

# **MOUNTAIN LOCAL AREA**

## **WIOA**

### **ON-THE-JOB TRAINING**

#### **ATTACHMENTS**

## **ATTACHMENT A: WIOA OJT CONTRACT TERMS**

### **1. REPORTING**

The Subcontractor will submit an OJT Wage Expenditure Report and Reimbursement Request to the Contractor no later than 15 days following the end of the report period. All invoices must be submitted within 30 days after the end of the Contract. Failure to submit invoices in accordance with this schedule will result in substantial delays in payment by the Contractor. The Subcontractor's failure to submit the final invoice and close the Contract within 60 days of the end of the Contract may result in denial of payment by the Contractor.

### **2. PAYMENTS**

- a. Payment shall be based on the hours worked for which wages were paid under each training slot including overtime, times the negotiated fixed dollar per hour rate of reimbursement. Payment shall be issued upon timely receipt of the OJT Wage Expenditure Report and Reimbursement Documentation appropriately verified by the Subcontractor's signatory official. Payment shall include reimbursement of costs associated with Contracted classroom training in the amount of 50% of wages paid to the Trainee during his/her attendance at required classroom training courses. Overtime shall be devoted to work consistent with the training outline.
- b. No reimbursement shall be made for training costs incurred during a period of work stoppage at the plants or worksites of an Employer, when such plants or worksites constitute training locations under this Contract.
- c. Subcontractors shall maintain records (business receipts, payroll, and other records) sufficient to support all payments, including an I-9, W-4 and NC-4 for the OJT Participant.
- d. Each Trainee's wages must be paid in full for the period for which reimbursement is being requested prior to the transmittal of an OJT Wage Expenditure Report and Reimbursement Documentation to the Contractor for payment. Reimbursement documentation includes proof of payment of wages and time sheets showing daily and weekly hours worked with the Trainee's and authorized company representative's signatures.

### **3. REVIEW AND EVALUATION**

- a. The Subcontractor shall maintain records, including daily accounting of training/work time completed, and other evidence sufficient to reflect all costs claimed to have been incurred in the performance of this Contract.
- b. The Subcontractor's facilities and his records, or such part thereof as may be engaged in the performance of this Contract, shall be subject to all reasonable times to inspection, audit, review and evaluation by the U.S. Department of Labor, N.C. Division of Workforce Solutions, the Contractor, and/or their representative(s).
- c. The Contractor (OJT Employer) shall maintain records (business receipts, payroll records), sufficient to reflect all costs incurred in the performance of this Contract until the appropriate Workforce Development Board audit has been fulfilled, or until the expiration of three (3) years from the date of final payment under this Contract.

### **4. MODIFICATION/TERMINATION**

The Contract may be terminated or modified by the Contractor whenever, by mutual consent, it shall be determined that such termination or modification is in the best interest of the program Participant(s) and the Contractor. Termination or modification shall be effective upon the date specified on the modification/termination agreement. The Contractor may unilaterally terminate the agreement upon written notification to the Subcontractor when, in the judgment of the Contractor, there is reasonable suspicion regarding violations of WIOA regulations, State or Local Area Policies or the terms of this Contract. The Trainee

may resign from the OJT position in writing to the Employer but must be paid for all hours worked prior to resignation.

**5. EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

The Subcontractor may not discriminate against any employee or applicant for employment because of race, color, sex religion, age, political affiliation, beliefs, citizenship or national origin, or disability. The Contractor is subject to the Civil Rights Act of 1964 and the ensuing Regulations found at 29 CFR Part 38 and 20 CFR 683.285 and agrees to post in conspicuous places, notices setting forth compliance with provisions of this Act.

**6. COVENANT AGAINST CONTINGENCY FEES**

The Subcontractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee.

**7. DISPLACEMENT OF EMPLOYED WORKERS**

Subcontractor sponsored training in existence prior to this project shall be continued and not be reduced in any way as a result of this Contract (except for reduction unrelated to the provisions or purposes of this Contract). The Subcontractor agrees that implementation of this Contract will not result in the displacement of employed workers, including partial displacement such as reduction of non-overtime hours of work, loss of fringe benefits, or infringe upon the promotional opportunities of currently employed workers. The Contract shall not impair existing Contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed.

