



Date Received: _____

Customized Job Training Application
for
Flagler and Volusia County Businesses

CareerSource Flagler Volusia STAFF ONLY (check all that apply)

GREEN TRAINING: Yes No **WTP:** **WIA:** **OTHER:** _____

CareerSource Flagler Volusia is interested in assisting companies improve the skills of their employees.

The following criteria must be met and agreed upon prior to contract implementation:

1. The employee is not earning a self-sufficient wage as determined by Local Board policy.
2. The employee may receive promotion or wage increase within 30 days following training.
3. Training relates to the introduction to new technologies, introduction to new production or service procedures or upgrading to new jobs that require additional skills.
4. The employee receiving training must not supplant any currently employed individuals.
5. The company must contribute at least 50% of the training cost of the individuals.

If the company understands and agrees to the conditions of the training, the following application may be completed for eligibility.

Business Name:

Primary Anticipated Outcome of Training (check all that apply)

***at least one of the criteria must be checked for training funds**

- Job Promotion and/or Pay increase (Increases skill levels of trained workers)
 - Wage increase
 - Starting Wage: \$
 - Wage upon completion will be: \$
- Job Creation (Develops transferable skills to increase employee portability)
- Averts a layoff that may result in loss of job(s)

***at least one of the criteria must be checked for training funds** - Training is needed in order to obtain/retain employment or will bring underemployed employee (s) up appropriate competency level)

- Employee(s) will receive training which will create, update, or retain jobs in a labor demand occupation
- Employee(s) will receive training which will prevent job loss caused by obsolete skills, technological change, or national or global competition
- Training is High Skill/High Demand/ High Wage which will enhance the competitiveness of the business (Florida's Target Industry/ Infrastructure Clusters)
- Training for skills upgrade as required to operate new technology, new production or new services procedures.
- Training for skills needed to perform job duties more efficiently or to handle additional responsibilities.
- Other (describe)

SECTION 1. Training Project Information

Please describe and include justification for the proposed training project:

Is training available in community?:

If so, do you have a training provider in mind?:

Can the training be administered by instructor(s) on your staff?:

Do you need assistance in identifying training entity referrals?:

Please indicate a date when representatives of CareerSource Flagler Volusia Center can meet with employees to take an application (approximately 45 minutes to one hour):

SECTION 2. Business Information

Business Name:

Contact Person's Name & Title Phone: Ext: Fax: E-mail:

Street/Mailing Address:

City: State: ZIP:

Company Website:

Date of Business' Inception: Years in business: Number of Employees:

Legal Structure of Business: Sole Proprietor Partnership Corporation

Employer's Federal ID #: Unemployment Comp. ID #:

Florida Sales Tax Reg. #:

Company's Industry: Primary NAICS/SIC Code(s):

Description of business:

Is the company current on all State of Florida tax obligations? YES NO

Total estimate the company will spend on training in the current fiscal year (do not include prospective funding from this grant program): \$

Is your business receiving or applying for other public training funds? YES NO

If yes, write explanation:

How did you learn about the Customized Job Training Program? .

SECTION 3. Training Provider Information

Summary of Proposed Training: *(Provide brief narrative of proposed training)*

Training Start Date: **Training End Date:** **Total Training Hours:**

Please check all that apply:

- We intend to use a public training organization.
- We will use a private training organization.
- We will use a private instructor.
- We will use a trained/certified staff member to train our employees.
- Training will be delivered on-site.
- Training will be delivered at an educational institution.
- Training will be delivered at a remote location.
- Computer Based Training through the Internet

Location of training:

Training Provider:

Authorized Training Provider Representative:

Trainer's Address:

City: State: ZIP:

Phone: Fax: E-Mail:

Please use a guide. You may include other items for consideration as required. Show all formulas below used to calculate totals as indicated. BE SPECIFIC.

Training funds cannot be used to reimburse any training organization.

