



**ON THE JOB TRAINING PROGRAM
MEMORANDUM OF UNDERSTANDING**

between

employU, Inc.

and

This Memorandum of Understanding (MOU) sets forth the terms and understanding between **employU, Inc.** (hereinafter referred to as “**employU**”) and _____ (hereinafter referred to as “Host Worksite”).

I. BACKGROUND

employU is a nonprofit organization that strives to help individuals with disabilities obtain employment by empowering each participant with knowledge, connections and the confidence required to embark on a new sustainable career. 3 of the programs that we offer our clients: Adult Employment Program, Youth Transition Program, and Vocational Evaluation help our clients develop career and life skills that will help them obtain and maintain employment. Our vision for these programs is to have partnerships with various nonprofits and businesses that can provide job or volunteer opportunities for our clients where we can assess their strengths and weaknesses to sustain long-term careers.

II. PURPOSE & SCOPE

This MOU will serve as an understanding of the policies and procedures that are to be followed regarding the placement of individuals with disabilities at the Host Worksite workplace with the intent of providing such individuals on-the-job training, practical experiences and/or to prepare them for employment.

III. PROCEDURES

From time to time, **employU** may identify individuals with disabilities (“Customers”) who it believes would benefit from working at the Host Worksite.

If Host Worksite wishes to provide an On-the-Job Training Placement for a Customer, **employU** will complete an On the Job Training Agreement or WBLE Agreement (Attachment A1 and A2) collaboratively with the Host Worksite. The following will be determined:

- A brief description of the duties that the Customer will be expected to perform;
- The name and title of the person who will be primarily supervising the Customer;
- The hours per day of employment;
- The location where the Customer will be primarily working; and
- A brief description of the work environment.

If approved, Part I of the On the Job Training or WBLE Agreement will be completed and signed by an authorized agent.

The parties understand that the purpose of this Agreement is to create a mutually beneficial program whereby members of society with disabilities are able to provide services to the Host Worksite and in turn receive the benefit of employment experience. The parties understand Customers are at-will and may be terminated by **employU** in its sole discretion at any time. This Agreement does not provide any right to the Host Worksite for the provision of Customers.

IV. EMPLOYU RESPONSIBILITIES UNDER THIS MOU

Participants will be employees of **employU**. **employU** will be responsible for payment of wages for the participant.

To ensure a successful outcome for both the Host Worksite and the participant, **employU** may in its sole discretion provide Job Coaches and Evaluators to assist in the career development of participant for the duration of the program. The specific job responsibilities for the Job Coaches and Evaluators will be outlined in the Customer’s On the Job Training/ WBLE Agreement.

V. HOST WORKSITE RESPONSIBILITIES UNDER THIS MOU

Hosting an employee with a disability can be a rewarding experience for both the Host Worksite and the participant. However, maintaining a safe and legal workplace is of the utmost importance. Failure to do so can result in removal of the Customer from the worksite without advance notice.

A. Meaningful Work Opportunity

Host Worksite agrees to provide the Customer with a meaningful work opportunity. Host Worksite also agrees to work cooperatively with any of employU's Job Coaches and/or Evaluators who are assigned to work with a particular Customer. To meet these goals, Host Worksite agrees to:

- Provide instruction to the Customer regarding safe and correct work procedures.
- Oversee the Customer's work.
- Ensure the Customer is receiving appropriate instruction in the anticipated areas of skills development outlined in the On-The Job Training Plan.
- Report to employU's Job Coaches and/or Evaluators any issues observed to allow for correction through coaching support.

B. Anti-Discrimination Policies

Host Worksite shall have policies and procedures in place that ensure compliance with anti-discrimination laws including prohibiting unlawful discrimination against employees or applicants on the basis of an individual's race, color, religion, creed, sex, sexual orientation, familial status, national origin, age, disability, marital status, veteran status or any other status protected by applicable law.

Host Worksite must have policies and procedures that address the requirements of the Americans with Disabilities Act including a point of contact to request reasonable accommodations for a disability.

C. Payroll Records

employU will manage the method to record the Customer's time he or she has worked.

Host Worksite may reimburse Customer for reasonable expenses incurred during the course of employment according to established organizational procedures but may not provide payment of any kind to Customer including stipends, items of more than nominal value or any other form of payment without the express written permission of **employU**.

D. Safety

Host Worksite is solely responsible for providing Customer with a safe work environment that is in compliance with all applicable local, state and federal laws and regulations.

