



**TRANSITIONAL JOBS WORKSITE TRAINING CONTRACT
BETWEEN
CAREERSOURCE HEARTLAND
AND
TRANSITIONAL JOBS TRAINING EMPLOYER**

This Contract is entered into between CareerSource Heartland and _____, hereinafter referred to as "Worksite Employer."

Worksite Employer: _____ Phone: _____

Mailing Address: _____ City/State/Zip: _____

Contact Name/Title: _____ Contact Phone: _____

Contact Email: _____

This program is offered by funding provided through CareerSource Heartland under the Workforce Innovation and Opportunity Act (WIOA), Adult_____/Dislocated Worker_____ WIOA CFDA Number _____.

The Transitional Jobs program participant is not an employee of the Worksite Employer or CareerSource Heartland, although the Worksite Employer shall have all supervisory responsibility of the Transitional Jobs program participant. The Transitional Jobs program participant shall be considered an employee of a third-party employer of record (staffing agency), designated by CareerSource Heartland.

Administrative support will be conducted by the designated staffing agency, to administer the Transitional Jobs program participant with all payroll and benefits related payments.

The Worksite Employer shall inform CareerSource Heartland immediately should an accident or injury occur at the job site affecting or involving a Transitional Jobs program participant. **For purposes of workers' compensation coverage**, a Transitional Jobs program participant will be considered an employee of the State of Florida. The **State of Florida's Worker's Compensation** shall cover Transitional Jobs program participants.

This Contract must be completed and signed by CareerSource Heartland, the Worksite Employer, and the Staffing Agency, prior to a Transitional Jobs **program participant's placement with the Worksite Employer**.

I. WORKSITE EMPLOYER AGREES

A. To provide Transitional Job training to _____, for the purpose of instructing the program participant in the skills necessary for entry-level work in the designated job title of _____.

B. This Contract will begin on _____ or the date on which all parties have signed this Contract, whichever is later, and shall end no later than _____.

i. This Contract shall not exceed a twelve (12) week duration or 480 hours total.

ii. The Worksite Employer agrees that the rate of pay for this position shall be \$_____ per hour x 480 hours for total gross wages not to exceed \$_____.

Payment shall be made to the participant by CareerSource Heartland through the designated Staffing Agency.

C. No participant may participate in a Transitional Jobs training, funded by CareerSource Heartland, unless CareerSource Heartland officially refers the participant to the Worksite Employer in accordance with this contract.

D. To provide the necessary orientation and precautionary safety instructions to Transitional Jobs program participants in the performance of duties as stated in the job order.

- E. To provide continuous Worksite Employer supervision to the Transitional Jobs program participant without compensation from this program.
- F. Worksite Employer certifies that no **program participant's immediate family** member will directly supervise any Transitional Jobs program participant referred by CareerSource Heartland. Family means two or more persons related by blood, marriage, or decree of court.
- G. Transitional Jobs program participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees.
- H. Funds will not be used to directly or indirectly aid in the filling of a job opening which is vacant because the former employee is on strike or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.
- I. Assure that Transitional Jobs funds will not be used to displace (including a partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits) a current employee, as of the date of participation of the program participant.
- J. Assure that Transitional Job funds will not be used to employ a participant in a job if any other individual is on layoff from the same or any substantially equivalent job, or that the employer has terminated the employment of any regular employee or otherwise reduced the workforce of the employer with the intention of filling the vacancy created with the program participant.
- K. Funds will not be used to create a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals, as of the date of participation of the program participant.
- L. Transitional Jobs program participants will be paid the higher of the federal, state, or local minimum wage, or the prevailing rates of pay for other individuals in similar occupations by the same Worksite Employer.
- M. Assure that Transitional Jobs funds will not be used to impair an existing contract for services or collective bargaining agreement. In accordance with 20 CFR 683.270(b), for any activity that would be inconsistent with the terms of a collective bargaining agreement, the Worksite Employer must obtain written concurrence from the appropriate collective bargaining agent, if a collective bargaining agreement is in force in the Worksite **Employer's organization**, covering the occupations in which the Transitional Jobs program participant(s) is going to be trained.
- N. Assure that Transitional Job funds will not be used to directly or indirectly assist, promote, or deter union organizing.
- O. Assure that Transitional Job funds will not be used for encouraging or inducing relocation.
- P. All WIOA funded programs and activities come under the purview of the WIOA Regulations, which prohibit lobbying activities of any kind.
- Q. The business has not been debarred or suspended in regard to federal funding.
- R. Transitional Jobs program participants cannot be trained to carry out the construction, operation, or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. Participants will not be involved in sectarian or political activities while in this program.
- S. To abide by health and safety standards, including Child Labor Laws, established under state and federal law. Regulations otherwise applicable to working conditions of the **Worksite Employers'** employees shall be applicable to the working conditions of the Transitional Jobs participants served under this Contract.
- T. To maintain adequate accountability for the Transitional Jobs program **participant's time and attendance and** approve and submit signed time sheets to the designated staffing agency in accordance with pre-determined payroll periods, with documentation to support the Transitional Jobs program participants time and attendance and other fringe benefits required for administrative purposes.

- U. To submit Transitional Jobs Training Progress Reports to CareerSource Heartland monthly.
- V. It is recommended that the business carry liability insurance coverage.
- W. To hold harmless to the extent permitted by state law, and, if necessary, defend and indemnify CareerSource Heartland from all claims, liabilities, and litigation of any nature whatsoever arising out of, because of, or due to, any breach related to the implementation of this Contract.
- X. To affirm that the policies of the Worksite Employer are free of discrimination because of race, color, religion, sex, national origin, age, political affiliation, and disability; including compliance with non-discrimination and equal opportunity provisions of WIOA.
- Y. To ensure other public funds are not received for the same services provided by the Transitional Jobs program participant.
- Z. Submit to CareerSource Heartland, a job order for eligible job seekers to participate in a Transitional Jobs training program.
- AA. Maintain the confidentiality of all information provided by or about any Transitional Jobs program participant, except as otherwise approved and authorized in writing by the Transitional Jobs program participant, or as otherwise authorized by law.
- BB. To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices that sufficiently and properly reflect all revenues and expenditures for funds provided by CareerSource Heartland under this Contract, for a period of five years after conclusion of this Contract. The aforesaid records, books, documents, and other evidence shall be subject at all times for inspection, review, audit by representatives of CareerSource Heartland, Office of the Auditor General, Office of Comptroller, or other state and federal personnel authorized by CareerSource Heartland.
- CC. To report participant employment information upon hire; and, to report job retention information for up to one year following **the participant's case closure**.

II. CAREERSOURCE HEARTLAND AGREES

- A. To recruit, select, and refer eligible job seeker(s) to Worksite Employers for participation in the Transitional Jobs program.
- B. To provide technical assistance to each Worksite Employer for operation of the program in accordance with federal, state, and local laws, rules, regulations, and orders, as required.
- C. To provide payment for drug testing and/or background checks, if required as a condition of training, through the designated staffing agency.
- D. To provide on-going support of Transitional Jobs program participant and Worksite Employer during Contract period.
- E. To be responsible for the payment of wages and benefits to the Transitional Jobs program participants through the specifically identified staffing agency.
- F. To be responsible for the payment of support services to the Transitional Jobs program participants, if applicable.

III. SERVICES TO BE PROVIDED

- A. The Worksite Employer, in collaboration with CareerSource Heartland, will develop a Training Plan and provide Worksite Training to Transitional Jobs program participants to enable them to obtain the knowledge and skills essential to an adequate level of performance of the job in accordance with the Training Plan.
- B. The Worksite Employer will notify CareerSource Heartland of the status of Transitional Jobs program participants when one or more of the following situations occur:

1. The Transitional Jobs program participant has failed to attend the initial interview, refused a suitable worksite-training offer, or voluntarily quit training.
 2. The Transitional Jobs program participant was not accepted for participation in the Worksite Training program.
 3. The Transitional Jobs program participant has experienced continued absenteeism, illness, or other problems that may result in termination from the training program.
 4. The Transitional Jobs program participant terminated training and either: (a) secured unsubsidized employment or (b) is no longer a willing participant of the training program.
 5. **The Worksite Employer's intent to terminate a** Transitional Jobs program participant, prior to the end date as specified in this Contract.
- C. The Worksite Employer must provide the necessary instructions, supervision, and equipment necessary to train the trainee unless circumstances validate an addendum approved by CareerSource Heartland.
- D. CareerSource Heartland must approve the Training Plan in advance for each Transitional Jobs program participant assigned to the worksite.
- E. Monitoring of the activities under this Contract **at the Worksite Employer's worksite(s) at reasonable hours and as frequently** as the authorized representatives of CareerSource Heartland may deem necessary to assure that all provisions of this Contract are being carried out. Require corrective action within specified time periods or remove Transitional Jobs program participants from the worksite(s) without prior notice other than a written notification to be delivered to the Worksite Employer at the time of the removal.

IV. TERMINATION OF CONTRACT

As a federal and state funded entity, CareerSource Heartland enters this Contract pending availability of funds. Should these funds no longer be available, both parties agree that CareerSource Heartland shall be released from the terms and conditions of this Contract.

Either party may terminate this Contract, with or without cause, at any time by giving twenty-four (24) hours written notice to the other party. In the event this Contract is terminated, CareerSource Heartland will pay only for those services provided, as stipulated in the foregoing terms of this Contract, up to the date of termination.

The Worksite Employer and the Transitional Jobs program participant shall have rights of appeal to any adverse action or decision in connection with programs operated under the WIOA.

Disputes relating to this Contract shall be brought to the attention of the CSH President/CEO who will forward to the CareerSource Heartland Joint Administrative Review Committee as deemed necessary.

The Training Plan shall become part of this Contract.

Execution:
WORKSITE EMPLOYER

CAREERSOURCE HEARTLAND

Signature

Signature

Title

Title

Date
STAFFING AGENCY

Date

Signature

Title

Date