BUDGET CATEGORY	AMOUNT ASSISTANCE REQUESTED	EMPLOYER CONTRIBUTION	TOTAL
Instructor Wages (Break out costs for individual programs including total hours and instructor wages)	\$	\$	\$
Curriculum Development	Not Reimbursable	\$	\$
materials/Supplies Textbooks (itemize)	\$	\$	\$
Training Equipment Purchase (itemize)	Not Reimbursable		
	\$	\$	\$
	\$	\$	\$
Other Direct Costs (describe)			
	\$	\$	\$
	\$	\$	\$
Travel	Not Reimbursable	\$	\$
Training Wages	Not Reimbursable	\$	\$
Sub Total	\$	\$	\$
Indirect Costs	Not Reimbursable	\$	\$
Total	\$	\$	\$

Each recipient of federal funds under Title I of the *Workforce Investment Act* (WIA) must assure that it complies with the nondiscrimination laws under the WIA. Federal regulations under the WIA require the following nondiscrimination assurance language appear in certain documents, as explained in more detail below, as required by 29 CFR 37.20:

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

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, 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 WIA Title I-financially assisted program or activity;

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

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

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

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

The grant applicant 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 WIA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

CareerSource Flagler Volusia

ON-THE-JOB TRAINING (OJT) and CUSTOMIZED TRAINING (CT) CONTRACT ASSURANCES

DEFINITIONS

On The Job Training Definition: On-the-Job Training (OJT) means training by an employer in the public, private nonprofit or private sector given to a WIA registered customer who, after comprehensive assessment, is provided to a paid customer while engaged in productive work in a job that:

- a. Provides knowledge or skills essential to the full and adequate performance of the job;
- b. Provides reimbursement to the employer of up to 50 percent of the wage rate of the customer; for the extraordinary costs of providing the training and additional supervision related to the training; and
- c. Is limited in duration as appropriate to the occupation for which the customer is being trained, taking into account the content of the training, the prior work experience of the customer, and the service strategy of the customer, as appropriate.

Specific Vocational Preparations (SVP): (Pertains to OJT only) SVP is the amount of training time required by a typical worker to learn the techniques, acquire the information, and develop the competencies needed for the average performance in a specific job-worker situation. An SVP level is based on the job seekers applicable transferable skills and therefore the actual training period may be less than the SVP training period.

Eligible OJT Customer: A WIA client who has completed the comprehensive assessment process and received an appropriate Occupational Skills Profile that indicates the training activity will result in a successful outcome.

Employer of Record: An employer of record is the actual entity paying the wage. For example, an employment agency can be the employer of record if the WIA customer's wage is paid by the employment agency. For the purpose of federal reporting requirements, the exact name of the employer of record is required. If the employer of record is actually doing business as under another name, that name should also be identified.

On-the-Job Training Provisions:

OJT is provided under a contract with an employer in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the WIA customer in exchange for the reimbursement of up to 50 percent of the wage rate to compensate for the employer's extraordinary costs of training.

An OJT contract must be limited to the period of time described in the procedure below and based on Specific Vocational Preparation (SVP) times and the previous experience of an individual.

An OJT Training Plan must be written in the contract for skills the trainee does not already possess. Care must be given to check the trainee's work history and document the new skills to be learned are different, more difficult, and/or unique to the new job, and are therefore necessary to perform the new job tasks.

Customized Training Definition: Under WIA and its guiding regulations customized training of an eligible employed individual may be provided for an employer or group of employers when:

- a. The employee is not earning a self-sufficient wage as determined by Local Workforce Investment Board policy and;
- a. The employee has been determined to be unable to obtain or retain employment without the customized training. The upgrading of skills must be documentable and necessary so the workers remain skilled, employed, and competitive in the workplace.

Customized Training (CT) will be understood in an Agreement to mean training:

- a. That is designed to meet the special requirements of an employer (including a group of employers);
- b. That is conducted with a commitment by the employer to employ, or continue to employ the trained individual upon successful completion of the training; and
- c. For which the employer pays for not less than fifty percent (50%) of the cost of the training.

Customized Training Provisions

Customized training relates to:

- Introduction of new technologies;
- Introduction of new production or service procedures;
- Upgrade to new position that requires additional technical skills;
- Training that results in improved self-sufficiency of participants;
- Training results in transferable skills within the industry in which the worker is currently employed, and/or other growing industries within the LWIA;
- Determine whether the training is for an occupation with a high potential for sustained demand or growth in the local workforce development area, as determined by the Local Workforce Investment Board (LWIB) and allowed by WIA §134(d)(4)(G)(iii); and
- Afford each participant the opportunity to become self-sufficient.

Customized Training Protections:

1. Customized training participant **shall not** displace (including a partial displacement, such as a reduction in the non-overtime work, wages, or employment benefits) any currently employed employee (as of the participation);
2. Customized training activities **shall not** impair an existing contract for services or collective bargaining agreement, and **no such activity** that would be consistent with the terms of a collective bargaining agreement shall be undertaken **without the written concurrence of the labor organization and employer concerned**;
3. A participant **shall not** be employed in a job if:
 - Any other individual is on layoff from the same or any substantially equivalent job;
 - The employer has terminated employment of any regular employee, or otherwise, reduces the workforce of the employer with the intention of filling the vacancy so created with the participant;
 - The job is created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals (as of the date of the participation); and
4. **No funds** will be used for customized training for any business that has relocated until 120 days after the date on which such business commences relocation, if the relocation of such

business or part of a business results in the loss of employment for any employee at the original location and such original location is within the United States.

EMPLOYER RESPONSIBILITIES

1. No employer entering in an OJT/CT or contract shall have permanently laid off employees within the past 180 days.
2. No person may be hired under this contract unless certified eligible by CareerSource Flagler Volusia.
3. Employer agrees to hire or continue to employ the participant at the beginning of his/her training period as a member of the employer's regular workforce and to retain the trainee at the conclusion of his/her training period, provided that the trainee successfully completes designated training program. The trainee will receive a wage within the OJT or CT guidelines and will be given an increase in pay in cases for which such increases are awarded other employees in like positions.
4. Employer agrees to provide the trainee under the same terms of employment, working conditions, worker's compensation insurance, pay and fringe benefits accorded to other employees on employer's workforce.
5. Where an OJT or CT trainee is not covered under a state worker's compensation law, they will be provided with adequate on site medical and accident insurance. Income maintenance coverage is not required.
6. Employer shall provide the necessary instruction, supervision, other personnel, and equipment necessary to train the participant.
7. Employers will receive preprinted OJT or CT reimbursement invoice from CareerSource Flagler Volusia 's Business Services Unit. The employer must complete and return these invoices where indicated on a timely basis. Prompt payment shall be made upon submission of properly completed invoices.
8. In no event shall the total reimbursement payments for an OJT training exceed the maximum amount per occupation or the total cost of the agreement unless properly amended.
9. No payment shall be made for days occurring during a period of work stoppage.
10. OJT or CT employees shall receive paid holidays and other benefits, at the same level and same extent as other employees working a similar length of time and doing the same type of work. Periods of non-training hours (such as new employee orientation), and periods of absence during an OJT contract (such as holidays, jury duty, sick leave, business closures), and any other form of absences shall not be compensated to the contracted employer.
11. Unsatisfactory OJT trainees may be terminated. The employer must notify their designated Business Services Representative prior to the termination. Failure to adhere to this assurance may cause cancellation of the OJT Agreement.
12. The employer will be responsible for keeping proper records documenting the time and attendance for all trainees. All trainee records must be maintained for a period of three (3) years from the date of obligation for funds for the OJT or CT Agreement.

13. All trainee records must be retained beyond the three (3) year period, if any litigation or audit is begun, or if a claim is instituted involving the OJT or CT Agreement covered by these records.
14. The employer agrees to allow authorized CareerSource Flagler Volusia staff to make on-site visits with trainees. Advance notification will be given prior to such visits.
15. No currently employed worker shall be displaced by any OJT or CT participant; this includes partial displacements such as reduction of hours or non-overtime work, wages or employment benefits.
16. No participant will be employed or job opening filled through the OJT or CT program when any other individual is on lay-off status from the same or substantially equivalent job. No jobs shall be created in a promotional line that will infringe upon the promotional opportunities of currently employed individuals.
17. The OJT participants enrolled cannot represent a disproportionate share of the employer workforce.
18. The OJT or CT employer agrees to give LET, United States Department of Labor (USDOL), and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the contract.
19. An authorized representative of CareerSource Flagler Volusia shall have access to, at all reasonable times, the records maintained for the OJT or CT Agreement to review and evaluate contractual performance.
20. All employers/immediate supervisors, who will be responsible for training and supervision of trainee, must understand and adhere to conditions of the OJT or CT Agreement.
21. OJT or CT employers shall have a grievance procedure relating to the terms and conditions of employment. If no grievance procedures are in effect CareerSource Flagler Volusia's grievance procedure will prevail. The employer shall inform the OJT or CT trainee of the grievance procedures they are to follow.
22. Employer shall be in compliance with all applicable business licensing, taxation and insurance requirements.
23. If, as a result of financial and compliance audits, any amounts found not to have been expended in accordance with regulations shall be repaid by the employer.
24. To the extent permitted by law, the employer agrees to hold harmless and, if necessary, defined and indemnify the State of Florida from all claims, liabilities, suits of any nature whatsoever arising out of, because of, or due to any breach related to the implementation to this contract.
25. Employer shall be subject to debarment/suspension if found to be in violation of agreement requirements.
26. Employment of an OJT participant with the participant's previous employer in the same, a similar, or an upgraded job is not permitted.

