Regarding Lobbying (Applicable for contract/grant transactions over \$100,000).



Employer Handbook Signature Page

I have read and understand the provisions as outlined herein and understand that these provisions are incorporated by reference in the following OJT contract(s):

OJT Contract Number (s): _____, _____, _____, _____, _____, & _____

Name of Authorized Employer Representative

Title

Signature of Authorized Employer Representative

Date

Name of Authorized Employer Representative

Title

Signature of Authorized Employer Representative

Date

Name of Authorized Service Provider

Title

Signature of Authorized Service Provider Rep.

Date

FLORIDA CLEAN INDOOR AIR ACT

The purpose of the **Florida Clean Indoor Air Act (FCIAA)** is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Department of Health.

FCIAA Provisions

- ❖ **Prohibition** – A person may not smoke in an enclosed indoor workplace, except as specified below (s.386.204, F.S.).

Enclosed, indoor workplace means – Any place where one or more persons engages in work, and which place is predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or includes, without limitation, uncovered openings; screened or otherwise partially covered openings; or open or closed windows, jalousies, doors, or the like.

The Department of Health considers enclosed indoor workplace to include, but not limited to the following:

- ◆ Public and private workplaces
 - ◆ Restaurants
 - ◆ Bowling centers
 - ◆ Private country clubs
 - ◆ Hotels/motels (excluding guest rooms)
 - ◆ Beauty/barber salons
 - ◆ Libraries
 - ◆ Auditoriums/theaters
 - ◆ Nursing homes/health care facilities
 - ◆ Educational facilities (private or public)
- ❖ **Penalties** – Any person who violates s. 386.204, F.S., commits a non-criminal violation as defined in s. 775.08(3), F.S., punishable by a fine of not more than \$100 for the first violation and not more than \$500 for each subsequent violation. Jurisdiction shall be with the appropriate county court (s. 386.208, F.S.).
 - ❖ **Specific exceptions** – Smoking is permitted in the following indoor locations (s.386.2045, F.S.):
 - ◆ Customs Smoking Room – s. 386.205, F.S.
 - ◆ Private Residence – as defined in s. 386.203(1), F.S.
 - ◆ Stand-Alone Bar – as defined in s. 386.203(11), F.S.
 - ◆ Retail Tobacco Store – as defined in s. 386.203(8), F.S.
 - ◆ Designated Smoking Guest Rooms at Public Lodging Establishments – as defined in s. 386.203(4), F.S.
 - ◆ Smoking Cessation Program, Medical or Scientific Research – s. 386.204(5), F.S.
 - ◆ Membership Association – as defined in s. 386.203(13), F.S., and provided that noncommercial activities are performed by members of the membership association.

Key Points of the Law

- ❖ **Posting of signs; requiring policies** – The person in charge of an enclosed indoor workplace that prior to adoption of s.20, Art. X, Florida Constitution was required to post signs stating that smoking was permitted. Until July 1, 2005, must continue to post signs stating that smoking is NOT permitted in the enclosed indoor workplace (s. 386.206, F.S.).
 - ◆ The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding smoking prohibitions.

The following places are required to post signs if smoking is permitted:

 - ◆ A licensed stand-alone bar (at entrance),
 - ◆ A customs smoking room (airport in-transit lounge),
 - ◆ A smoking cessation program where tobacco smoking is an integral part of the cessation program approved by the Department of Health, and
 - ◆ Where scientific or medical research is being conducted and tobacco smoking is an integral part of the research.

- ❖ **Public announcement in mass transportation terminals** – Terminals of public transportation carries located in standard metropolitan statistical areas with populations over 230,000 are required to announce over public address systems every 30 minutes, in appropriate languages, that Florida is a clean indoor air state and that smoking is not allowed except in a customs smoking room in an in-transit lounge (s. 386.211, F.S.).
- ❖ **Smoking prohibiting near school property; penalty** – Smoking is prohibited for any person under 18 years of age in, on, or within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school. The law provides for penalties (s. 386.212, F.S.).

Administration & Enforcement

The Department of Health shall enforce the FCIAA in workplaces not regulated by the Department of Business and Professional Regulation.

Respondent

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

ATTACHMENT 9
(EXHIBIT A)

ON-THE-JOB TRAINING TECHNICAL ASSISTANCE MANUAL

Table of Contents

INTRODUCTION	2
Purpose of the On-the-Job Training (OJT) Program	
Overview of On-the-Job Training (OJT)	
OJT POLICY	3
Statutory Authorities	4
Definitions	4
Eligibility	5
OJT Agreement	6
Grievances and Appeals	9
Exceptions	9
Prohibitions	9
OJT PROCEDURES	11
Marketing/Outreach	12
Pre-Award Review	12
Past Performance Review	18
Training Plan (Development and Implementation)	19
Training Period	20
Agreement	23
Workforce Management System (WFMS) Enrollment and Vouchering	27
Monitoring and Follow-up (Pre and Post Reviews)	27
Site Visit & Follow-Up	28
Compensation and Reimbursement	28
Required Documents	29
Exceptions	30
OJT AGREEMENT	31
APPENDICES	35
Appendix A – Business Checklist	36
Appendix B – Mid-Point Review Tool	40
Appendix C – Coordinating Resources	41
Appendix D – Targeted Industry List	42
Appendix E – OJT Business Handbook	44

Purpose of the On-the-Job Training (OJT) Program

The On-the-Job Training (OJT) Technical Assistance Manual (TAM) is put forth to:

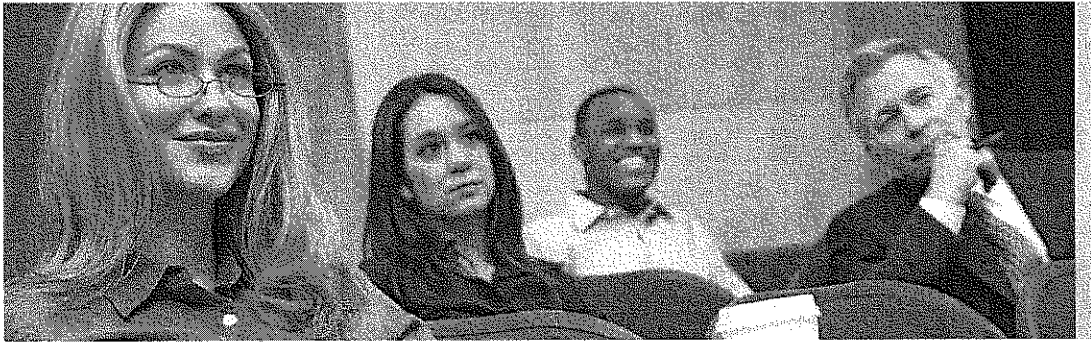
- 1. Promote an increase in the utilization of the OJT, which is an excellent tool to assist in achieving training and placement goals.
- 2. Provide minimum standards and suggestions in the implementation and monitoring of OJT agreements.
- 3. Encourage Service Providers to develop effective outreach strategies. The TAM integrates the Policy and Procedures in one cohesive document as guidance for the development, negotiation, implementation, and monitoring of OJT agreements.

Overview

The term "on-the-job training" means training by a business that is provided to a paid participant while engaged in productive work. Unlike traditional occupational training wherein the participant is taught in a classroom setting at an approved training facility, OJT is provided at the business' work site, while paying the participant standard wages and benefits for the position. The basic premise of an OJT is to allow a business the ability to hire an individual who would not otherwise qualify for the job and teach the skills needed to perform at a satisfactory level for the position.

OJT may be provided under an agreement with a business in the public, private non-profit or for-profit sector. Businesses providing an OJT may receive reimbursement for a portion of the hourly pay rate; which is considered payment for the extraordinary costs associated with training a new employee.

Upon successful completion of this type of training, the expectation is full-time employment, preferably at a higher wage.



I. SUBJECT

On-the-Job Training (OJT)

II. OF INTEREST TO

The On-the-Job Training (OJT) Policy should be of interest to members of the South Florida Workforce Investment Board (SFWIB), SFWIB staff, Contractors (Service Providers), Training Vendors, Businesses, Job Seekers, and Employees in Region 23 (Miami-Dade and Monroe counties).

III. PURPOSE

The purpose of the OJT Policy is to provide all SFWIB stakeholders with parameters regarding the use of formula training funds through OJT agreements. As seen in the Agency for Workforce Innovation (AWI) Final Guidance 00-009, OJT is a required component of the SFWIB Training Master Plan.

IV. STATUTORY AUTHORITIES

Workforce Innovation and Opportunity Act (WIOA), Public Law (Pub. L.) 113-125 enacted July 22, 2014, supersedes Public Law 105-220, Workforce Investment Act of 1998 (WIA) Florida Statutes, Title XXXI, Chapter 445, Workforce Innovation Act of 2000

V. BACKGROUND

The WIOA includes OJT as one of its approved training services. SFWIB provides OJT services via an agreement with a business (public, private non-profit or private for-profit), Service Provider, and an eligible participant. Through OJT, businesses may receive funding to assist in offsetting the extraordinary costs of hiring and training a new employee.

VI. DEFINITIONS

A. On-the-Job Training (OJT)

Section 3 (44) of WIOA defines On-the-Job Training as training by an employer that is provided to a paid participant while engaged in productive work in a job that:

1. Provides knowledge or skills essential to the full and adequate performance of the job;
2. Provides reimbursement to the employer a percentage of the wage rate for a participant(s), except as provided in section 134(c)(3)(H), for the extraordinary cost of providing the training and additional supervision related to the training; and
3. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

B. Conflict of Interest

1. The SFWIB will not favor a referral from and/or to a member of the SFWIB over another business in the community. OJT placements shall be made based upon what will be most beneficial to the participant.
2. The SFWIB shall be notified whenever the OJT Agreement is connected to a SFWIB member, Service Provider or employee.
3. Service Providers are prohibited from recommending an agreement or making OJT referrals to businesses who are members of their immediate family or members of families of other Service Provider staff or SFWIB staff.
4. The contracted OJT business shall not hire a participant who is a relative (member of the family) of the business. Relative is defined as: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. (Section 112.3135, Florida Statutes)

C. Credentials

Credentials include, but are not limited to, a high school diploma, including special diplomas; GED or other recognized equivalents; post-secondary degrees/certificates; recognized skill standards such as occupational completion points (OCP); licensure or industry-recognized certificates; and, successful completion of OJT and Customized Training.

D. Reverse Referrals

A reverse referral is when the business has identified someone they would like to hire but the individual has demonstrated skills deficiency related to the position's requirements. A business may refer a job applicant to the Service Provider for potential OJT enrollment. In the case of reverse referrals, the candidate must schedule an eligibility determination and assessment appointment with a Service Provider and must be eligible for WIOA as a dislocated worker or adult. The Service Provider must utilize normal eligibility assessment and enrollment procedures.

Participant's eligibility must be determined prior to employment; no pre-hires or period of employment prior to the execution of an OJT agreement and participant training plan are acceptable.

VII. ELIGIBILITY

A. Business

Prior to entering into an agreement for OJT services with a business, the Service Provider shall ensure the business is eligible. Businesses that meet the following criteria are considered eligible and may, subject to available funding, enter into an OJT agreement:

1. Located in the State of Florida;
2. Hold valid business tax receipt (formally an occupational license) and/or zoning permit;
3. Maintains Workers Compensation Insurance (if applicable);
4. Active business as verified by Florida Department of State Division of Corporations (www.sunbiz.org);
5. Business has operated at current location for at least 120 days.

B. Participant

Participants (adult and dislocated workers) that meet the following criteria may, subject to available funding, receive OJT through an executed agreement:

1. Eligible under one of the SFWIB funded programs: WIOA Youth, WIOA Adult, WIOA Dislocated, TANF, Refugee, etc.
2. Not fully skilled in the chosen occupation, is in need of Training Services, and has the skills and qualifications to successfully complete the OJT.
3. Under the WIOA, has received individualized services, which include career planning.

A participant in a registered apprenticeship who is employed as part of that arrangement, may receive OJT and must be treated as other OJTs provided for employed workers as described in § 680.710 under the WIOA.

On-the-Job Training may be provided in same manner as described in § 680.700 under the WIOA for an unemployed participant in a registered apprenticeship.