E. No Illegal use

Host Worksite will not allow a Customer to be used for any illegal purpose or undertake any activities that would jeopardize **employU**'s status as a tax-exempt organization including but not



limited to engaging in conflict of interest transactions, engaging in prohibited political activity or any other activities prohibited for 501(c)(3) tax exempt organizations.

F. INSURANCE

Vocational Rehabilitation shall secure workers' compensation coverage in such amounts as \$200,000 each person and \$300,000 each occurrence covering all Customers. Amerisys is the organization to contact to notify of any on-the-job injury and to complete all requested injury or incident report forms and forward the same to **Amerisys** within 48 hours of the incident. Their contact phone number is 800-455-2079 Location Code 1036. **Vocational Rehabilitation** shall assume responsibility for workers' compensation claims management, claims filing and related procedures for all Worksite Employees.

Each party shall carry commercially reasonable liability insurance that covers property, casualty and business liabilities. **employU** will provide Host Worksite with a Certificate of Insurance listing Host Business as Certificate Holder on its 1,000,000/3,000,000 Commercial General Liability Insurance Policy.

VI. INDEMNIFICATION

employU agrees to indemnify, defend and hold Host Worksite, its stockholders, officers, directors, employees, and agents from and against any and all debts, claims, causes of action, liabilities, expenses (including court costs and attorneys' fees) and suits, of whatsoever kind or nature, whether in law or in equity, which may be asserted against or incurred by them, or any of them, and which result in whole or in any material part from the actions of **employU** or one of their customers.

Host Worksite agrees to indemnify, defend and hold **employU**, its stockholders, officers, directors, employees, and agents from and against any and all debts, claims, causes of action, liabilities, expenses (including court costs and attorneys' fees) and suits, of whatsoever kind or nature, whether in law or in equity, which may be asserted against or incurred by them, or any of them, and which result in whole or in any material part from Host Worksite's breach of its duties and obligations set forth herein.

In any case in which this Agreement provides for indemnification, that indemnification shall be conditioned upon written notice being provided within thirty (30) days of notice of such claim. The indemnified party shall have the right to defend the claim at its own initial expense with counsel of its choice.

All indemnifications shall survive the termination of this Agreement.



VII. TERMINATION OF AGREEMENT

This term of this Agreement shall be 5 years from the date of execution and may be extended for an additional 5 years provided such extension is memorialized in writing by the authorized officials from **employU, Inc.** and Host Worksite.

Either party may terminate the Agreement upon 7 days written notice. The Agreement may be terminated without notice if **employU** believes in its sole discretion that the placement of the Customer is no longer beneficial for whatever reason to the Customer.

VIII. CONFIDENTIALITY

Both parties acknowledge that each will have access and be privy to confidential information, including but not limited to personnel information, medical information about the Customers, policies and procedures and material pertaining to the business of the other, and other information where it is imperative that said information remain confidential. As such, both parties specifically agree to keep confidential any and all such information that they may become aware of and further agree to not communicate or disseminate any such information without the express consent of the other, or as may be required by law. In addition, both parties agree to return any materials provided to the other within thirty (30) days after termination of this Agreement.

IX. NO THIRD PARTY RIGHTS

No rights to any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspects of this Agreement notwithstanding any representations, written or oral, to the contrary.

X. GOVERNING LAW

This Agreement shall be governed by, construed and enforced under the laws of Florida, excluding statutes related to conflict of laws between different jurisdictions. Venue of any actions between the parties shall be in Orange County, Florida.



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www.employU.org

SIGNATURES AND DATES

employU, Inc.

Host site: _____

Keith Bourkney, Executive Director

Signature

Print Name

Position Title

_____ Date

_____ Date

employU, Inc.
853 SR 436 Suite 2045
Casselberry, FL 32707
P: 407-598-0202
F: 407-386-3303
E: _____

P: _____
F: _____
E: _____



| Location 1 |
|-----------------|
| Address: |
| Phone: |
| Contact Person: |
| Location 2 |
| Address: |
| Phone: |
| Contact Name: |
| Location 3 |
| Address: |
| Phone: |
| Contact Name: |
| Location 4 |
| Address: |
| Phone: |
| Contact Name: |
| Location 5 |
| Address: |
| Phone: |
| Contact Name: |
| Location 6 |
| Address: |
| Phone: |
| Contact Name: |
| Location 7 |
| Address: |
| Phone: |
| Contact Name: |
| Location 8 |
| Address: |
| Phone: |
| Contact Name: |

Robert Coffey

Job Coach of Vocational Services

Direct Contact

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Locations



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