**8. RELOCATION**

The Subcontractor stipulates that the establishment in which the On-the-Job Training will be provided is: (1) not a new or expanded location that resulted in the displacement of employees in another or previous location; or (2) a new or expanded facility that has been in commercial operation at the current location for more than 120 days.

The Subcontractor further stipulates that no WIOA Participant shall be employed in a job opening: (1) when another individual is on layoff from the same or substantially equivalent job, or (2) when the Employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling vacancies by hiring Participants whose wages are subsidized under the Act 20 CFR 683.260

**9. EMPLOYEE BENEFITS AND WAGES**

Each Participant hired under this Contract shall be assured of fringe benefits of the same type and to the same extent as other employees in the same employment situation, and of working conditions and promotional opportunities neither more nor less favorable than those other employees enjoy. Participants must, however, be provided Worker's Compensation. In no event will wages paid to Participants be less than the highest of the following: (1) the Federal minimum wage, (2) the State or local minimum wage, (3) prevailing wage rates for persons similarly employed, (4) minimum entrance wage rate for inexperienced workers in the same occupation, (5) the wage rate required by applicable collective bargaining agreements, or (6) prevailing wage rate established by the Davis-Bacon Act.

During the On-the-Job Training all Trainees are considered "non-exempt" for Wage and Hour purposes. All OJT Trainees who work in excess of 40 hours per week must be paid overtime at 1.5 times their hourly wage or as the Fair Labor Standards Act requires.

**10. LAWS APPLICABLE**

The Subcontractor will perform under this Contract in accordance with the Workforce Innovation and Opportunities Act and the regulations, procedures and standards promulgated thereunder. The Subcontractor will comply with all applicable Federal, State and local laws, rules and regulations which relate to the employment of persons who perform work or are trained under this Contract.

No Trainee under 18 years of age will be employed in any occupation which the Secretary of Labor has found to be particularly hazardous for persons between 16 and 18 years of age (a list of such occupations is published at 29 CFR 570.33 Eligible Trainees under 18 years of age will be employed only in accordance with the limitations imposed by 29 CFR 686.920 and applicable State laws.

**11. TRAINEE RIGHTS, HEARING, AND REVIEW**

- a. Trainees will not be terminated without prior notice and reasonable opportunity to correct or improve their job performance and without notification to the business service representative that there are performance issues. The Subcontractor must have an established informal grievance/compliant resolution process by which Participant grievances can be heard and resolved.
- b. If the informal resolution process does not settle the dispute the Subcontractor agrees to advise Participants enrolled under the Contract of their rights and responsibilities. Upon written request by the Trainee, the Subcontractor will provide the Trainee and the Contractor with an opportunity to be heard in connection with any adverse action taken against the Trainee. Final determination made after the hearing shall be provided to the Trainee and the Subcontractor in writing. These provisions in no way preclude the use of grievance procedures already in place at the Subcontractor's establishment.

**12. SECTARIAN OR RELIGIOUS**

No Participant enrolled under the Contract shall be employed on the construction, operation, or maintenance of any facility that is used, or is to be used, for sectarian instruction or as a place for religious worship.

**13. DISCLOSURE OF CONFIDENTIAL INFORMATION**

Confidential information about any Trainee shall be divulged by the Subcontractor only as necessary for purposes related to the evaluation of the Subcontractor's performance.

**14. NEPOTISM**

No person shall be hired under this Contract if a member of his immediate family is employed in an administrative capacity by the Subcontractor.

- a. For the purpose of this clause, the term "administrative capacity" includes those who have selection, hiring, placement or supervisory responsibility for OJT Participants.
- b. For the purpose of this clause, the term "immediate family" includes: Wife/Husband, Son/Daughter, Mother/Father, Brother/Sister, Brother/Sister-In-Law, Son/Daughter-In-Law, Mother/Father-In-Law, Aunt/Uncle, Niece/Nephew, Stepparent and Stepchild.