VIII. OJT AGREEMENT

A. Conditions

1. Participants may not commence training and businesses may not hire prior to the execution of the OJT agreement. The agreement is executed when signed by all required parties, i.e., Service Provider, business, and participant.
2. The following three sections must be pre-negotiated and included in the OJT agreement:
 - a. Percent of Reimbursement;
 - b. Timeframe for achievement of competencies. The timeframe must include the maximum number of hours for which reimbursement will be provided; and
 - c. Intervals at which the business will be reimbursed.
3. The appropriate signatory for the business shall be either the owner where the business is incorporated; a partner where the business is a partnership; or an officer if the business is a corporation. Corporations sometimes designate signatories other than their officers. In such instances, written authority transferring signatory responsibilities must be obtained by the individual responsible for developing the agreement.
4. Service Providers are responsible for reviewing the agreement with both the business and the participant prior to execution to assure that the business and participant wholly understand and are familiar with the requirements of the agreement.
5. The participant's attainment of competencies must be routinely documented by the business and Service Provider, and placed in the participant's file.
6. OJT may be sequenced with, or accompanied by, other types of training, as applicable under the law.

7. Businesses shall establish and maintain records with respect to all matters covered by the OJT agreement. Businesses shall retain such records for at least five (5) years from the date of final payment, or until all related federal and state audits or litigation is completed, whichever is later. Businesses shall allow public inspection of all documents, papers, letters or other materials made or received by the business, in conjunction with the OJT agreement, unless the records are exempt under federal or state law.
8. The Business 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.
9. The OJT business shall comply with the nondiscrimination and equal opportunity provisions of federal or state law.
10. An OJT agreement may be entered into through a registered apprenticeship program for training participants. OJT agreements shall be with the employer, and may be used to support the OJT portion of the apprenticeship program, which may involve both classroom and on-the-job instruction.

B. Duration

1. An OJT agreement shall be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the agreement, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's career plan.
2. OJT agreements shall not exceed six months of training unless there is documented justification and written approval from the SFWIB Executive Director.
3. The OJT duration caps at six months
4. An OJT agreement may be written or extended beyond the initial period under the following conditions:
 - a. A barrier to skills attainment is identified during training, which was not evident during the assessment.
 - b. The participant has been unable to master the skills within the agreement's time frame.
 - c. The training plan measures used during the assessment to identify participant's skills proficiencies prove to be inadequate based upon business evaluation after participant is placed on the job.
 - d. There is an upgrade in the participant's job description from that developed upon entry into training, in which case the ending wage for the participant should be increased from the wage identified upon entry into training.

C. Compensation

1. Reimbursement for wages under an OJT agreement is based on the hourly wage rate and applicable percentage rate for competencies/skills in the training outline in accordance with the law. For purposes of the provision of OJT under this policy, an employer may be reimbursed an amount of the wage rate of a participant for the extraordinary costs of providing the training, and additional supervision related to the OJT.
2. The reimbursement level may be in an amount of up to 75% percent of the participant's hourly wage and may be based on a number of factors, including:
 - a) Company size
 - b) The characteristics of the participants (WIOA sec.134(c)(3)(H)(ii)(I)), including whether the OJT contract leads to employment for individuals with barriers to employment
 - c) Quality of employer-provided training and advancement opportunities
 - d) Wage and benefit level of the employee both before and after OJT completion,
 - e) Retention of employees from previous OJT agreements

The following reimbursement amounts will be permitted:

- a. Up to 75 percent of the participant's wage rate for companies with 50 or fewer employees when hiring at an SVP Level of three or greater; and/or
- b. Companies that have between 51-250 employees where one of the following applies:
 - i. Hire participants with special characteristics such as barriers to employment as defined in WIOA sec. 3(24).
 - ii. Provide quality training and advancement opportunities to the participant taking into consideration whether the training is in an in-demand occupation that may lead to an industry-recognized credential; training in relation to the competitiveness of the participant; and wage and benefit levels of the employees (both at present and after completion). The participant must be hired at an SVP Level of three or greater, reference Prohibitions, Section XI (4) of this policy.
 - iii. Provide a wage and/or benefit level increase at the completion of the training
 - iv. Businesses that have retained employees in previous OJT agreements.
- c. **Up to 60 percent** of the participant's wage rate for employers with 51-250 employees that do not to hire from the special groups and the parameters as outlined above.
- d. **Up to 50 percent** of the participant's wage rate for employers with 251 or more employees that do not to hire from the special groups and the parameters as outlined above.

The Service Provider must document the factors used to validate the increase in wage reimbursement levels above 50 percent up to 75 percent.

3. Eligible Service Providers may not execute OJT agreements exceeding a total possible business compensation of \$7,500 per participant, without prior written SFWIB approval.

4. Participants employed under an OJT agreement shall be compensated by the business at the same rates, (including periodic increases) as similarly situated employees. In no event, however, shall OJT participants be paid less than the higher of the minimum wage specified under the Fair Labor Standards Act of 1938, as amended or the applicable state or local minimum wage.
5. Participants employed under a SFWIB OJT agreement shall receive the same fringe benefits and be subject to the same working conditions granted to regular employees under the same or similar occupational title.
6. Payments to a business under an OJT agreement shall not exceed any program specific guidelines and limitations, for the costs of providing the training and additional supervision related to the training.
7. OJT payments may not be based on overtime, shift differential, premium pay and other non-regular wages paid by the business to participants.
8. Businesses may not pay OJT participants in cash.
9. Businesses shall submit certified payroll records, as part of the invoicing process, in order to receive the applicable reimbursement.
10. Businesses will be reimbursed by Service Providers. The final reimbursement shall be made upon the completion of the last competency and when proper documentation has been provided. Reimbursement should coincide with the business' pay period. The reimbursement amounts will be based upon the relevant funding stream requirements and any waivers at the time of the agreement. As seen in Section X of this policy, Service Providers may submit a written request to the SFWIB Executive Director to approve an exception to the reimbursement process.

IX. GRIEVANCES AND APPEALS

Service Providers shall advise participants of their right of appeal using either the business' grievance procedures, or those of the SFWIB, if previously agreed with the business. If a business elects to use its own grievance procedures, the business must agree to provide information to SFWIB as to actions taken under those procedures. If the participant is not satisfied with the outcome after using the business' grievance procedures, then he/she may elect to file a grievance with SFWIB under the SFWIB grievance procedures.

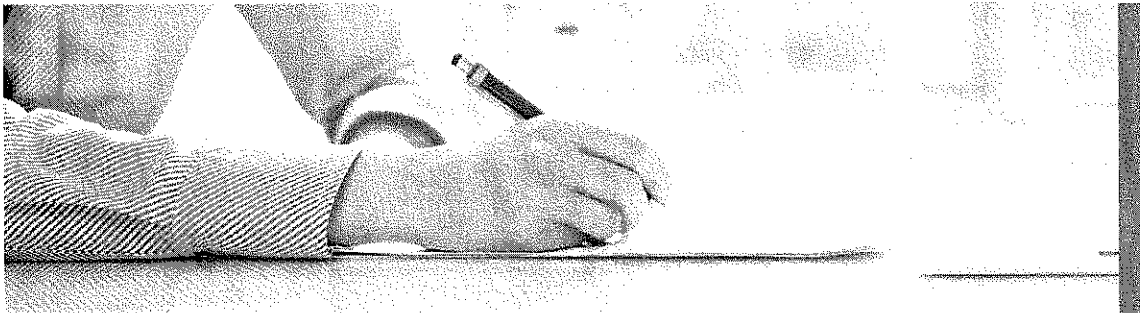
X. EXCEPTIONS

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director.

XI. PROHIBITIONS

1. Participants shall not be employed to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction, or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants).
2. OJT agreements shall not be written for part-time employment. Proof of full-time employment shall be established and documented by the business. Whether the participant is categorized as full-time shall be verified by the Service Provider. Service Providers may submit a written request to the SFWIB Executive Director for an exception to this rule prior to execution of an OJT agreement.

3. OJT agreements shall not be written for jobs with a Specific Vocational Preparation (SVP) of two or under, except for participants who have a documented disability for whom such a placement would be appropriate or where written justification is provided to and approved by the SFWIB Business Services Manager. Documentation shall indicate the appropriateness of training and why the training is necessary to obtain the skills for the job. Lack of prior work history or non-English speaking are not to be considered disabilities for the purpose of complying with this provision, but may justify placement into a job with a low SVP.
4. The Service Provider shall not enter into agreement with a business who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
5. No officer, employee, agent, or representative of the Business or Service Provider may charge a participant a fee for the placement or referral of such individuals in or to a training funded under an OJT agreement or amendments thereof.
6. A participant in a program or activity authorized under Title I of WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).
7. An OJT funded agreement must not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title I of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the agreement is initiated.
8. An OJT participant may not be employed in or assigned to a job if:
 - a. Any other individual is on layoff from the same or any substantially equivalent job;
 - b. The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce, with the intention of filling the vacancy so created with the OJT participant; or
 - c. The job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
9. OJT funds shall not be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
10. OJT funds may not be used to directly or indirectly assist, promote or deter union organizing.
11. OJT participants shall not be placed in a home-based business.
12. OJT funds shall not be used to encourage or induce a business, or part of a business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.



On-the-Job Training (OJT) Procedure

I. MARKETING/OUTREACH

On-the-Job Training (OJT) may be marketed directly or indirectly to businesses. Objectives for marketing and outreach should be in alignment with the region's employment conditions, focusing on jobs in high wage/high-growth sectors.

Marketing should be coordinated with the SFWIB Business Services. The coordination of said efforts promotes consistency, eliminates duplication, and minimizes the chance of multiple staff contacting the same business. These efforts may include face-to-face meetings, mailings (i.e., introductory correspondences, notes of appreciation), Chambers of Commerce, press releases, networking, and partnering with other organizations.

Strategies should include, but are not limited to:

- a. Thoroughly research the businesses prior to making the initial contact, and note previous and current talent needs.
- b. Working with the SFWIB Business Services to target the seven One Community One Goal (OCOG) industries for regional outreach.
- c. Working in tandem with SFWIB Business Services to utilize available marketing tools to educate companies on how OJT can enhance their business, cut waste, reduce the cost of training new employees, minimize turnover and increase profits.
- d. Being cognizant of the business' time and ensure required paperwork is minimal.

II. PRE-AWARD REVIEW

A. Business Selection

Prior to entering into an OJT agreement, a pre-screening should be conducted by the Service Provider to ensure that the business meets the minimum policy standards, and can provide training, supervision, and long-term employment to an OJT participant. The Service Provider, at a minimum, should utilize an OJT checklist to review the following:

1. Worker Adjustment and Retraining Notification Act (WARN) notices previously filed.
2. The business has not exhibited a pattern of failing to provide OJT participants with continued long-term employment.
3. Business verifies WIOA funds will not be used to relocate operations in whole or in part.
4. Business must be located and licensed to operate in the State of Florida.
5. Business has operated at current location for at least one hundred twenty (120) days. If less than 120 days and the business relocated from another area in the U.S., the employees were not laid off at the previous location, as a result of the relocation.
6. Is the position full time as defined by SFWIB of thirty two (32) or more hours per week? Any exceptions must be submitted by the Service Provider to the SFWIB Business Services in writing and approved by the SFWIB Executive Director, prior to execution of an OJT agreement.
7. Business commits to provide long-term employment for successful OJT participants.
8. If the company has a collective bargaining agreement, the OJT agreement does not impair existing contracts for services or collective bargaining agreements. If, as a program authorized under WIOA, the OJT would be inconsistent with a collective bargaining agreement, the Service Provider must obtain written concurrence from the appropriate labor organization and business before the OJT agreement begins.

9. OJT funds will not be used to directly or indirectly assist, promote or deter union organizing.
10. The OJT will not result in the full or partial displacement of employed workers.
11. Trainee wages to be paid are at least equal to:
 - i. The federal, state or local minimum wage (Fair Labor Standards Act).
 - ii. Other employees in the same occupation with similar experience.
12. Trainees will be provided the same workers' compensation, health insurance, unemployment insurance, retirement benefits, etc. as regular, non-OJT employees.
13. Businesses that use a Professional Employment Organization (PEO) or staffing agency, may participate in OJT when WIOA formula funds are being used. The PEO or staffing agency who is the "employer of record" and the business who is the "worksite employer" are considered co-employers; therefore the SFWIB recommends the OJT be executed with both entities as a two-party agreement. A two-party agreement is necessary due to the shared responsibility of the participant. The "worksite employer" is responsible for hiring, training and retaining the participant at the conclusion of the OJT, and the "employer of record" provides services to the worksite employer.
14. If the PEO does not consent to signing the OJT agreement, the roles should be documented in writing on company letterhead and must be provided to the Service Provider prior to execution.
15. The business agrees to comply with the non-discrimination and equal opportunity provisions of WIOA and its regulations.