CareerSource Flagler Volusia Responsibilities

1. Designated staff will refer eligible screened applicants to the employer, to meet employer needs.
2. Designated staff will perform monthly follow-up during the OJT or CT time period to interview employer and trainee and provide any technical assistance required by the employer.
3. Designated staff and Business Services Unit staff reserve the right to terminate the On-The-Job or Customized Training Agreement if the employer fails to provide proper training or otherwise fails to abide by the terms of the On-The-Job or Customized Training Agreements. Previous performance will be reviewed prior to any new agreements.
4. Designated staff may unilaterally amend the On-The-Job or Customized Training Agreement to conform to changes in federal, State, or local laws, rules and regulations.
5. All funding is contingent upon CareerSource Flagler Volusia receiving Workforce Investment Act or Welfare Transition Program funds from the State of Florida.
6. Payments for On-The-Job or Customized Training shall not exceed 50% of the total wages paid by the employer to each participant during the contracted period of training.
7. Designated staff will assure that the OJT training does not exceed the justified allowable time for each occupation based upon the Specific Vocational Preparation (SVP) levels and the applicant's special needs.
8. Designated staff is responsible for tracking outcomes of training provided through OJT or CT.

GENERAL ASSURANCE

1. No funds received under an On-The-Job Training or Custom Training Agreement may be used to promote or discourage union organizing.
2. No funds received under an On-The-Job Training or Custom Training Agreement shall be used to promote political activities.
3. No funds shall support any religious or anti-religious activities. Trainee will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship.
4. No trainees may be hired who are members of the employer's immediate family or who serve in an administrative capacity at CareerSource Flagler Volusia
5. Appropriate standards for health and safety in work and training sites will be maintained. Trainees will not be required or permitted to work, to be trained, or receive services under working conditions which are unsanitary, hazardous or dangerous to the trainee's health and safety.
6. The employer shall comply with all applicable laws, orders, and codes of the federal, State, and local government as they pertain to the OJT or CT Agreement.

7. Funds are not to be used to assist in relocating establishments from one area to another if such relocation will result in an increase in unemployment in the area of original location or in any other area.
8. 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.
9. No funds received will be used as contributions to retirement plans.
10. An OJT or CT contract shall not be offered to or entered into with an employer who has had two or more previous contracts and exhibited a pattern of failing to provide participants with long term employment (minimum of 6 months) as regular employees with wages and working conditions at the same level and to the same extent as similarly situated employees.

EQUAL OPPORTUNITY EMPLOYER ASSURANCE

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Updated: February 5, 2014

SECTION 5.

As an authorized representative of the company referenced herein, I hereby certify that the information listed above and attached to this application is true and accurate and I am aware that any false information or intended omissions may subject me to civil or criminal penalties for filing of false public records and/or forfeiture of any training award approved through this program.

I will also notify the Business Services Unit within 1 business day of any employee participating in the training who has left the company.

Signature _____ Title _____

Name _____ Date _____

If application downloaded from our Web site, please mail to:

**Business Services Unit
CareerSource Flagler Volusia
329 Bill France Blvd.
Daytona Beach, FL 32114**

**Please call our Business Services Unit for additional information
(386) 323-7079**

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice and telephone numbers in this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

CareerSource Flagler Volusia Use Only

Final Approval Granted By: _____ Date: _____

**CareerSource Flagler Volusia
Customized Training Certification/Invoice**

Employer:

Address:

City, St, Zip

Trainees: (Add fields as needed)

Name & SSN	Hourly Wage Pre-Trng.	Hourly Wage Post-Trng.	Job Title Pre-Training	Job Title Post-Training

<u>Training Dates:</u> From: To:
Overall number of Training Hours:

Unit cost per employee requested \$

Total amount requested \$

Certification

Amounts requested are in accordance with the term of the agreement.

(Employer’s Signature) (Title) (Date)

(Human Resource Contact) (Phone Number)

Submit to: CareerSource Flagler Volusia

For more information please contact the Business Services Manager at (386) 323-7094

For CareerSource Flagler Volusia Office Use Only – Payment Approval		
_____	_____	_____
(Business Service’s Manager Signature)	(Date)	(Finance Department)
Funding Source(s):	WTP \$ _____	WIA \$ _____ OTHER \$ _____