**15. REPAYMENT OF FUNDS**

The Subcontractor agrees to refund to the Contractor any and all funds under this Contract which are ultimately determined by audit to have been spent for activities not in compliance with the provisions of this Contract.

**16. AVAILABILITY OF FUNDS**

Payment for Contract activity extending into the next fiscal year is conditioned on the availability of WIOA funds to the Subcontractor in the ensuing fiscal year. No obligation is incurred by the Contractor if such funds are cut off or otherwise not available.

**17. POLITICAL ACTIVITIES**

Participants employed under the provisions of this Contract may not be assigned duties which involve partisan or non-partisan political activities. Similarly, Participants may not, at any time, represent themselves as spokesperson for the WIOA program at partisan or non-partisan political functions.

**18. LOBBYING CERTIFICATION & DISCLOSURE**

The Subcontractor agrees to comply with all federal rules and regulations at 45 CFR Appendix A, Part 93 WIOA which prohibits the use of WIOA funds to lobby the Executive or Legislative Branches of the Federal Government in connection with a specific pending legislation, Contract, grant or loan. If lobbying has occurred utilizing other than Federal appropriated funds the Subcontractor agrees to file a disclosure report, if applicable.

**19. DEBARMENT AND SUSPENSION**

The Subcontractor certifies that it is in compliance with federal rules and regulations, Debarment and Suspension, 29 CFR Part 98, Section 98.510 and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**20. SANCTIONS AND CORRECTIVE ACTION**

If the Subcontractor fails to comply with any provisions or terms of the Contract as stated herein the Contractor retains the right to terminate or suspend the Contract or take any necessary corrective actions.

**21. CONFLICT OF INTEREST**

If the Subcontractor is a member of the Workforce Development Board or any employee of the Subcontractor is a member of the Workforce Development Board that Workforce Development Board member must adhere to the "conflict of interest" provision as stated in the Workforce Investment Act. This prohibits the participation in any decision relating to this Contract which affects the member's personal interest or the interest of any corporation, partnership or association in which the WDB member is directly or indirectly interested.

**22. PROHIBITION AGAINST USING WIOA FUNDS TO PROMOTE OR DETER UNIONS**

The Subcontractor attests that no WIOA/OJT funds or Participant shall be used to promote, assist or deter union organizing.

**23. PROHIBITION AGAINST USING WIOA FUNDS FOR RELOCATING BUSINESS**

The Subcontractor and Contractor both attest that no WIOA/OJT funds or Participants shall be used as part of any effort to encourage the relocation of any industry or business from one location to another.

**24. ASSURANCE OF EQUIVALENT WORKING CONDITIONS**

The Subcontractor assures that OJT Participants will be accorded working conditions with the same health and safety standards accorded other employees and that these standards will be in compliance with applicable federal and state standards.

**ATTACHMENT B**

**Mountain Area Workforce Development Consortium**  
**[Insert OJT Provider Name Here]**  
**On-the-Job Training (OJT) Contract: Pre-Award Analysis**

**Section 1: Employer Information**

<i>Complete the following Employer Information</i>		
COMPANY NAME:		FEIN #:
CONTACT PERSON:		TITLE:
COMPANY ADDRESS:		
PHONE:	FAX:	EMAIL:
TYPE OF ORGANIZATION: PRIVATE FOR PROFIT <input checked="" type="checkbox"/> PRIVATE NON-PROFIT <input type="checkbox"/> PUBLIC <input type="checkbox"/>		
COMPANY NAICS CODE:	# OF CURRENT EMPLOYEES IN THIS LOCATION:	YEARS IN EXISTENCE:

**Section 2: Criteria for OJT Employers**

YES	NO	Employer Requirements
<input type="checkbox"/>	<input type="checkbox"/>	1) Does the Employer agree to ensure that the OJT will <b>not</b> result in the replacement of laid-off workers?
<input type="checkbox"/>	<input type="checkbox"/>	2) Does the Employer ensure that the company has not exhibited a pattern of failing to provide OJT Trainees with continued long-term employment?
<input type="checkbox"/>	<input type="checkbox"/>	3) Does the Employer commit to providing long-term employment for successful OJT Trainees, barring unforeseen economic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	4) Does the Employer agree to ensure that the OJT will <b>not</b> result in the full or partial displacement of currently employed workers nor will it infringe on promotional opportunities of current workers?
<input type="checkbox"/>	<input type="checkbox"/>	5) Does the Employer agree to ensure that Trainees will be provided the same benefits and working conditions at the same level and to the same extent as other Trainees or employees working a similar length of time and doing the same type of work?
<input type="checkbox"/>	<input type="checkbox"/>	6) Does the Employer agree to ensure that Trainee wages to be paid are at least equal to both: a) the Federal, state or local minimum wage (Fair Labor Standards Act), and b) other employees in the same occupation with similar experience?
<input type="checkbox"/>	<input type="checkbox"/>	7) Does the Employer agree to ensure that Trainees are provided with the same workers' compensation coverage as regular, non-OJT employees? a) Worker's Compensation Company: b) Account #: c) Effective Dates:            to
<input type="checkbox"/>	<input type="checkbox"/>	8) Does the Employer agree to ensure that the OJT will <b>not</b> result in the impairment of existing Contracts for services or collective bargaining agreements?
<input type="checkbox"/>	<input type="checkbox"/>	9) Does the Employer agree to ensure that OJT funds will <b>not</b> be used to directly or indirectly assist, promote, or deter union organizing?

<input type="checkbox"/>	<input type="checkbox"/>	10) Does the Employer agree to ensure that WIOA funds will <b>not</b> be used to relocate operations in whole or in part?
<input type="checkbox"/>	<input type="checkbox"/>	11) Does the Employer confirm that the company has operated at current location for at least 120 days (unless the new location did not result in the layoff of employees at another location)?
<input type="checkbox"/>	<input type="checkbox"/>	12) Does the Employer agree to provide safe working conditions for OJT Trainees?

### Section 3: Authorized Signatures

<i>I hereby certify that the above information is, to the best of my knowledge, true and correct.</i>		
EMPLOYER SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

### Section 4: Outcome of Pre-Award Interview

- Does the Employer meet all requirements (i.e. answer “yes” to all twelve questions above) of the OJT pre-award analysis? YES  NO
- Will an OJT Contract (Employer Agreement) be developed? YES  NO   
If not, please explain.

**ATTACHMENT C**

**Mountain Area Workforce Development Consortium**  
**[Insert OJT Provider Name Here]**  
**On-the-Job Training (OJT) Contract: Employer Agreement**

**Section 1: Contact Information**

Complete the following Employer Information		
WIOA OJT AGENCY:	WIOA OJT AGENCY REPRESENTATIVE:	PHONE NUMBER/ EMAIL ADDRESS:
COMPANY NAME:		<input type="checkbox"/> STATE ACTIVITIES FUNDS <input type="checkbox"/> FORMULA FUNDS <input type="checkbox"/> OTHER (SPECIFY)
ADDRESS:		PHONE NUMBER:
EMPLOYER REPRESENTATIVE:	TITLE:	EMAIL ADDRESS:
CONTRACT START DATE:	CONTRACT END DATE:	

**Section 2: Contract Agreement**

This Contract is entered into between \_\_\_\_\_, hereinafter called the Workforce Innovation and Opportunity Act (WIOA) OJT Agency, and \_\_\_\_\_, hereinafter called the Employer.

The parties hereto agree that the Employer will employ worker(s) and provide On-the-Job Training services to individuals referred by the WIOA OJT Agency and deemed acceptable by the Employer in accordance with the associated pre-award analysis and training plan(s) attached and made a part thereof. Reimbursement will be paid pursuant to the terms and conditions set forth under the General Assurances on the reverse side of this signatory sheet. In no case shall total reimbursement exceed \_\_\_\_\_percent of the gross wages paid to the Trainee(s) during the training period. In addition, the Employer agrees that it will perform under this Contract in accordance with the Workforce Innovation and Opportunity Act and the regulations, procedures and standards promulgated there under. The Employer shall comply with all applicable Federal, State and local laws, rules and regulations which relate to the employment of persons who perform work and are trained under this Contract.