Once a business is deemed eligible, the Service Provider should begin the process of developing the OJT agreement(s).

Note: The Service Provider is solely responsible for ensuring that the business is eligible to enter into a SFWIB funded agreement in accordance with federal and state laws, and SFWIB Policies and Procedures.

B. Business Engagement and Regionalism

Industry demand and the opportunity to provide the most qualified and skilled talent available, play an active role in creating workforce and economic development solutions that work. The implementation of strategies that are in the best interest of the business, in-turn assists jobseekers in achieving their full potential. As a result, the SFWIB in cooperation with neighboring workforce boards have enacted guidelines to enhance business engagement across regions to better serve businesses and the community.

The Service Provider should follow the process outlined below when an opportunity to engage companies in another workforce board's area that do/do not have a location, affiliation, or contracted project in Miami Dade or Monroe Counties.

- **Miami Dade and Monroe County Businesses**

It is permissible for the Service Provider to enter into an OJT agreement with a Miami-Dade and/or Monroe County company to hire a Broward County resident. The normal process of developing and executing the agreement should be followed.

- **Broward County Businesses**

It is permissible for the Service Provider to enter into an OJT agreement with a Broward County company to hire a Miami-Dade and/or Monroe County resident only if there is also a business location, affiliation, or contracted project in Miami-Dade and/or Monroe Counties.

However, if the Broward County Company does not have a business location, affiliation, or contracted project in Miami Dade or Monroe County, the Service Provider may not enter into an OJT agreement and the request must be submitted to CareerSource Broward for further engagement.

- **Other Workforce Board Area Businesses**

The aforementioned also applies to companies in other workforce board areas (e.g., CareerSource Polk, Central Florida, Palm Beach) and must be processed accordingly.

C. Participant Requirements

Participants (adults and dislocated workers) that meet the eligibility requirements and have received individualized services, which include career planning, may be considered for OJT. An individual referred to a CareerSource center by a business (i.e., reverse referral) may be considered for OJT with the business only after the individual has met the appropriate eligibility requirements and received individualized services that indicate an OJT is needed.

The Service Provider shall determine an OJT participant's eligibility as required by the appropriate funding stream, i.e. WIOA Adult, WIOA Dislocated, WIOA Youth, Temporary Assistance for Needy Families (TANF), Refugee, National Emergency Grant (NEG) (dislocated worker). Regardless of the funding stream, consideration should be given to:

- Skill requirements of the occupation
- Academic and occupational skill level of the participant
- Whether the participant is not fully skilled in the chosen occupation
- Participant is in need of training services
- Has the capacity to successfully complete the OJT
- Prior work experience
- Participant's career plan and objectives

Upon registering a participant for an OJT, it is not necessary to conduct job search prior to enrollment in training.

D. Individual Employment Plan

The Individual Employment Plan (IEP) identifies the employment goals, appropriate achievement objectives, and appropriate combination of services, or steps for the participant to achieve the employment goals. This includes providing information on eligible providers of training services and career pathways to attain career objectives.

Once the preliminary IEP information has been gathered and the assessment process is complete, the following considerations should be addressed:

1. Does the participant need to learn skills for the desired position, or have those skills already been acquired?
2. Does the participant have a need for training?
3. What is the best way for the participant to obtain the skills needed (i.e., OJT or occupational skills training)?
4. Can the position be obtained at this company without OJT training? If a need for OJT cannot be documented, a direct placement or referral to other services should be considered. If a need for OJT has been determined and recorded on the IEP, a referral may be made to the appropriate business.
5. Is the participant likely to succeed in training?

Factors used to select OJT as the most appropriate method may include the participant's job readiness, need for occupational training, and capacity to complete the training. The IEP documentation of a participant's appropriateness for OJT is required prior to employer selection.

A participant that has received a previous Individual Training Account (ITA), Paid Work Experience (PWE) and/or Employed Worker Training (EWT) may be eligible for an OJT.

Employed Worker

An OJT agreement may be written for an employed worker. The purpose of providing an OJT to an employed worker is to allow a participant the opportunity to acquire needed skills to obtain or retain employment that leads to self-sufficiency. Said agreement(s) may be entered into under one or more of the following circumstances:

1. The employee is not earning a self-sufficient wage as determined by the SFWIB.
2. The training will allow the employee to obtain wages, benefits, and/or a promotion that are equal to other regular employees who have worked a comparable length of time and are doing the same or similar type of work. **Note:** The Service Provider should ensure that the new wage rate, benefit and/or promotion be reflected in the agreement and become effective at the time of execution.
3. The OJT 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 as identified by the SFWIB.
4. The participant is employed and in a registered apprenticeship.

This type of OJT agreement allows an employed worker the opportunity for advancement within the company, impacts retention, and puts individuals on the path to self-sufficiency.



Registered Apprenticeship

Registered apprenticeship is a structured way for companies to promote career development for their employees. If a participant is in a registered apprenticeship and employed as part of that arrangement, the OJT must be treated as other OJTs provided for employed workers. However, participants that are unemployed and in a registered apprenticeship, funds may be provided in the same manner as a regular OJT.

An Individual Training Account (ITA) and on-the-job training funds may be combined to support placing participants into a registered apprenticeship program. An ITA may be used to support the classroom portions of a registered apprenticeship program; similarly, OJT funds may be used to support the "on-the-job" portions of the registered apprenticeship. This ensures maximum flexibility in serving participants and supporting placement into registered apprenticeship programs.

The Service Provider is solely responsible to not only ensure the eligibility of the participant for the applicable funding stream, in accordance with Federal and State laws, and SFWIB Policies and Procedures, but also to assure the individual's suitability for OJT with the company in question. If a participant does not complete an OJT agreement, he or she may be considered for an OJT with another company, on a case by case basis. Request for exceptions should be submitted in writing to the SFWIB Business Services for the Executive Director's approval.

E. SERVICE PROVIDER ROLES AND RESPONSIBILITIES

In developing the OJT agreement the Service Provider should, at a minimum, ensure the following:

1. Marketing/Outreach.
2. Pre-award determination (reference Section II - Pre-Award Review and OJT Checklist).
3. Once a business is deemed eligible the Service Provider must obtain all of the occupation's information (e.g. wage rate, title, SVP, training time, reimbursement percentage).
4. An orientation should be conducted with each business to discuss the agreement provisions and training plans.
5. Obtain job description/profile and post in Employ Florida Marketplace (EFM).
6. Determine participant is eligible and qualified for the position.
7. Ensure that the participant's eligibility matches the available funds.
8. Determine if sufficient funds (available to spend) are available to fund the training. Regardless of the funding source, all OJT systems must provide reasonable and documented monitoring and audit trails that substantiate the type of training need associated with the participant.
9. Verify whether or not the potential trainee has received a previous OJT or an ITA in the Workforce Management System (WFMS), formerly SAMS, prior to referring the candidate to the business.
10. Refer qualified participants as appropriate based upon the criteria set forth by the business. The Service Provider should provide the business with an EFM generated job referral.

11. If multiple participants are referred to the business at the same time, an EFM job referral should be generated **for each participant** prior to the OJT start date. The job referral must be for the position indicated on the OJT agreement.
12. Provide the business with a copy of the OJT Business Handbook, and a copy of the OJT Agreement with all of the pertinent documents and attachments.
13. The OJT agreement should include:
 - i. An outline of training goals, parameters, competencies and expected completion date
 - ii. Training period duration
 - iii. Wage rate of trainee(s)
 - iv. Training period reimbursement schedule
 - v. Total wages to be paid during OJT training
14. If the business has been provided with a previous OJT(s), the retention rates should be 70% for trainees during the reporting period. The retention rate may be calculated as outlined in the Past Performance section, III (A) of this document.
15. Upon successful review, execute the agreement with all relevant parties (i.e., Service Provider, business and participant).
16. A complete copy of the executed OJT agreement and the business viability documents should be submitted to the SFWIB Business Service Manager within five (5) business days from the date of execution.

Note: Business viability documentation should only be submitted to the SFWIB Business Services Manager once; therefore it does not need to accompany each executed agreement, unless it is to replace expired documents or to update information.
17. Complete the steps as outlined in the OJT Training Enrollment System Guidelines.
18. Enter a budget for the OJT in the WFMS.
19. Register the business in the appropriate State system(s) e.g., EFM.
20. Create a voucher for each participant for the total maximum reimbursable amount to the business. Please refer to the WFMS OJT Policy Manual.
21. Document the participant's attendance, earnings, and competencies during the OJT period. The Service Provider should ensure that the instructor and the participant have signed and dated the competency skill certification, upon the participant's achievement of the applicable competency. This will allow the Service Provider's monitor to document the participant's progress.
22. Monitor and Follow-up.
23. Maintenance of required documents in business and participant files.
24. Timely reimbursement to business, refer to the OJT Policy, section VIII (C) (10). A payment schedule should be created in coordination and agreement with the business. The schedule should be signed and presented to the company at the time of the execution of the OJT agreement.

25. Submission of appropriate documentation to the SFWIB for Service Provider Reimbursement.
26. Enter the credential(s) obtained in the participant's file and into the electronic system(s) required by the applicable funding stream.
27. Enter a placement into the appropriate electronic system(s). Employment should be entered into the applicable electronic system(s) after completion of the OJT for WIOA, SNAP, and TANF participants. Wagner Peyser participant's placements are entered at the time of hire.

III. PAST PERFORMANCE REVIEW

The business should provide the participant(s) with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

The retention period is based on the period of time subsidized under the OJT agreement but not less than a minimum of 30 days. The business should not reduce the wages or salaries of the participant hired during or after the agreement as long as the participant performs satisfactorily and the business remains viable.

If a business fails to retain a participant, the Center Director should complete a "Past Performance Review" and submit it to the SFWIB Business Services Manager prior to negotiating additional OJT agreements with the business. Past Performance Review requirements are described as follows:

If a business fails to provide a participant(s) with long-term employment, wages, benefits, and/or working conditions equal to those provided to regular employees, after the OJT has ended, the business would be out of compliance with the contract conditions. Therefore, the business may not be eligible for future agreements. Such businesses may be provided another opportunity to participate in OJT, if a request for reconsideration is made in writing to the SFWIB Business Services Manager, and if the circumstances attributed to the initial failure have changed. However, a business that continues to exhibit patterns of failure will not be eligible to participate in future OJT agreements.

Retention Rate

The decision as to whether to continue contracting or placing participants with a business after a pattern of failure to retain participants below the 70% ratio should be reviewed, and a determination made timely. Exception may be made for mitigating circumstances.

Examples of mitigating circumstances include:

1. Termination with cause
2. Participant quit or resigned due to relocation, promotion or movement to a better paying job, or a job more convenient to the participant's individual needs
3. Death
4. Act of God
5. Other exceptions as approved by the SFWIB Executive Director, which shall be documented in writing

Said circumstances must be documented and placed in the participant's file prior to making a referral to the employer.

Calculation

Prior to making additional placements, the number of OJT participants retained by a business for the specified period, the retention rate should be calculated using the following formula:

Divide the number of employees who left during a period by the total number of employees remaining at the end of a period to obtain the percentage.

Sample Inputs	Sample Calculation
Period of Time: Fourth Quarter	$24 - 4 = 20$
Total Employees at Beginning of Q4: 24	$20 / 24 = .83$
Total Employees Terminated in Q4: 4	$.83 \times 100 = 83\%$

In the example, the retention rate would be 83%; therefore, additional agreements may be written based on this percentage.

Findings

To determine a pattern of failure, the following must be examined:

- a) Number of individuals who participated in training programs;
- b) Number of participants who completed training and continued employment with the business;
- c) Length of time participants were employed after training;
- d) Average length of employment for other "new hires" in similar occupations;
- e) Average hourly wage of participants after training; and
- f) Average hourly wage of other individuals (similarly employed) following a length of time equal to the training received by the participants.

