

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

<b>1 - Parties</b>	
Funder	Contractor ~ Legal Name of Employer
CareerSource Broward (CSBD)	Employer: City of Lauderhill
	Tax ID #: 596044104
	Business Type: Non-Profit Corporation / 501 (c) (3)
<b>2 - Notice Information</b>	
Must be certified mail return receipt requested	
CareerSource Broward 2890 West Cypress Creek Rd. Fort Lauderdale, FL 33309	Employer Legal Address:  5581 W. Oakland Park Blvd Lauderhill, FL 33313  Telephone: 954-730-3001
<b>3 - Term of the Agreement</b>	
From: Last Date Signed by the Parties	To: June 30, 2022
<b>4 - Signature Block</b>	
CareerSource Broward	Employer <i>(Must be an Owner or Officer)</i>
_____ President/CEO	_____ <b>Signature</b>
Date _____	Ms. Desorae Giles-Smith _____ <b>Print Name</b>
	5/11/21 _____ <b>Date</b>
	_____ City Manager
	_____ <b>Title</b>
_____ Witness	_____ <b>Witness</b>
_____ Witness	_____ <b>Witness</b>

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

<b>5 - Type of Agreement</b>	
<p align="center"><b>Master Agreement</b></p> <p>This Agreement is applicable to each participant for whom a Training Plan has been executed and shall apply to new or existing employees needing additional skills to be able to perform on the job.</p> <p>A training plan must be completed, approved by CSBD and signed by the parties for every employee to be trained under this Agreement. Each executed training plan is incorporated into and made a part of this Agreement as if it is fully set forth herein.</p> <p>The State Assurances and Certifications are incorporated into and made a part of this Agreement as if they were fully set forth herein.</p> <p>Employer may not assign the contract or subcontract their responsibilities without CSBD's written approval.</p>	<p align="center"><b>Performance Based Agreement</b></p> <p>Employer agrees to hire and train the participants in accordance with the applicable executed training plans. In exchange Employer will be paid the percentage of each employee /trainee's straight time hourly wage, in accordance with the training plan, for each hour participant works not to exceed the maximum allowable training hours listed in the training plan for each trainee except that should the participant not be retained or leave the job during the final 160 hours of the training or the thirty (30) calendar days following the end of training, employer shall forfeit the wage reimbursement for the last month of training which shall be calculated based upon one hundred and sixty (160) hours.</p> <p>The payments under this Agreement represent the extra cost to employer for providing the training necessary for the employee to perform on the job.</p> <p>The number of signed training plans shall determine the number of employees for whom employer may be reimbursed. CSBD shall be the sole determiner of whether to award a training plan to Employer.</p>

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

<p><b>6 - Identification of Trainees and Nepotism</b></p>		
	A	<p>Employer may identify prospective trainees. This shall be referred to as a reverse referral. CSBD is under no obligation to enroll the individual into the OJT program or refer them back to employer.</p>
	B	<p>CSBD shall be responsible for determining the eligibility of prospective trainees and whether they may participate in the program. All individuals, regardless of whether they are a “reverse referral” or a CSBD referral must go through the eligibility determination and enrollment process prior to being “on-boarded” or hired by employer.</p>
	C	<p>Employer agrees to hire new trainee/participants after contract execution but prior to the start of the training as a member of their regular workforce except in the case of current employees for who an “Upgrade OJT” training plan has been approved.</p>
	D	<p>Previous employees, including individuals with whom the employer has had a 1099 relationship within three (3) years of the execution date of the contract are not eligible to participate in the OJT program. Employer agrees to repay CSBD for any employee/trainee wages reimbursed for individuals hired under this agreement in violation of this section.</p>
	E	<p>Employer must execute a training plan for each trainee.</p>
	F	<p>Employer certifies that trainees are not members of their immediate family or the immediate family of Employer’s supervisory or management staff. Employer must disclose if they are related to a CSBD staff member or to a Broward Workforce Development Board, Inc. (BWDB) member or to the Mayors of Hollywood and Fort Lauderdale or to a Broward County Commissioner. Disclosures shall be made prior to training to the CSBD Vice President of Communications.</p>
G	<p>Employer agrees not to discriminate in hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.</p>	