Individuals employed under this Contract must be certified as being eligible by the WIOA OJT Agency. The Employer agrees to submit an invoice for reimbursement to the WIOA OJT Agency, Mountain Area Workforce Development Board. In addition, the Employer agrees to complete and submit the attached evaluation for each Trainee at the midpoint and end of the training period.

**Section 3: Authorized Signatures**

Amount of the On-the-Job Training Contract: \$ \_\_\_\_\_

“This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.”

\_\_\_\_\_  
 Signature of Land of Sky Finance Officer

<i>I agree to all terms, conditions, and general assurances set forth in this Contract. I hereby certify that the information is, to the best of my knowledge, true and correct.</i>		
EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

**Mountain Area Workforce Development Consortium**  
**[Insert OJT Provider Name Here]**  
**On-the-Job Training (OJT) Contract: Employer Agreement Modification**

“This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.”

\_\_\_\_\_  
 Signature of Land of Sky Finance Officer

**Section 4: Contract Agreement Modification, if applicable**

Contract Agreement terms modified: \_\_\_\_\_

Reason for modification or cancellation: \_\_\_\_\_

<i>I hereby certify that I agree to the Contract agreement modification(s) as stated above.</i>		
EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

## On-the-Job Training General Assurances

### 1. Employer Criteria

- a. The Employer must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate Employer, having full-time employees, and conducting their trade or business at an appropriate worksite.
- b. The Employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- c. OJT training may not be contracted and must be conducted at the Employer's place of business, which meets prevailing standards with respect to wage, hours and conditions of employment.
- d. Employer referrals to NC Career Centers are permitted. Eligibility and suitability for OJT must be determined and verified prior to hiring and/or the beginning of training.
- e. OJT Contracts are permitted with firms in which current and/or past Workforce Development Board (WDB) members are employed or otherwise have a financial or personal interest.
- f. The Employer must be in compliance with all applicable business licensing, taxation and insurance requirements. The Employer must not be in violation of any local, state or federal labor laws.

### 2. OJT Training Occupation

- a. The OJT training occupation must not be seasonal, intermittent, or temporary.
- b. The occupation must not involve payment in the form of a commission as the primary source of payment to the OJT employee.
- c. The occupation must be one in which specific occupational training is a prerequisite for employment.
- d. The occupation must provide full-time employment. (Full-time is defined as a 40-hour work week, except where fewer or greater hours are normal to the occupation, but in no case less than 30 hours per week.) Contracts may also be negotiated for part-time employment if such negotiation is undertaken for a specific Participant, but only in those instances where full-time employment is not feasible due to limitations (*i.e.*, individuals with an impairment or disability).
- e. Training may not be provided for occupations where adequate supervision and/or monitoring are not available. These may include traveling salespersons, out-stationed job positions, truck or van drivers and other positions requiring more than an occasional trip from the Employer worksite.
- f. NEG/ARRA funded occupations are prohibited at casinos or other gambling establishments, swimming pools, aquariums, zoos, and golf courses.

### 3. Payments

- a. The Employer shall be reimbursed for training costs upon timely submission of the invoice appropriately certified by the Employer's signatory official. Payment shall be based on the hours actually worked for which wages are paid under each training slot, times the negotiated fixed hourly rate. Payment of overtime shall be restricted to work consistent with the training plan. Payment shall include reimbursement of costs associated with employment and training services which have been integrated into the training plan and for which wages have been paid.
- b. No reimbursement shall be made for a period of work stoppage at the Employer's worksite.
- c. Each Trainee's wages shall be paid in full for the period for which reimbursement is being requested prior to the transmittal of an invoice to the WDB for payment.

### 4. Availability of Funds

Payment for Contract activity extending into the next program year is conditional on the availability of WIOA funds in that program year. No obligations will be incurred by the Employer if such funds are not available. The Employer will be notified in advance when funds are limited.