The comparison of participants with regular employees should provide enough information to determine the business' success or failure with OJT training agreements. Should these findings indicate a pattern of failure; the business will be asked to provide a narrative explanation that may justify a lower retention rate for participants, as compared to regular employees. For example, participants may have quit voluntarily; may have been terminated for cause; or unforeseeable changes in business conditions may have occurred.

IV. TRAINING PLAN (Development and Implementation)

After determination of the occupation in which the participant will be trained, an OJT training plan should be developed. This plan will be a formal and written program of the structured job training that will provide participants with an orderly combination of instructions in work maturity skills, general employment competencies, and occupationally specific skills that will enable the participant to work toward self-sufficiency. Service Providers can use the Occupational Information Network (O*NET) and/or a business' job description as a basis to begin listing skills or tasks. Keep each skill description concise and comprehensive and make certain the participant's tasks are measurable and observable.

Training plans are to be discussed with and explained to participants, so they know what to expect when they are on the job. They should also be told about the wages they will receive.

The Training Plan must include:

1. Trainee information - name and contact information of participant and Social Security Number.
2. Business information – name and contact information.
3. OJT information – start and end dates, wage rate, schedule of competencies completion and reimbursement rates.

4. Occupational information – job title and description, O*NET code, and number of hours per week.
5. Job skills – skills necessary to perform the job and the participant's skill level for each of these skills.
6. Training information - list of specific skills or tasks the employer agrees to provide to the participant, estimated training hours for each skill, and acknowledgement of skill obtained.
7. Signatures - of participant and date, of business and date, and of Service Provider and date.

In determining the appropriate length of the agreement, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, level of difficulty, and the participant's IEP. The level of difficulty is determined from an assessment of the job description.

Training as outlined below may not be included as part of the OJT:

1. Orientation that the business provides to all new hires.
2. Job-specific skill training typically provided to all new hires (e.g., Bank Tellers, Sales Associates, etc.).
3. Training on proprietary equipment, software or processes that would have to be provided to any new or promoted employee.
4. Training for skills the participant already has or has demonstrated proficiency in as evidenced by the participant's job or educational history.
5. Jobs paying only a commission or piece rate, or jobs where the base salary, excluding commission is below minimum wage.
6. Jobs with no entry qualifications (e.g., fast food employment, grocery bagging) unless it is for a person with disabilities who would not be selected without the extraordinary training.
7. Jobs with a business or industries which are seasonal.

The training plan becomes the work statement of the agreement and is followed as a guide when delivering training. The training plan is also useful for determining whether the services agreed to are delivered. Once skills have been identified and a method for measuring them has been established, the participant's progress can be measured.

V. TRAINING PERIOD

The length of the training agreement is limited to the period of time required for a participant to become acclimated to the basic work activities in the new occupation. The training period is rarely an adequate amount of time for full job proficiency, but it should be sufficient to demonstrate competence and compatibility to the occupation. Consideration of the following factors should be used in establishing the length of training:

- The skills and knowledge requirement of the occupation
- The academic and occupational skill level of the participant
- The participant's prior work experience
- The participant's Employment/Training Plan
- The Specific Vocational Preparation (SVP) level for the chosen occupation

Specific Vocational Preparation (SVP)

The Specific Vocational Preparation (SVP) is a component of Worker Characteristics information found

in the Dictionary of Occupational Titles (U.S. Department of Labor (USDOL), 1991). The SVP estimate is the amount of lapsed time required by a typical worker to learn the techniques, acquire the information, and develop the skills needed for average performance in a job-worker situation - as it is described within the standard occupational coding structure. This coding structure is commonly referred to as SOC coding or SOC codes. Occupational preparation includes time spent in training programs, academic training, and related work experience. It does not include the orientation time required of a fully qualified worker to become accustomed to the special conditions of any new job.

Below is an explanation of the various SVP levels regarding the length of training¹:

Level	Time
1	Short demonstration only
2	Anything beyond short demonstration up to and including 1 month
3	Over 1 month up to and including 3 months
4	Over 3 months up to and including 6 months
5	Over 6 months up to and including 1 year
6	Over 1 year up to and including 2 years
7	Over 2 years up to and including 4 years
8	Over 4 years up to and including 10 years
9	Over 10 years

Note: The levels of this scale are mutually exclusive and do not overlap.

The chart provided below can be used to determine the appropriate amount of time for an OJT agreement(s):

SVP Level	Minimum Contract Length
2	One Month or less (up to 160 hours) *
3	One to Three Months (161 to 480 hours)
4	Over Three Months up to and including Six Months (481 to 1,040 hours)
5 or >	Over Six Months (1,041 hours or more) requires documented justification and written approval from the SFWIB Executive Director

Note: Occupations with SVP levels 1 or 2 may not be appropriate for WIOA funded OJT, unless special circumstances are outlined in the OJT Agreement (reference OJT Policy Section XI (4), Prohibitions). Occupations with SVP levels 1 or 2 are never appropriate for TAA funded OJT.

Job Zones

The Occupational Information Network (O*NET) Job Zone is a group of occupations that are similar in:

- The education requirements individuals need to perform the work,
- The amount of related experience individuals need to perform the work, and
- The amount of on-the-job training individual's need to perform the work.

This tool may be of assistance when working with a company to determine the appropriate SVP Level for an agreement.

The five O*NET Job Zones are:

- **Job Zone 1** - occupations that need little or no preparation
- **Job Zone 2** - occupations that need some preparation
- **Job Zone 3** - occupations that need medium preparation
- **Job Zone 4** - occupations that need considerable preparation
- **Job Zone 5** - occupations that need extensive preparation

Although the O*NET has five job zones, **only three** should be utilized as a guide and have been modified for purposes applicable to this region. The three zones to be used are as follows:

Job Zone One (1): Little or No Preparation Needed

- **Education** - Some of these occupations may require a high school diploma or GED certificate.
- **Related Experience** - Little or no previous work-related skill, knowledge, or experience is needed for these occupations. For example, a person can become a waiter or waitress even if he/she has never worked before.
- **Job Training** - Employees in these occupations need anywhere from a week to a month of training. Usually, an experienced worker could show you how to do the job.
- **Job Zone Examples** - These occupations involve following instructions and helping others. Examples include taxi drivers, amusement and recreation attendants, counter and rental clerks, construction laborers, continuous mining machine operators, and waiters/waitresses.
- **SVP Range** (Below 3.0)

Job Zone Two (2): Some Preparation Needed

- **Education** - These occupations usually require a high school diploma.
- **Related Experience** - Some previous work-related skill, knowledge, or experience is usually needed. For example, a teller would benefit from experience working directly with the public.
- **Job Training** - Employees in these occupations need anywhere from over a month up to six months of working with experienced employee(s). A recognized apprenticeship program may be associated with these occupations.
- **Job Zone Examples** - These occupations often involve using your knowledge and skills to help others. Examples include sheet metal workers, customer service representatives, physical therapist aides, salespersons (retail), and tellers.
- **SVP Range** (3.0 to 4.0)

Job Zone Three (3): Medium Preparation Needed

- **Education** - Most occupations in this zone require training in vocational schools, related on-the-job experience, or an associate's degree.
- **Related Experience** - Previous work-related skill, knowledge, or experience is required for these occupations. For example, an electrician must have completed three or four years of apprenticeship or several years of vocational training, and often must have passed a licensing exam, in order to perform the job.

- **Job Training** - Employees in these occupations usually need considerable training involving both on-the-job experience and informal training with experienced workers. A recognized apprenticeship program may be associated with these occupations.
- **Job Zone Examples** - These occupations usually involve using communication and organizational skills to coordinate, supervise, manage, or train others to accomplish goals. Examples include food service managers, electricians, agricultural technicians, legal secretaries, interviewers, and insurance sales agents.
- **SVP Range** (5.0 or above)

The Service Provider should ensure any training requiring above zone three be justifiable and in line with the participant's career goals, leading to self-sufficiency.

VI. AGREEMENT

An orientation should be completed with each business and/or business representative to discuss the agreement provisions and training plans. The agreement process sets the ground-rules for OJT with a business, and helps to ensure there is mutual understating of what is expected of the business and the Service Provider.

Professional Employment Organization (PEO) or Staffing Agency

As per State guidance, an OJT agreement(s) may be entered into with businesses that use a Professional Employment Organization (PEO) or staffing agency when WIOA formula funds are being utilized. Therefore, businesses utilizing a PEO/staffing agency should not be excluded from providing OJT opportunities for eligible WIOA participants as long as the entity agrees to meet the necessary requirements for the OJT.

In the State of Florida, the PEO/ staffing agency is considered the "employer of record" and the business the "worksite employer"; therefore, both entities are considered co-employers. The SFWIB recommends the OJT agreement be entered into by both, the business and the PEO/staffing agency. The agreement should clearly define the roles and responsibilities of both the business and the PEO/ staffing agency; including the entity that is responsible for documenting the number of hours worked, the competencies, and the amount of wages paid to the participant. The agreement would also identify which entity will receive reimbursement for the training provided by the business.

The agreement should be executed between:

- The Service Provider
- The Business (worksite employer) who is responsible for training the participant and is ultimately responsible for making the decision to hire and retain that participant at the conclusion of the successful OJT.
- The PEO/staffing agency (employer of record) that is providing the services to the business.
- The participant

However, if the PEO/staffing agency is not willing or chooses not to be a party to an OJT agreement with one of the businesses they serve, the roles of the entities involved should be documented. At present, there is no standard document, form, or letter format to record the responsibilities and obligations of a PEO/staffing agency. In such cases, it is important to identify and detail the role with respect to the OJT agreement even if the PEO/staffing agency is not a party to said agreement.

The document or letter must be signed by appropriate signatory for the company and should clearly identify the role and responsibilities of both the "worksite employer" and the "employer of record," including but not limited to:

- Who is responsible for providing the documentation of the number of hours worked.
- The wage rate(s) paid.
- Who will receive reimbursement for the allowable percentage of those wages paid by the WIOA funded training being provided by the business.

Applicable waivers that allow reimbursement on a sliding scale would be determined by the number of employees at the company's local operation where the OJT placements will be made, regardless of whether the business uses a PEO or staffing agency. The business and PEO/ staffing agency must agree to meet these requirements, as well as the provisions of the OJT agreement in writing prior to execution.

The document outlining the intent to meet said responsibilities and obligations should be placed in the participant's file. A copy should also be included with the executed copy of OJT agreements when submitted to SFWIB Business Services.

Note: The use of NEG funds are prohibited when the business uses a PEO or staffing agency.

Registered Apprenticeship

According to the U.S. Department of Labor, a registered apprenticeship is a structured way for companies to support career development for their employees. With a registered apprenticeship program at a company, workers know in advance the blend of classroom instruction and on-the-job training they will need to successfully complete to enter designated jobs or gain promotions. It has been documented by various companies that registered apprenticeship has assisted them to increase recruitment and retention, as well as a reduction in their overall training costs.

OJT contracts may be written with registered apprenticeship programs or participating employers in registered apprenticeship programs for the on-the-job training portion of the program. Depending on the length of the registered apprenticeship, OJT funds may cover some or all of the registered apprenticeship training.

Whether the participant is employed or unemployed at the time of participation, the OJT must be conducted within the following parameters of a regular OJT where:

1. The training is provided by an employer to a participant.
2. The participant is engaged in productive work in a job for which he or she is paid during the course of the training.
3. The training provides the knowledge or skills essential to the full and adequate performance of the job.
4. Is limited in duration to the time necessary for a participant to become proficient in the occupation for which they are receiving the OJT training.

The Service Provider must take into account skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan when determining the length of any contract.

Individual Training Account (ITA) and Work Based Training

An OJT agreement may also be written for a participant that has previously received an (ITA), Paid Work Experience (PWE) and/or Employed Worker Training (EWT). Any training combination thereof must be within the same industry and/or career path.

Contract Naming Convention

The Service Provider should utilize the naming convention as outlined below to identify each agreement. The OJT agreement number must be unique and consecutive. The number should be generated in the following manner:

1. Complete Agreement Number = OJT-“PY”-“center location code”-“##”

2. Program Year (PY) = Y1Y1Y2Y2 (e.g. 1213, 1314, or 1415)

3. Center Locations and corresponding Codes =

LOCATION	CODE
Carol City	CC
City of Miami	COM
Edison Courts	ECR
Hialeah Downtown	HD
Homestead	HOM
Key Largo	KL
Key West	KW
Little Havana	LH
Miami Beach	MB
Northside	NS
North Miami Beach	NMB
Opa-Locka	OPL
Perrine	PR
South Miami	SM
Transition	TOS
West Dade	WD

4. “##” = two digits should be used in sequence when numbering each agreement during a specific program year (e.g. 01, 02, 10, 11). The sequence should start over at 01 at the beginning of each new program year.

Examples of the final agreement number:

- A. OJT – 1213 – CC – 01
- B. OJT – 1314 – WD – 12
- C. OJT – 1415 – NS – 09

Carry Over Agreements

In cases where agreements are carryovers from the previous program year, the Service Provider should utilize the aforementioned system but with the addition of the new program year and Across Program Year (APY) to the carry over. This will assist in denoting the agreement crosses two program years.

The number must be linked to the originating program year's agreement. The Service Provider should utilize the naming convention as outlined above, with a few exceptions, to identify each carryover. The number should be generated in the following manner:

1. Complete Agreement Number = OJT- * "New PY"- "center location code"- "##" "APY"

2. New Carryover PY = Y1Y1Y2Y2 (e.g. 1213, 1314, or 1415)

3. Center Locations and corresponding Codes (see list of codes above)

4. "##" = two digits should be used in sequence when numbering each agreement during a specific program year (e.g. 01, 02, 10, 11). The sequence should start over at 01 at the beginning of each new program year (see aforementioned examples).

Examples of the final number for a carryover agreement:

A. OJT – *1314 – CC – 01 APY

B. OJT – *1415 – WD – 12 APY

C. OJT – *1516 – NS – 09 APY

Compensation

Reimbursement for wages under an OJT agreement is based on the hourly wage rate and applicable percentage rate for competencies/skills obtained as outlined in the training and in accordance with SFWIB Policies and Procedures. OJT payments to employers are deemed to be compensation for the extraordinary costs associated with training participants, and the costs associated with the lower productivity of the participants. Employers may be reimbursed up to 75 percent of the wage rate of an OJT participant for the extraordinary costs of providing the training and additional supervision related to the OJT (reference SFWIB OJT Policy, Section VIII (C) (2). Employers are not required to document such extraordinary costs.

An OJT may be provided to individuals 18 years and over with WIOA Adult funds; priority must be given to low-income individuals when funds are limited. WIOA Dislocated funds may be used to provide OJT for dislocated workers.

Prohibitions

OJT agreements are considered inappropriate and should not be written under the following circumstances:

1. Training in occupations with high turnover.
2. The source of income is solely from tips, commissions, or piecework. At least minimum wage must be the base wage in order to enter into an agreement under said conditions.
3. Agreements may not be written with any business which results in the dislocation of an employee. This includes partial displacement such as reduction in hours of non-overtime work, wages or employment benefits.
4. OJT agreements should not be executed within 35 days of termination of the Workforce Services contract end date.
5. OJT agreements should not be submitted to the SFWIB Business Services within 30 days of termination of the Workforce Services contract end date.
6. OJT agreements should not be submitted within 30 days of the end of the Program Year (PY) end date unless funding permits, as in the instance of "carry over" funds.
7. Placement of a participant into a position from which an individual has been laid off within the past sixty (60) days.

8. To train individuals in occupations where the participant works solely from home.
9. The business does not have a bricks and mortar location and is a home-based business.

For additional details, reference OJT Policy section XI, Prohibitions.

VII. Workforce Management System (WFMS) Enrollment and Vouchering

Upon execution of the OJT agreement, the Service Provider should follow the steps below to enter the project into the WFMS system for purposes of enrollment and vouchering:

1. Register the participant.
2. Enroll the participant in the OJT program with the appropriate details for the company. The information relevant to the company should be added at this stage with the applicable program details (e.g., wage rate, total project amount, hours, SVP).

Note: A voucher cannot be issued until this step has been completed.

3. Issue voucher for reimbursable services



VIII. Monitoring and Follow-up (Pre and Post Reviews)

The purpose of oversight and monitoring is to ensure the integrity of the region's funds, to review performance, assess compliance with applicable laws and regulations, and identify successful methods and practices that serve to enhance the region as a whole through continuous improvement.

Monitoring should include the review of the participant's training and corresponding business payroll records. On-site monitoring of OJT businesses should be conducted to verify compliance with terms of the agreement, to ensure validity and propriety of the reimbursement amounts. On-site monitoring of participant(s) for program compliance should also be conducted.

The monitoring process should be accomplished through a combination of desk and on-site reviews. Desk reviews are used for collecting and analyzing information and to support on-site reviews/monitoring. Desk reviews analyze existing data such as required monthly financial reports, vouchers, agreements, budgets, WFMS data, and prior audits and monitoring reports. Service Provider should gather available, up-to-date, written policies, procedures or other guidance governing the funding, programs and agreements under review. The desk reviews may include telephone and/or e-mail contacts with the entity under review, or other entities that may have relevant information that may impact the desk review. The reviewer should be prepared to provide on-site technical assistance as a result of issues discovered during the desk review process.

On-site reviews are a fundamental component of monitoring and employment data collection techniques, using formal monitoring guides. The on-site review allows for the verification of items contained in the agreement or which were identified in the desk review. Additional on-site reviews may also be conducted on an as-needed basis, should issues arise that require immediate attention. The monitor will be prepared to provide on-site technical assistance during the on-site review.

IX. SITE VISIT & FOLLOW-UP

The business site visit is an opportunity for the Service Provider to provide technical assistance, if necessary, and to ensure the participant's training is progressing as anticipated. The Service Provider should visit the participant at the business location at least once during the first five days of employment, and again at mid-point or as often as required by the applicable funding stream. Observations of each visit should be documented and placed in the participant's file using the Monitoring Worksheet form.

In addition to the on-site visit(s), regular contact with the participant and the business is expected and should be documented in the participant's file. At a minimum, this type of contact will occur monthly by telephone or e-mail.

Site visits and follow-up contacts should focus on the following:

1. Training is occurring as outlined in the Training Outline & Competency Certifications section of the agreement;
2. The business is abiding by the terms and provisions of the agreement; and
3. Concerns or problems that might jeopardize the participant's successful completion of training are identified and resolved.

Business site visits should be scheduled and coordinated to minimize any possible disruption to the operation of the business.

X. COMPENSATION AND REIMBURSEMENT

Reimbursement Process for Business

The business request for payment should be submitted after the participant is paid all wages due and competencies have been met for the training period. Hours (even if paid) for illness, holidays, plant downtime or other events in which no work occurred, should not be considered part of the training period.

The Service Provider will reimburse the business as outlined in the OJT Policy; Section VIII (C) (1-8). Reimbursement should coincide with the business pay period. Once the documentation is received and verified, the Service Provider may process reimbursement to the business.

The business should compile records of attendance, paid earnings, and competency certification records. The business should then create an invoice based on these documents and submit the original documents to the Service Provider for reimbursement. The final invoice should be submitted no later than thirty (30) days after the completion of the total hours covered by the agreement, or no later than thirty (30) days after the end date of the agreement.

Note: The Service Provider is the solely responsible for payment to the business with whom the SFWIB funded agreement was executed in accordance with federal and state laws, and SFWIB Policies and Procedures.

Reimbursement Process for Service Provider

After the Service Provider receives the cancelled check from the business, a reimbursement package for SFWIB may be prepared. The reimbursement package shall include the following documentation:

1. Cancelled check (front and back).
2. WFMS generated invoice executed with the two required signatures
3. Original voucher signed by the Service Provider Career Advisor, Worksite Supervisor and participant.

Once proper documentation has been received by SFWIB Finance, it will review the reimbursement package and process payment to the Service Provider, if appropriate.

Note: In cases where a discrepancy is found with all or part of the documents within the reimbursement package, the affected voucher(s) will be excluded. The Support Services Unit will generate and process a revised invoice. A system generated email will be sent, notifying the Service Provider of the discrepancy with appropriate details of the excluded item(s).

XI. REQUIRED DOCUMENTS

To encourage the use of OJT by businesses and participants, it is critical that the Service Providers keep paperwork to a minimum. However, there are several documents required to effectively implement an OJT.

1. Business File

The following documentation (at a minimum) should be maintained in the business' files:

- a) Copy of executed OJT agreement.
- b) Any previous OJT agreements – if previous agreements exist, determine the retention rate.
- c) WARN notices – to determine if the business is hiring a position that has been displaced.
- d) Worksite visit checklist.
- e) Certification of individual assurances and certifications.
- f) Copies of invoices submitted.
- g) Evidence of Workers' Compensation Insurance.
- h) Business/occupation License – to verify that the business is legally able to operate in the State of Florida.
- i) Any additional documentation as outlined in the OJT Policy and required by the funding stream.

2. Participant File

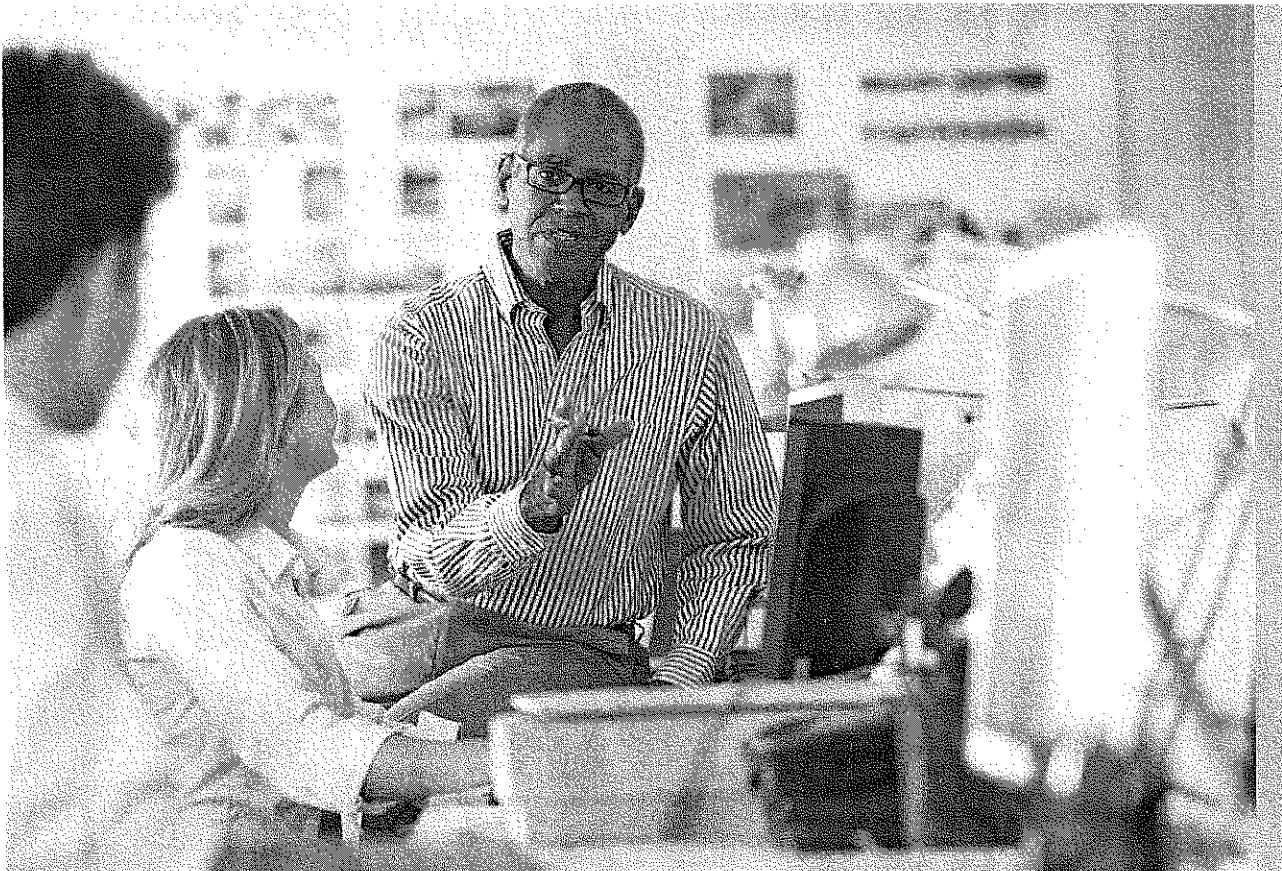
The following documentation (at a minimum) should be maintained in the participants' files:

- a) Assessment.
- b) Eligibility requirements.
- c) Referral to OJT employer and position.

- d) Copy of the executed OJT Agreement.
- e) Signed Time Sheets.
- f) Status of competencies attained and/or credentials.
- g) Signed acknowledgement of the SFWIB Grievance Policy.
- h) Documented worksite visit follow-ups completed by the Career Advisor. The initial follow-up should be completed during the first week of the OJT.
- i) Subsequent worksite visits shall be conducted on a regular basis and must be scheduled and coordinated with the business to minimize disruptions to the operations of the company.
- j) Employment verification form.

XII. EXCEPTIONS

Exceptions to the technical assistance manual, or any part thereof, must be approved in writing by the SFWIB Executive Director.





On-the-Job Training (OJT) Agreement



AGREEMENT

This agreement is entered into by the Business and Service Provider below to provide On-the-Job Training (OJT). Either party may terminate this Agreement for convenience by giving the other notice thirty (30)-days prior to the effective date of termination as outlined in the provisions set forth in the attached documents. The termination must be agreed to in writing by all parties and signed by an authorized agent of the terminating party. Furthermore, this agreement is not binding until executed by all three parties: Business, Service Provider, and Trainee.

Agreement Number:		Agreement Number:	
Funding Source:		Funding Source:	

BUSINESS		SERVICE PROVIDER	
Name:		Name:	
Address:		Address:	
City:	Zip:	City:	Zip:
FEI/EIN Number:		Contact Person:	
NACIS Code:		Title:	
Authorized Rep:	Title:	Telephone:	Fax:
Telephone:	Fax:	E-mail:	
E-mail:			

TRAINEE		TRAINEE OCCUPATION	
Name:		Title:	
SSN:		ONET-SOC Code	SVP Level
Incumbent?: <input type="checkbox"/> Yes <input type="checkbox"/> No		(SVP 2 = up to – 160 hours) ***Requires Approval	(SVP 4 = 481 – 1,040 hours)
		(SVP 3 = 161 – 480 hours)	(SVP 5-8 = 1,041 hours/ 6 months or more) ***Requires Approval

TRAINING FACILITY LOCATION		INSTRUCTOR	
Address:		Name:	
City:	Zip:	Title:	
		Telephone Number:	

REIMBURSEMENT

Reimbursement for wages under this agreement shall be based on the hourly wage and percent of reimbursement listed below for the competencies/skills indicated in the Training Outline & Certification on page two of this agreement and in accordance with the OJT Policy, Procedures, Business Handbook, and the payment method detailed in Attachment A. Submission of the original, signed and dated competency certifications, an invoice, and authorized payroll records supporting the invoice, are required for reimbursement.

(a)	(b)	(c)	(d)	
Total Number of Training Hours	Hourly Wage Rate	Rate of Reimbursement	Total Maximum Reimbursement [d = a * b * c]	Hourly Wage Rate at Completion
Min (Min=161) (Max 1,040)				No less than OJT rate :

COLLECTIVE BARGAINING AGENT CONCURRENCE

- A. Does a collective bargaining agreement cover the operation offering employment and training? Yes No
- B. If Yes, have you notified the appropriate collective bargaining representative as to the On-The-Job Training Program and the rates of pay associated herein? Yes No
- C. If Yes, have you received any notice of non-concurrence from the appropriate collective bargaining representative? Yes No

TRAINING OUTLINE & COMPETENCY CERTIFICATION

Competencies/Skills to be acquired through OJT Label the last competency/skill to be attained "FINAL".	Approximate percent of time required to attain Comp/Skill (Must total 100%)
TOTAL	%

BUSINESS

I understand and shall abide by this training agreement and all provisions of its attachments. The undersigned, as the duly authorized representative of the Business, has authority to commit the Business 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 the Service Provider 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 as is consistent with Chapter 440 of the State of Florida Statutes.

***The appropriate signatory for the business shall be either the owner where the business is incorporated; a partner where the business is a partnership; or an officer if the business is a corporation. If company designate signatories other than their officers, in such instances, written authority transferring signatory responsibilities must be obtained and submitted with contract.

Signature: _____
 Date: _____
 Name: _____ Title: _____

SERVICE PROVIDER

I certify that the participant to be trained under this agreement has been recruited by this office in compliance with SFWIB OJT Policy and Procedures; and, that nepotism has been discussed with both the trainee and the business and are absent from the activities covered by this agreement.

Signature: _____
 Date: _____
 Name: _____
 Title: _____

ATTACHMENTS**TRAINEE****Below are the documents to be given
at time of agreement**

- A. Competencies and Certifications
- B. Business Qualification Checklist
- C. Business Handbook
- D. Assurances & Certifications

I hereby certify that I do not possess the skills to be acquired through this agreement; nor have I worked for this or another employer performing functions similar to those to be taught; and that the Service Provider has discussed nepotism and it is absent from the activities covered by this agreement.

Signature: _____

Date: _____

Name: _____

Title: _____

Competency Certifications and Payment Method



Trainee Name		Total OJT Hours	OJT hourly wage	Rate of Reimbursement	Total OJT Reimbursement			
			\$	%	\$			
Competency Skill Certification				Projected payment and percentage of time		Actual payment due for skills acquired		
Competencies/Skills to be acquired through OJT	Instructor/Supervisor Signature to attest achievement of competency	Date of skill achievement	Projected Hours of payment due	Percent of time and payment due for completion of hours for competency	Projected Payment Due	* Enter actual hours achieved per Comp/Skill acquired	Percent of payment due for acquired skills	** Actual payment due
1				%	\$			\$
2				%	\$			\$
3				%	\$			\$
4				%	\$			\$
5				%	\$			\$
6				%	\$			\$
7				%	\$			\$
8				%	\$			\$
9				%	\$			\$
10				%	\$			\$
11				%	\$			\$
12				%	\$			\$
13				%	\$			\$
14				%	\$			\$
15				%	\$			\$
16				%	\$			\$
17				%	\$			\$
Totals				%	\$			\$

Instructions: To determine payment due to the Business enter in cells (6 through 15) actual OJT hours achieved for each Comp/Skill.

Note: * Actual OJT hours may not exceed total projected OJT hours in agreement.
 ** Actual OJT payment due may not exceed total employer reimbursement



OJT: BUSINESS QUALIFICATION REQUIREMENTS

Business Name:					
Business Address:					
#	QUESTION	ANSWER		SUPPORTING DOCUMENTATION	Initials
		NO	YES	DESCRIPTION	
1	Is the business located in the State of Florida?			Date business established: ____/____/____	
2	Business holds valid license to operate in Miami-Dade and/or Monroe County?			Tax Receipt/Occupational/Corporate License Expiration Date: ____/____/____	
3	Business maintains Workers Compensation Insurance (if applicable)			Effective Dates: ____/____/____ to ____/____/____	
4	Active business as verified by the Florida Department of State Division of Corporations (www.sunbiz.com)			Number of Current Employees: _____	
5	Has the business relocated within the last 120 days and dislocated any employee from the previous community?			If answer is yes to question 5, business may be disqualified for OJT.	
6	Has the participant ever worked for this company?			If answer is yes to question 6, business will be disqualified for OJT.	
7	"What is the frequency of the payroll? (Please check the appropriate response)"			Weekly <input type="checkbox"/>	
				Bi-Weekly <input type="checkbox"/>	
				Monthly <input type="checkbox"/>	

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

Signature of Business Representative

Date

Name of Business Representative

Title of Business Representative



EMPLOYEE QUALIFICATION DOCUMENT (WIOA)

Business Name: _____

FEID#: _____

Trainee Name: _____

SSN: _____

JOB TITLE

HOURLY WAGE

Current: _____

Post Training: _____

STATEMENT OF TRAINING QUALIFICATION

Please check the (one) reason that the employee named above qualifies for training:

- Self-Sufficiency: Employee and his family (if applicable) do not meet the CareerSource South Florida definition of Self-Sufficiency.
- Job Retention: Employee cannot retain employment without further training or services.

Describe the employee's aptitude and interest for training:

Note: This form is only applicable with employed worker OJT agreement

Authorized Business Representative

Title

Signature

Date



OPTIONAL TIME SHEET

The time sheet documenting the number of hours worked is maintained at the employer's place of business. Any kind of time keeping system is acceptable, as long as it verifies the hours submitted for reimbursement on the monthly invoice.

BUSINESS NAME

TRAINEE NAME

TRAINING LOCATION

TRAINEE SS#

HOURS WORKED BY CALENDAR DAY MONTH _____ TOTAL HOURS _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

HOURS WORKED BY CALENDAR DAY MONTH _____ TOTAL HOURS _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

HOURS WORKED BY CALENDAR DAY MONTH _____ TOTAL HOURS _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

HOURS WORKED BY CALENDAR DAY MONTH _____ TOTAL HOURS _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

HOURS WORKED BY CALENDAR DAY MONTH _____ TOTAL HOURS _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

HOURS WORKED BY CALENDAR DAY MONTH _____ TOTAL HOURS _____

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

Total OJT Hours: _____

I hereby certify that this time sheet is a true statement of the time worked by the above trainee and that he/she was compensated at the rate shown on the training agreement (Statements are subject to audit).

Name of Business Representative

Business Signature

Date

Trainee Name

Trainee Signature

Date



Invoice for OJT Training (OJT) Wage Reimbursement

Business _____

Employee _____ SS# _____ OJT AGREEMENT NO: _____

Check No.	From	To	Number of Hours	Gross Amount	W/H Taxes, FICA, Other	Net	Employee Signature
						\$	
						\$	
						\$	
						\$	
						\$	
						\$	
						\$	
						\$	
						\$	
						\$	
						\$	
						\$	
Total Amount						\$	
Applicable wage reimbursement							%
Total reimbursement request						\$	

I certify that the above information is true and correct

I certify that I have verified the above information against time sheets provided by the employer that this request agrees with the applicable OJT contract(s)

Signature of Business Representative

Signature of Service Provider Representative



On-the-Job Training (OJT) Service Provider Monitoring Checklist General Information

Service Provider Name:		
Contract Number:		Date of Review:
Business Name		Worksite Address:
Participant Name:		
OJT Begin Date:	1/0/00	Social Security Number:
OJT Approximate End Date:	1/0/00	

Contract Reimbursement Computation

		No.	Yes	No	Comments/Other
1	Number of Training hours completed				
2	Do Time Sheets Match # of training hours completed?				
3	Training hours completed as per contract				
4	Hourly wages paid as per contract				
5	Do Paystubs match the negotiated pay rate?				
6	Is the required 7.65% FICA correctly withheld?				
7	Was the frequency of payroll verified?				

Training Outline

		No.	Yes	No	Comments/Other
1	Number of Competencies in the Training Outline				
2	Number of Competencies Achieved				
3	Trainee monthly evaluation completed				
4	Participant indicated during interview that training was received as shown above.				

Employee Retention

		Yes	No	Comments/Other
1	Was the employee retained for employment upon completion of training, if no skip to question #6			
2	What is the name of the position in which the participant was hired?			
3	Is the position a promotion?			
4	Is the employment fulltime			
5	What is the hourly wage			
6	Does the hourly wage represent an increase in pay compared to the OJT wage?			
7	What is the amount of increase in hourly wage?			
8	Date of termination			
9	Reason for termination			

Signature:	Date:
Typed Name:	Title:



TRAINEE EVALUATION		
Business Name:	Trainee Name:	
Training Location:	Trainee SS#:	
<p>The Service Provider is responsible for ensuring that each trainee learns as much, and performs as well as possible, while on the job. In order to accomplish this goal most effectively, the Service Provider needs to know how the trainee is progressing. Please complete this form as accurately as possible so that any problems that may arise can be solved immediately. The signature of both the supervisor and the trainee are required in acknowledgment.</p>		
CRITERION	GRADE (See Key) (f)	COMMENT
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 on the job)		
<p>(f) GRADING KEY: A: Superior B: Good C: Average D: Poor</p>		
Supervisor Name:	Trainee Name:	
Supervisor Signature:	Trainee Signature:	
Date:	Date:	

APPENDICES

On-the-Job Training (OJT) Checklist

Date: _____

Section 1: Business Information

Complete the following information.

LEGAL BUSINESS NAME:		FEIN #:
FORMER NAME(S) UNDER WHICH EMPLOYER CONDUCTED BUSINESS:		
CONTACT PERSON:		TITLE:
BUSINESS ADDRESS:		
CITY:	STATE:	ZIP:
TELEPHONE:	EMAIL:	FAX:
TYPE OF ORGANIZATION: INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY CORPORATION <input type="checkbox"/> FOR PROFIT <input type="checkbox"/>		
BUSINESS NAICS CODE:	# OF CURRENT EMPLOYEES:	YEARS IN EXISTENCE:
IS THE BUSINESS BEING SOLD OR MERGING WITH ANOTHER BUSINESS? Yes <input type="checkbox"/> No <input type="checkbox"/>		

Section 2: Business Review (Pre-Award)

- 1) WARN notices have previously been filed. Yes No N/A

- 2) The Business has not exhibited a pattern of failing to provide OJT participants with continued long-term employment. Yes No

- 3) Business located in the State of Florida. Yes No

- 4) Business holds valid business licensed to operate. Yes No

Section 3: Federal Criteria (Pre-Award)

- 5) Business verifies WIOA funds will not be used to relocate operations in whole or in part. Yes No

- 6) Business has operated at current location for at least 120 days. Yes No
 - a. If less than 120 days and the business relocated from another area in the U.S. were employees laid off at the previous location as a result of the relocation? Yes No

- 7) Business commits to providing long-term employment for successful OJT Trainees. The name and title of the authorized company representative confirming the response to this question should be provided. Yes No

Name: _____ Title: _____

8) OJT funds will **not** be used to directly or indirectly assist, promote or deter union organizing. Agree Disagree

9) The OJT will **not** result in the full or partial displacement of employed workers. Yes No

10) Participant's wages to be paid are at least equal to: Yes No

a) The Federal, state or local minimum wage (Fair Labor Standards Act). Yes No

b) Other employees in the same occupation with similar experience. Yes No

11) Participant will be provided the same workers' compensation, health insurance, unemployment insurance, retirement benefits, etc. as regular, non-OJT employees. Yes No

a. Worker's Compensation Business: _____

b. Account #: _____

c. Effective Dates: _____ to _____

12) The business will comply with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act and its regulations. Yes No

Section 4: Training Plan Development and Implementation (Pre-Award)

13) The Business' Training Plan is complete. Yes No

(Check "Yes" to this statement only if all of the following three responses are "Yes.")

a. The plan outlines all the specific skill requirements for the OJT occupation. Yes No

b. The plan addresses the trainee's assessed skills gap(s) for the OJT occupation. Yes No

c. Upon successful completion of the plan, the trainee will be able to meet all requirements of the job. Yes No

14) The person(s) providing instruction and guidance to the participant is capable of delivering instructions consistent with the business' needs. Yes No

(Check "Yes" to this statement only if both of the following responses are "Yes.")

Each instructor(s) has:

a. Knowledge of the subject(s) to be covered and skills required. Yes No

b. The ability to teach the required knowledge, skills and occupational fundamentals to others. Yes No

15) The Trainee will be provided instruction that ensures s/he will understand the underlying theories of the OJT position. Yes No

(Check "Yes" to this statement only if both of the following responses are "Yes.")

a. The person(s) providing instruction is well versed and understands the underlying theories of operation entailed in the OJT position. Yes No

b. The training outline provides for instruction in the underlying theories of operation entailed in the OJT position. Yes No

16) The instructors and other staff providing guidance and training to the OJT participant will maintain good work habits that reflect the Business' standards. Yes No

- 17) The instructor(s) or other staff responsible for delivering the training in the OJT training plan will have time (away from production and other duties) to carry out the training necessary for the participant to successfully complete the competencies outlined in the agreement. Yes No

(Note: This point is of particular concern in small businesses where instructors are often responsible for a significant portion of the business' production.)

Section 5: Business File Required Documents

- 18) Any previous OJT agreements – if previous agreements exist, determine the retention rate. Yes No
- 19) WARN notices – to determine if the business is hiring for a position that has been displaced. Yes No
- 20) Worksite visit checklist. Yes No
- 21) Certification of individual assurances and certifications. Yes No
- 22) Copies of invoices submitted. Yes No
- 23) Evidence of Workers' Compensation Insurance. Yes No
- 24) Copy of the executed OJT agreement. Yes No
- 25) Business / Occupational License – to verify that the business is legally able to operate in the State of Florida. Yes No

Section 6: Participant File Required Documents

- 26) Assessment. Yes No
- 27) Eligibility requirements. Yes No
- 28) Signed timesheets. Yes No
- 29) Status of competencies attained and/or credentials. Yes No
- 30) Participant issued referral to OJT employer for position on agreement. Yes No
- 31) Copy of the OJT executed agreement. Yes No
- 32) Worksite follow-up visits. Yes No
- 33) Acknowledgement of the Signed SFWIB Grievance Policy. Yes No
- 34) Documented worksite follow-up visits completed by the Career Advisor. The initial follow-up should be completed during the first week of the OJT. Yes No
- 35) Employment verification form. Yes No

Section 7: Reimbursement Documents

- 36) Cancelled Check. Yes No
- 37) Original WFMS generated invoice executed with the two required signatures. Yes No
- 38) Original voucher signed by the Case Manager, Supervisor and participant. Yes No

Section 8: Signatures

Authorized Signatures

I hereby certify that the above information is, to the best of my knowledge, true and correct.

Business Signature: _____ Date: _____

Type/Print Name: _____ Title: _____

The outcome of this review: _____

Business meets all requirements of the OJT pre-award. Yes No

Service Provider Signature: _____ Date: _____

Type/Print Name: _____ Title: _____

Date: _____

MID-POINT MONITORING REPORT

Company/ Contract #:		FEIN #:	Start Date:	
Standard Work Week Hours:		Agreement #	Expected End Date:	
Address:		City:	State:	Zip:
Primary Contact:		Phone:	Wage Rate:	
Trainee:		Job Title:		
Trainee Supervisor:				

SKILLS / LEARNING OBJECTIVES	APPROXIMATE TRAINING HOURS	SKILLS/ COMPETENCY RATING	PROGRESS EVALUATION METHOD
Employer Orientation – "Non-Reimbursable"			
A.			Observation by Supervision
B.			Observation by Supervision

- Ratings:**
- 1) With Supervision
 - 2) Without Supervision
 - 3) Mastered Skill
 - 4) Continuing to Master Skill

- The trainee has received a training outline? Yes No
 - The training outline is being followed? Yes No
 - The hours and wages are consistent with the terms of the agreement? Yes No
 - The trainee is making progress mastering skills? Yes No
 - Comments/Concerns? Yes No
- _____
- _____

Signatures:

_____ Trainee Type/Print Name: _____

_____ Trainee Supervisor Type/Print Name: _____

_____ Service Provider OJT Coordinator Type/Print Name: _____

OJT Coordinating Resources

Outlined below is information regarding cooperative and complementary programs when providing on-the-job training (OJT).

Registered Apprenticeship programs meet the skilled workforce needs of American industry, training millions of qualified individuals for lifelong careers since 1937. Registered Apprenticeship helps mobilize America's workforce with structured, on-the-job learning in traditional industries such as construction and manufacturing, as well as new emerging industries such as health care, information technology, energy, telecommunications and more.

21st Century Apprenticeship Community of Practice is an interactive platform for Registered Apprenticeship stakeholders to share information, collaborate; while also providing technical assistance through webinars, discussion boards, blogs and other online resources.

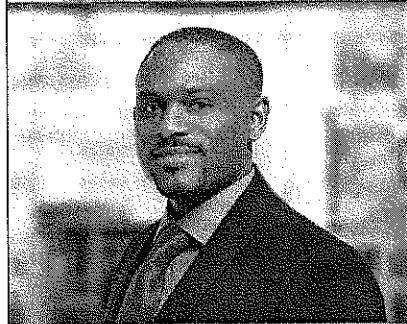
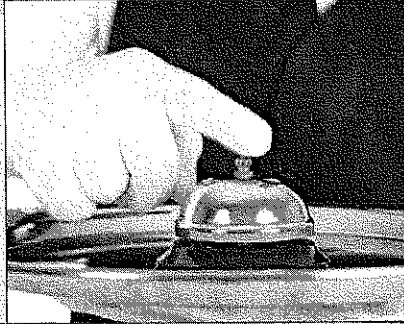
High Growth Job Training Initiative is a strategic effort to prepare workers to take advantage of new and increasing job opportunities in high growth, high demand and economically vital sectors of the American economy. Fields like health care, information technology, and advanced manufacturing have jobs and solid career paths left untaken due to a lack of people qualified to fill them. The High Growth Job Training Initiative targets worker training and career development resources toward helping workers gain the skills they need to build successful careers in these and other growing industries.

Trade Adjustment Act (TAA) program helps workers who have lost their jobs as a result of foreign trade. The TAA program offers a variety of benefits and services to eligible workers, including job training, income support, job search and relocation allowances, a tax credit to help pay the costs of health insurance, and a wage supplement to certain reemployed trade-affected workers 50 years of age and older.

Work Opportunity Tax Credit (WOTC) is a Federal tax credit incentive that the Congress provides to private-sector businesses for hiring individuals from twelve target groups who have consistently faced significant barriers to employment. The main objective of this program is to enable the targeted employees to gradually move from economic dependency into self-sufficiency as they earn a steady income and become contributing taxpayers, while the participating employers are compensated by being able to reduce their federal income tax liability.



Community Goal



One Community One Goal Target Industry List

The following target industries and niche sectors were adopted by the South Florida Workforce Investment Board (SFWIB) in 2012. Niche sectors are listed in alphabetical order.

Aviation	Creative Design	Hospitality & Tourism	Information Technology
Aircraft Parts & MRO	Advertising & Marketing	Conventions, Conferences, & Trade Fairs	Back Office Support & IT
Assembly & Manufacturing	Architecture & Engineering	Cruise Tourism	Computational Science & Health IT
Composite Shops	Fashion / Lifestyle	Cultural Arts	Data Centers
Flight Simulation & Training	Film, TV Production, & Digital Media	High Income International Tourist	Digital Media
	Industrial Design	Medical Tourism	Logistics IT
		Tourism IT	Mobile Applications
			Simulations Technology
			Tourism IT
International Banking & Finance	Life Sciences & Health Care	Trade & Logistics	
International Banks	Agricultural Sciences	Distribution Centers	
International Insurance & Wealth Management	Back Office Operations	Logistics IT	
Maritime Services & Trade Finance	Biologics	Maritime Services & Trade Finance	
Mobile Applications	Computational Science & Health IT	Perishables	
Technical Customer Support & Back Office	Medical Devices	Value-Added Services – Assembly & Kitting	
Venture Capital & Private Equity	Medical Tourism		
	Pharmaceuticals		

ABOUT ONE COMMUNITY ONE GOAL

Miami-Dade County is among the most dynamic communities in the world. The One Community One Goal Targeted Industry Strategic Plan provides the unified vision and direction needed to translate those visionary initiatives and many others into long-term economic development opportunities for all Miami-Dade County residents.



On-The-Job Training (OJT) BUSINESS HANDBOOK

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

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

Service Provider

Employer Consultant

Telephone Number



On-The-Job Training (OJT) EMPLOYER'S HANDBOOK

Purpose

The South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida has empowered its administrative entity, to administer the following federally funded programs: Workforce Investment Act (WIA1998)/ Workforce Innovation Act (WIA2000), and Welfare Transition (WT). Funds for these programs are provided to the CareerSource South Florida through the State of Florida. The purpose of these funds is to provide activities that will increase the employment, retention, occupational skill attainment and earnings of participants and 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, Dislocated Workers, and Welfare Transition participants.

On-the-Job training Structure

On-the-Job Training (OJT) is one of several training designs offered through the CareerSource South Florida system. Welfare Transition and WIA eligible individuals are eligible for OJT services when the assessment determines that OJT is the appropriate activity. A training plan is developed for each participant and upon completion of the training competencies the participant 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 individual so placed, the CareerSource South Florida it may reimburse the Employer an amount that does not exceed 50% of the participant's wages during the training period.

The employer should clearly explain to the participant all performance expectations at the start of the training program. If, at any time during the length of the training contract, these expectations are not being met, the employer should notify the Service Provider employer consultant. The Employer will inform the participant and the Service Provider of identified areas of unsatisfactory progress or performance and will allow reasonable time for correction or improvement. The employer shall also inform the Service Provider of any excessive absenteeism, serious illness, or of the termination of a trainee for any reason within five (5) days of the occurrence of the event.

General Provisions

- A. An authorized Service Provider employer consultant 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 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 contract 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 by this contract shall be used to train participants to fill a job opening created by the action of the Employer in laying off or terminating the employment of any person in anticipation of filling the vacancy so created by the hiring of a Service Provider's participant.
- F. No OJT participant 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 lay-off 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 (1) year from the last layoff or until the next employer fiscal year, whichever occurs later.
- G. No WIA/WT 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 Miami-Dade County/Monroe County 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 participant wage reimbursement payments 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. None of the funds appropriated under this contract may be used to support any religious or anti-religious activity. Participants in the program may not be employed in the construction, operation or maintenance of any facility that is used for religious instruction or worship.
- I. 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 participant injuries and illnesses in accordance with the provision of Part 1904 of Title 29 of the Code of Federal Regulations.
- J. None of the funds appropriated under this contract shall be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
- K. All laborers and mechanics employed by the contracted 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.
- L. SFW funds shall not be used to make contributions to retirement plans on behalf of participants.
- M. SFW funds can only be used for reimbursement of regular wages up to the agreed upon reimbursement amount. If an employee works overtime, the employer must pay the full amount of the overage for overtime wages.



- N. The Service Provider, the Career Center, or both 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.
- O. The Employer shall inform the Service Provider following completion of the individual's training as to whether or not the employer has retained the trainee as a permanent employee, and if not, the reason(s) why.
- P. Either party may terminate this contract for convenience by giving the other notice thirty (30)-days 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 CareerSource South Florida will reimburse only those costs incurred pursuant to normal operations as set out in the contract between the parties.
- Q. No trainee may be hired under this contract if nepotism exists: the Contracted OJT Employer shall not hire a person in an administrative capacity, staff position, or on-the-job training position funded under this Contract if any member of the individual's immediate family is employed in an administrative capacity with the Contracted OJT Employer. The Contracted 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, aunt, uncle, niece, nephew, stepparent, stepchild, first cousin, grandparent, or grandchild. An individual may not be appointed, employed, promoted or advanced in, to 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.

The Service Provider Agrees:

- A. That the training time does not exceed the maximum allowable for each occupation according to the Specific Vocational Preparation (SVP) levels, meaning the amount of time required to learn the technical questions, acquire information and develop the facilities for average performances in a specific job.
- B. To provide outreach and recruitment, motivational counseling, supportive services and other assistance to the participants while they are in training, as well as any needed follow-up after training as requested by the employer.
- C. To update the participant'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 contract.
- E. To certify the validity and propriety of amounts requested by the employer for reimbursement of cost related to the OJT. CareerSource South Florida's financial obligation shall be limited solely to the amount and terms of the contract.



- F. To verify payroll and time and attendance records.
- G. To assure that the training is being provided as specified in the OJT contract.

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

The Employer Agrees:

- A. To provide training to a participant to attain acceptable entry level functioning in the occupation, as it exists in the employing establishment and as displayed on the attached outline of On-the-Job Training.
- B. To hire participants as members of the regular work force and to retain the participants at the conclusion of the contract, provided that the participants are able to adequately perform the job.
- C. To provide On-the-Job Training utilizing only employees of the organization to provide instructions.
- D. To maintain Workers' Compensation coverage for all trainees in an amount that is consistent with Chapter 440 of the State of Florida Statutes.
- E. To the extent permitted by state law, the Employer agrees to hold harmless and, if necessary, defend and indemnify the Service Provider 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 contract.
- F. To submit an invoice(s) and time sheet(s) or comparable documentation for participant(s) showing claims for reimbursement. To submit invoices at the rate specified in the OJT contract for the specified period of the contract as supported by invoices and documentation of the accomplishment and completion of the performance information. The final claim for reimbursement must be submitted within 30 days of completion of the OJT contracted training hours.
- G. To establish and maintain an auditable system, in accordance with recognized accounting practices. The Employer shall maintain records related to this contract and retain such records for five (5) years, or until all litigation, claims or audits have been satisfactorily resolved, whichever occurs later. The retention period begins upon the CareerSource South Florida's payment of the final invoice.
- H. To repay to the CareerSource South Florida amounts found not to have been expended in accordance with the provisions of the OJT contract. The employer shall be liable to repay such amounts, from funds other than funds received under this contract, upon a determination that the mis-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.
- I. The Employer assures and certifies that it will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 105.220) as amended, hereafter referred to as the Act, or Welfare Transition Program, as applicable and with the regulations and policies promulgated there under and all applicable 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, 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 contract, and which the Service Provider shall present, in writing, shall be sufficient basis for termination by the Service Provider.

- J. 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 contract.
- K. The Employer agrees to give the Service Provider, the CareerSource South Florida, the Florida Department of Economic Opportunity, State of Florida, United States Department of Labor or Department of Health and Human Services and the United States Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the contract and will maintain said records, books, papers or documents for a period of five (5) years from the date of termination of this contract, 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.
- L. The Employer agrees to obtain and maintain all applicable business licenses and comply with all ordinances and statutes of the state and insurance requirements.
- M. The Employer agrees to maintain a grievance procedure to handle any grievances or complaints that the OJT participant may have. If the employer does not have one, he/she agrees to use the CareerSource South Florida grievance procedures. If the Employer elects to use its own grievance procedures, the employer must advise all OJT participants of their right of appeal through the SFW grievance procedures.
- N. 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.
- O. The Employer may invoice the CareerSource South Florida at the negotiated frequency of payment that is convenient to the Employer. The frequency of payment that has been negotiated for the OJT contract will be outlined in the "Competency Certifications and Payment Methods" Attachment A section of the OJT contract. The preferred method of invoicing is through the invoice form attached. If this form is difficult to complete because of the Employer's individual system then the Employer can use an alternate procedure.

The employer must submit copy of readable, time sheets, approved payroll register showing deductions and net pay and copies of cancelled payroll checks. When a competency payment is due, the employer must submit an original signed "Competency Certification" form.

The final invoice from the employer is due to the CareerSource South Florida no later than thirty-(30) days after the completion of the total hours covered by the contract, or no later than thirty-(30) days after the end date of the agreement.



DEFINITIONS, REQUIREMENTS, & LIMITATIONS

Definition of On-the-Job Training (OJT)

OJT simultaneously trains and employs an under-skilled job seeker. The contract compensates the employer for the costs of providing the training and any additional supervision related to the training by reimbursing up to 50% of the trainee's wages during the contract period.

At the conclusion of the OJT contract, the participant is retained by the employer with all the same terms of employment, insurance coverage, working conditions, pay, and fringe benefits afforded to other employees in an equivalent position provided that the customer is able to adequately perform the job.

OJT Requirements and Limitations

- K. No officer, employee, agent, or representative of the Employer may charge an individual a fee for the placement in, or referral to a training program funded under this contract or amendments thereto.
- L. No overtime shall be paid under this contract. If an employee works overtime, the employer must pay the full amount of the overage for overtime wages.
- M. The employer shall submit an invoice(s) and time sheet(s) or comparable documentation for participant(s) showing claims for reimbursement as outlined in the "Competency Certification and Payment Method". The preferred method of invoicing is through the invoice form Attachment C. The Employer may opt to use an alternate procedure as outlined below:

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.

When a competency payment is due, the original signed "Competency Skill Certification" section in Attachment C must be submitted with the invoice.

- N. The final invoice shall be submitted no later than thirty- (30) days after the completion of the total hours covered by the contract, or no later than thirty- (30) days after the end date of the agreement.
- O. This contract shall not result in the displacement of currently employed workers or impair existing contracts for services.
- P. The employer shall maintain Workers' Compensation coverage for all trainees in an amount that is consistent with Chapter 440 of the State of Florida Statutes.
- Q. Appropriate standards for health and safety in work and training situations shall be maintained by the employer 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 shall keep records of participant injuries and illnesses in accordance with the provision of Part 1904 of Title 29 of the Code of Federal Regulations.



- R. The Employer shall inform the Service Provider following completion of the individual's training as to whether or not the employer has retained the trainee as a permanent employee, and if not, the reason(s) why.
- S. None of the funds appropriated under this contract shall be used to support any religious or anti-religious activity. Participants in the program may not be employed in the construction, operation or maintenance of any facility that is used for religious instruction or worship.
- T. None of the funds appropriated under this contract shall be used for any political activity, lobbying of federal, state or local legislators, or to promote or oppose unionization.
- U. All laborers and mechanics employed by the contracted 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.
- V. Either party may terminate this contract for convenience by giving the other notice thirty (30)-days prior to the effective date of termination. The termination notice must be in writing and signed by an authorized agent of the terminating party.
- W. No trainee may be hired under this contract if nepotism exists.
- X. To the extent permitted by state law, the Employer agrees to hold harmless and, if necessary, defend and indemnify the Service Provider and 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 contract.
- Y. To establish and maintain an auditable financial system, in accordance with recognized accounting practices. The Employer shall maintain records related to this contract and retain such records for five (5) years, or until all litigation, claims or audits have been satisfactorily resolved, whichever occurs later. This retention period commences upon the payment of the final invoice.
- Z. The Employer assures and certifies that it will comply with the requirements of the Workforce Investment Act of 1998 (P.L. 105.220) as amended, hereafter referred to as the Act, or Welfare Transition Program, as applicable and with the regulations and policies promulgated there under and all applicable 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, 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 contract, and which the Service Provider shall present, in writing, shall be sufficient basis for termination by the Service Provider.
- AA. The employer shall repay the Service Provider amounts discovered not to have been expended in accordance with the provisions of the OJT contract. The employer shall be liable to repay such amounts, from funds other than funds received under this contract, upon a determination that the mis-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.

- BB. Verbal communication between the parties shall 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 contract.
- CC. The Employer agrees to give the Service Provider, the SFW, the Florida Department of Economic Opportunity, State of Florida, United States Department of Labor or Department of Health and Human Services and the United States Comptroller General, through any authorized representative, the access to and the right to examine all records, books, papers or documents related to the contract and will maintain said records, books, papers or documents for a period of five (5) years from the date of termination of this contract, 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.
- DD. The Employer shall obtain and maintain all applicable business licenses and comply with all ordinances and statutes of the state and insurance requirements.
- EE. The Employer shall maintain a grievance procedure to handle any grievances or complaints that the OJT participant may have. If the employer does not have one, the employer shall use the CareerSource South Florida grievance procedures. If the Employer elects to use its own grievance procedures, the employer must advise all OJT participants of their right of appeal through the SFW grievance procedures.
- FF. The employer must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) for any grant or subgrant in excess of \$2000 for construction or repair awarded, 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"). The Employer is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. SFW shall report all suspected or reported violations to the Federal awarding agency.
- GG. If the agreement involves the employment of mechanics or laborers, the Employer shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, the employer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.



HH. As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Investment Act of 1998, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, ages, disability, political affiliation or belief on the basis of either citizenship/status as a lawful admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity.
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination against qualified individuals from participating or receiving benefits in any Federal Assisted Programs on the basis of race, color, or national origin.
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities.
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that Contractor will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIA Title I – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

- II. The Employer shall comply with the provisions of the Certification Regarding Debarment, Suspension and Other Matters, Public Entity Crime, Florida Clean Indoor Air Act, Certification regarding a Drug-Free Workplace and the Certification Regarding Lobbying (Applicable for contract/grant transactions over \$100,000).



Employer Handbook Signature Page

I have read and understand the provisions as outlined herein and understand that these provisions are incorporated by reference in the following OJT contract(s):

OJT Contract Number (s): _____, _____, _____, _____, _____, & _____

_____ Name of Authorized Employer Representative	_____ Title
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_____ Signature of Authorized Employer Representative	_____ Date
--	---------------

_____ Name of Authorized Employer Representative	_____ Title
---	----------------

_____ Signature of Authorized Employer Representative	_____ Date
--	---------------

_____ Name of Authorized Service Provider	_____ Title
--	----------------

_____ Signature of Authorized Service Provider Rep.	_____ Date
--	---------------



connect with us



www.careersourcesfl.com

CareerSource South Florida is an equal employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers may be reached by persons using TTY/TDD equipment via Florida Relay 711.