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

7 - Training	A	Employer agrees to provide the training necessary for trainee to perform on the job.
	B	To be eligible for the full amount of the reimbursement described in the training plan for each trainee which is incorporated into this Agreement by reference as if set forth in its entirety, Contractor must provide the training and employ the participant for the total number of hours per week and the total number of hours described in the training plan including during the retention period. In the event employer reduces a trainee's hours by ten percent (10%), the Training Plan Amendment shall be considered terminated and employer shall not be entitled to reimbursement for any outstanding invoices covering time periods during which the employee/trainee's hours have been reduced. In the event work hours are reduced following retention this shall be considered in evaluating employer's OJT performance.
8 - Wages and Benefits	A	Employer must adhere to collective bargaining agreements, which apply to positions filled by employee/trainees hired under this agreement.
	B	Employer agrees to provide trainees with the same terms of employment, working conditions, wages and fringe benefits provided to other employees in the same or similar positions.
	C	Employer agrees to maintain Worker's Compensation insurance for its employee/trainees.
	D	Employer must comply with local, State and Federal wage and hour laws.
	E	Employer agrees to adhere to the CSBD grievance procedures if a complaint arises in connection with the trainee and the training.
9 - Payment	A	Employer's reimbursement percentage is based upon the number of employees, claimed by employer, on the attestation included in the Training Plan regardless of whether they are full time or part time. CSBD reserves the right to alter the amount of the reimbursement if CSBD determines that the Employer did not provide the correct employee count to CSBD staff at the time of entry into the Contract.
	B	Employer agrees to maintain written time and attendance records on CSBD timesheets to document the days and hours of training for each employee/trainee.
	C	Employer may bill CSBD for overtime hours at the straight time rate up to the approved number of training hours and agrees to pay for the overtime portion of the wage out of Employer's own funds.

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

	D	Employer will not be reimbursed for paid holidays, sick, vacation or other leave time granted to trainee.
	E	Payments to trainees during the training and retention period must be substantiated and therefore must be made by check or ACH. The cashed check or ACH will be the record of the wages paid to trainee and must be submitted with the invoice. Requests for reimbursement based upon cash payment of wages will not be honored or reimbursed by CSBD.
	F	In consideration of participating in this wage reimbursement program, Employer agrees that no property rights are created in the participant trainee wages and that CSBD's determination regarding the amount of the wage reimbursement due employer following the submission of the required documentation, shall be considered absolute and final. Further employer agrees to forgo any right to appeal the amount of the wage reimbursement to the CSBD governing boards, the state or the state or federal courts.
	G	For any week during which employer reduces a trainee's rate of pay from that stated in the training plan or reduces a trainee's work hours to less than those stated in the training plan as the number of hours constituting the regular "work week", the employer shall forfeit reimbursement for that portion of any invoice reflecting that the employee/trainees hours or wages were reduced. Where the work hours have been reduced and reflected on the timesheet by the trainee as holiday, sick, vacation or other leave time, this will not impact the employer reimbursement.
	H	If during the retention period Employer reduces a trainee's rate of pay from that stated in the training plan or reduces a trainee's work hours to less than those stated in the training plan as the number of hours constituting the regular "work week," the employer shall forfeit the entire reimbursement. Where the work hours have been reduced and reflected on the timesheet by the trainee as holiday, sick, vacation or other leave time, this will not impact the employer reimbursement.
	I	Employer must invoice by the tenth (10th) of each month for the immediately preceding month in which the participant has worked.
	J	The invoice for the final 160 hours of training will be paid upon the participant's completion of the training and retention in employment for 30 days after the training period has ended. If the participant is not retained during the final 160 hours of training and for 30 days after the training period has ended, employer agrees to forfeit the right to the reimbursement for the participant's wages paid during the final 160 hours of the training period.

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

	K	Employer agrees to use CSBD's invoice form. Payments are generally made within thirty (30) days of receiving a correct invoice and all required back-up documentation. All payments to Employer shall be made by ACH.
	L	Contractor shall submit invoices accompanied by a copy of the trainees', (1) timesheets signed and dated by the employee and employer showing actual hours worked during the training period, (2) payroll register or payroll stubs and, (3) a copy of the canceled checks (front and back) or ACH payroll record in order to be paid. If ACH is used to pay trainee(s), a copy of the bank statement documenting the ACH payment is also required. Late invoices are subject to payment at CSBD's discretion.
	M	The responsibility for invoicing CSBD and for proving that CSBD has received the invoice shall be the responsibility of the Employer. CSBD shall not be responsible for electronic invoices which fail to clear the CSBD firewall or are too large to be accepted or otherwise fail to be delivered. Any question regarding the receipt of an invoice should be directed to <a href="mailto:OJTfinance@Careersourcebroward.com">OJTfinance@Careersourcebroward.com</a> . Invoices begin to age following the 10th of the month in which the invoice is due. CSBD will not be responsible for payment of invoices more than thirty (30) days old and Employer agrees to forfeit their right to payment for such invoices. There shall be no appeal from this section.
	N	Employer agrees that they hereby release and discharge CSBD from any financial claims arising from this Agreement upon Employer's receipt of the final payment of amounts due under this Contract, which may be a training reimbursement or retention payment, as applicable, or the last payment for preceding invoices more than thirty (30) days late, less any credits, refunds, or rebates due to CSBD.
10. Record Requirements and Retention	A	Employer agrees to keep all records related to the contract and program for five (5) years or in the case of a claim, litigation, audit, or monitoring finding, until the matter is resolved, whichever is later.
	B	Employer agrees to maintain a written record of the wages and fringe benefits paid to each employee-trainee through the record retention period.
	C	Employer agrees to provide access to the records related to the program to CSBD, state, and/or federal officials through the record retention period.

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

11. Termination of the Contract	A	Either party may terminate this Agreement upon thirty (30) days written notice to the other.
	B	CSBD may terminate this Agreement if the state or federal government terminates or reduces the grants, which make this contract possible.
	C	CSBD may immediately terminate this Agreement if Employer has violated the terms and conditions of this Agreement with notice to Employer via the United States Mail, Federal Express or other recognized Carrier.
	D	CSBD may immediately terminate this Agreement or cease from approving new training plans/trainees at any time with notice to Employer via the United States Mail, Federal Express or other recognized Carrier, that Employer has (1) made a determination to close their business, (2) reduced the number of employees including CSBD trainee participants, (3) failed to provide the training as described in the training plan. In such instance CSBD will reimburse contractor for wages due pursuant to the active training plans through the date of termination, except that any retention payments associated with trainees not yet reimbursed, even though an invoice may have been received, will be forfeited and employer will not be paid, (4) reduced the hours of trainees or employees during a period of sixty (60) days following retention.
	E	CSBD may terminate the Contract if employer does not meet the retention policy as described in Attachment B to this Agreement.
12. Modification and Notice	A	This Agreement may be modified if both parties sign a written amendment.
	B	CSBD may unilaterally amend this Agreement if there are changes in federal, state or local laws, rules, regulations, or policies.
13. Compliance with the law	A	The parties agree that this Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.
	B	Venue for litigation regarding this Agreement shall be in Broward County.
	C	Employer will comply with federal and state laws governing the OJT Program.
	D	Employer will not encourage or discourage union activities.
	E	Employer agrees not to engage employee/trainees in sectarian activities or in the construction of sectarian facilities.
	F	Neither Employer nor their representative may charge trainee a fee for the placement or referral of the trainee in a position funded by this Agreement.

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

G	Employer agrees that this program will not result in the displacement of currently employed workers or impair existing contracts for services.
H	No funds provided under this Agreement will be used to train an employee/trainee to fill a job opening created by a hiring freeze, lay off or termination of a regular employee to create a vacancy for trainee.
I	If employer has relocated from a different area in the country and terminated employees in that location employer certifies that the date of execution of this Agreement is at least one hundred and twenty (120) days after beginning business operations in the new location. Violations may result in damages pursuant to 20CFR667.268.
J	Employer has not exerted any undue influence or engaged in conduct, which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Agreement.
K	If Participants are to be employed on construction or repair projects, Employer agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by Department of Labor regulations, 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States."
L	As applicable Employer agrees to comply with the Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations, 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction" which requires that wages be paid to laborers and mechanics at a rate not less than the minimum wages specified by the Secretary of Labor and that wages be paid at least once a week.
M	Contracts or Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
N	Employer agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
O	Employer certifies that they are not named on the Federal Debarment and Suspension list pursuant to Executive Orders 12549 and 1268.
P	Employer agrees to comply with the Solid Waste Disposal Act, As amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

	Q	Employer agrees to comply with the Trafficking Victims Protection Act of 2000 2 CFR 175.
	R	Employer agrees to comply with the Veterans Priority of Services Provision.
	S	Employer agrees to comply with the Equal Treatment of Faith Based Organizations.
	T	Employer agrees to comply with Environmental Tobacco Smoke (Part C P.L. 103 227.
14. TANF Only	A	Employer agrees to comply with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
15. Liability	A	Employer agrees to hold and save CSBD, its officers, contractors and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, contractor or representative of the Employer.
16. Monitoring	A	At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Employer agrees to make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Agreement, available to CSBD or their designee. Further, Employer shall allow CSBD or their designated representatives the ability to conduct on site evaluations, interviews with participant/employees and access to participants while they are on the worksite in order to monitor, conduct audits, investigations, and monitor program performance to ensure compliance with the terms of the Agreement and amendments hereto.
17. Documents Incorporated by Reference		The following documents are incorporated by reference as if fully set forth herein: The Training Plan for each participant Attachment A – State Assurances and Certifications Attachment B – Retention Policy Attachment C – Grant Application Data Sheet(s) Attachment D – Training Plan(s)

# ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_

## ATTACHMENT A

### ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement, the Grantee is providing the above assurances and certifications as detailed below:

- A. **ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955,

## ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_

as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

### **B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach an explanation to this proposal [ or plan].

### **C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned (i.e. Grantee) certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

## ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - a) The dangers of drug abuse in the workplace.
  - b) The policy of maintaining a drug-free workplace.
  - c) Any available drug counseling, rehabilitation and employee assistance programs.
  - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
  - a) Abide by the terms of the statement.
  - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
  - a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
  - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check ( ) if there are workplaces on file that are not identified here.  
Check ( ) if an additional page was required for the listing of the workplaces.

### E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;

## ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

**Attachment B**

**Retention Policy**

The following is the CareerSource Broward Retention Policy. By signing at the end of the policy Employer acknowledges that they have read and understand the Retention Policy and how it will be applied to their Contract.

<b>OJT Volume</b>	<b>Measured by a retention hard number</b>	<b>Measured by a retention percentage</b>	<b>Example</b>
Up to five (5) OJT participants enrolled who have begun training	One (1) allowable termination	N/A	Employer that has between one (1) – five (5) participants will be allowed one (1) participant separation and still be eligible for referral of trainees.
A minimum of six (6) participants and up to a maximum of seven (7) participants enrolled who have begun training	Two (2) allowable terminations	N/A	Employer that has between six (6) – seven (7) participants will be allowed two (2) participant separations and still be eligible for the referral of trainees
A minimum of eight (8) participants and up to a maximum of ten (10) participants enrolled who have begun training	N/A	Seventy-five percent (75%)	Retention shall be calculated based upon seventy-five percent (75%)
Employers with trainees in excess of ten (10) during the previous twelve (12) month period	N/A	Seventy-five percent (75%)	Retention shall be calculated based upon seventy-five percent (75%)

1. There will be a monitoring conducted when the employer requests the fifth (5th) and ninth (9<sup>th</sup>) training plans.

## ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_

2. For existing OJT employers, their first training plan request of the new program year will trigger a retention review of the employer's OJT participation in the previous program year.
3. Reduction of Hours – When monitoring is triggered according to 1 or 2 from above, the OJT employers will be monitored for reduction of hours among OJT participants and employees. An OJT employee's hours will be monitored for a period of three months after the completion of the training by interviewing the employee. If the employee indicates their hours were reduced, a phone call will be made to the employer to confirm the employee's response. If the employer states that the employee's hours have remained the same, pay stubs must be provided. Any reduction of hours of ten percent (10%) or more will result in that employees' retention being counted against the employer.
4. There will be a cap of ten (10) active OJT Training Plans that an employer may have at any given time.
5. Re-contracting or Continuing to Place Participants with Employers After the Employer has Failed to Retain Participants
  - a. Employers who have not met the above retention guidelines will be not eligible for additional placements for one (1) year unless mitigating circumstances are clearly documented. The one year suspension for employers not meeting the retention standards of the local OJT program will start on the date the employer's last OJT Training Plan was approved. Removal from one (1) year suspension must be reviewed and approved by the Executive Office.
  - b. Mitigating circumstances include:
    - i. Termination due to a documented dishonest or violent act on the part of the employee in the workplace.
    - ii. Death of the participant.
    - iii. Resignation of the participant because of relocation, promotion or movement to a better paying job or a job more convenient to the participant's individual needs.
    - iv. Such other exceptions as may be approved by the Executive Vice President, which shall be documented in writing.
  - c. Mitigating circumstances must be documented in the contract file before a referral can be made to the employer.
  - d. Once a participant has been placed with an employer into an OJT, prior to placing additional participants in excess of five approved training plans, the retention rate shall be determined using the table above. The seventy-five percent (75%) retention rate shall be determined using the following formula:

**ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_**

- i. Determine the denominator, which is the total number of participants enrolled and who have begun training
- ii. Determine the numerator by subtracting the number of separations counted against the employer from the total number of participants who have begun training
- iii. Determine the retention rate by dividing the numerator by the denominator:

$$\text{Numerator/Denominator} = \text{Retention Rate}$$

If the separation is determined a Neutral/Global Exclusion, the participant is removed from the numerator and denominator before calculating retention.

Policy is subject to change upon thirty (30) days notification to employer.

Debrae Giles-Smith  
Employer Name (Print)

[Signature]  
Employer Signature

5/11/2021

Date

ON-THE-JOB (OJT) TRAINING AGREEMENT NO. \_\_\_\_\_

**ATTACHMENT C**  
Grant Application Data Sheet(s)

**ATTACHMENT D**  
Training Plan(s)