### 5. Records Retention and Review

- a. The Employer shall maintain records (business receipts, payroll records), sufficient to reflect all costs incurred in the performance of this Contract until the appropriate Workforce Development Board audit has been fulfilled, or until the expiration of three years from the date of final payment under this Contract.
- b. The Employer's establishment and records related to the Participant, as may be engaged in the performance of this Contract, shall be subject at a reasonable time to inspection, audit, review and evaluation by the U.S. Department of Labor, State of North Carolina, and the Workforce Development Board.

## On-the-Job Training General Assurances Continued

- c. The Employer agrees to reimburse to the Workforce Development Board any and all funds received under this Contract which are determined by audit to have been spent in activities not in compliance with the provisions of this Contract.

**6. Contract Modifications**

The Contract may be modified, terminated, or cancelled whenever it is determined that such action is in the best interest of the WIOA program or Employer. Terminations, cancellations, and modifications shall be effective on the date of execution.

**7. Sectarian/Religious Activities**

No Participant enrolled under the Contract shall be employed on the construction, operation, or maintenance of any facility as is used, or to be used, for sectarian instruction or as a place for religious worship. Participants may not be trained or employed in sectarian and/or political activities.

**8. Disclosure of Confidential Information**

Confidential information about any Trainee shall be divulged by the Employer only as necessary for purposes related to evaluation of the employee's performance.

**9. Nepotism**

No persons shall be hired under this Contract if a member of his or her immediate family is employed in an administrative capacity by the Employer. The term "administrative capacity" includes those who have selection, hiring, placement, or supervisory responsibility for OJT Participants and "immediate family" shall include: Wife/Husband, Son/Daughter, Mother/Father, Brother/Sister, Son-In-Law/Daughter-In-Law, Mother-In-Law/Father-In-Law, Stepparent, Stepchild, Grandparent, and Grandchild.

**10. Debarment and Suspension**

The Employer certifies that neither he/she nor the company's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**11. Equal Opportunity and Non-Discrimination**

The Employer shall not discriminate against any employee or applicant because of race, color, religion, sex, age, disability, political affiliation, beliefs, citizenship or national origin and agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause. This Contract is subject to the Civil Rights Act of 1964 and ensuing Regulations in 29 CFR Part 31.

**12. Grievances**

The Employer will ensure that the OJT Trainee is informed of established grievance procedures for resolving employee complaints.

**13. Maintenance of Effort**

Employer sponsored training in existence prior to initiation of this project shall be continued and may not be reduced in any way as a result of this Contract (except for reduction unrelated to the provisions and purposes of this Contract).

**14. Conditions of employment**

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to labor and employment laws, environmental laws or health and safety laws)

**ATTACHMENT D**

**Mountain Area Workforce Development Consortium**  
**[Insert OJT Provider Name Here]**  
**On-the-Job Training (OJT) Contract: Training Plan**

**Section 1: General Information**

Please complete the following:					
TRAINEE NAME:			JOB TITLE:		
O*NET CODE:		SVP CODE:		HOURLY STARTING WAGE: \$	HOURLY ENDING WAGE: \$
REIMBURSEMENT PERCENTAGE: %	REIMBURSEMENT RATE: \$	MAXIMUM TRAINING HOURS:		MAXIMUM REIMBURSABLE AMOUNT: \$	
COMPANY NAME:		COMPANY ADDRESS:			
TRAINEE SUPERVISOR:		TITLE:		PHONE/EMAIL:	
EMPLOYER REPRESENTATIVE NAME:		WIOA OJT AGENCY REPRESENTATIVE:		WIOA OJT AGENCY REPRESENTATIVE CONTACT INFO:	
PAY SCHEDULE: Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Other <input type="checkbox"/>		PAY DAY: PERIOD COVERED:		RATIO OF TRAINEES TO SUPERVISOR:	
BENEFITS AVAILABLE (list):					



## Section 2: Training Outline (continued, if applicable)


## Section 3: Authorized Signatures

<i>By signing below, I agree to adhere to the Training Outline and my responsibilities thereof.</i>		
EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

## Section 4: Training Plan Modification, if applicable

*On-the-Job Training Plans may require changes for which a modification is necessary. Reasons for a modification include but are not limited to:*

- *To extend the end date of training due to illness or equipment failures at the place of business.*
- *To correct errors in the original training budget or the description of the job duties.*
- *Cancellation.*
- *To extend the end date in order to ensure satisfactory skill attainment.*

The Employer and the OJT Agency agree that this Training Plan shall be modified as stated:

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Except as hereby modified, all other terms and conditions of this training plan remain unchanged and in full force and effect. The effective date of this modification is \_\_\_\_\_.

The Employer and the OJT Agency mutually agree to abide by the terms and conditions stated and do hereby execute this modification in keeping with our respective authority.

<i>By signing below, I agree to adhere to the modifications set forth in Section 4</i>		
EMPLOYER SIGNATURE:	TITLE:	DATE:
SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

**ATTACHMENT E**

**Mountain Area Workforce Development Consortium  
[Insert OJT Provider Name Here]**

**On-the-Job Training (OJT) Contract: Trainee Evaluation**

Trainee Name:

Supervisor Name:

Company Name:

**Section 1: Evaluation**

JOB SKILLS OBJECTIVES	MIDPOINT EVALUATION OF SKILLS	MIDPOINT EVALUATION DATE	FINAL EVALUATION OF SKILLS	FINAL EVALUATION DATE
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
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	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	

**Section 2: Authorized Signatures**

*Midpoint Evaluation*

<b><i>I hereby certify that the above information is accurate.</i></b>	
EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

*Final Evaluation*

<b><i>I hereby certify that the above information is accurate.</i></b>	
EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

Having satisfied the requirements of the training plan, employment continues on an unsubsidized basis.

**Section 3: Comments** (please explain any unsatisfactory evaluation items)

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Contract #:
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## Mountain Area Workforce Development Board

**Insert OJT Employer Name Here**

### On-the-Job Training (OJT) Contract: Monitoring Tool

#### Section 1: General Information

Please complete the following:		
TRAINEE NAME:	JOB TITLE:	EMPLOYER:
TRAINEE SUPERVISOR:	TITLE:	OJT TRAINING DATES:
NAME OF REVIEWER:	TITLE:	DATE OF REVIEW:

#### Section 2: Trainee Interview

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1) Do you have a copy of your Training Plan?
<input type="checkbox"/>	<input type="checkbox"/>	2) Are you receiving the type of training outlined on the Training Plan? If not, do you know why? _____ _____
		3) Who is providing the training and how much time do they typically spend with you during the day? _____
<input type="checkbox"/>	<input type="checkbox"/>	4) Does your supervisor explain your assignments and provide support if needed?
<input type="checkbox"/>	<input type="checkbox"/>	5) Does your supervisor review your performance with you consistently?
<input type="checkbox"/>	<input type="checkbox"/>	6) Do you have any concerns about the job; working conditions including safety provisions, supervision, working hours, pay, etc.? _____ _____ _____
<input type="checkbox"/>	<input type="checkbox"/>	7) Do you have any additional comments, questions or concerns? _____ _____ _____

### Section 3: Employer/Supervisor Interview

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1) Do you have a copy of the Trainee's OJT Training Plan?
<input type="checkbox"/>	<input type="checkbox"/>	2) Is the Training Plan being followed? If not, why? <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div>
		3) Who is providing the training and how much time do they typically spend with the Trainee during the day? <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div>
<input type="checkbox"/>	<input type="checkbox"/>	4) Do you review the Trainee's progress with them regularly? Please explain. <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div>
<input type="checkbox"/>	<input type="checkbox"/>	5) Is the Trainee making satisfactory progress in learning the position? Please explain. <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div>
<input type="checkbox"/>	<input type="checkbox"/>	6) In general, are you satisfied with the OJT experience including the Trainee, Contract process, training plan development, and evaluation process? <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div>
<input type="checkbox"/>	<input type="checkbox"/>	7) Do you have any other questions, comments or concerns? <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div> <div style="border-bottom: 1px dotted black; height: 15px; margin-top: 5px;"></div>

### Section 4: Signature

WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	DATE: