

DRAFT

**MOUNTAIN LOCAL
AREA**

WIOA

ON-THE-JOB TRAINING

MANUAL

TABLE OF CONTENTS

INTRODUCTION.....

OJT Policies Vary by WIOA Funding Source
Basic Policy Considerations for all OJT Contracts

OJT DEVELOPMENT & CONTRACT PROCEDURES USING LOCAL/FORMULA FUNDS

Who May Develop OJT Contracts?
Essential Elements of Knowledge/Training for OJT Developers

SECTION I: THE PREFERRED SEQUENCE OF EVENTS FOR DEVELOPING OJT CONTRACTS

- A: An Overview of the Preferred Sequence of Events for Developing an OJT Contract
- B: The OJT Developer Receives/Identifies a Client
- C: Employer Contact: Preparation and Initial Visit
- D: Clarification of the Requirements And Terms Of Employment
- E: Determination of the Employer's Eligibility
- F: Identification of a Suitable Candidate
- G: The Skills Gap Analysis
- H: The Development of the "Training Plan"
- I: Review of the Training Plan With the Employer and the Candidate
- J: Pre-Audit
- K: Presentation of the Contract to the OJT Employer
- L: Follow-Up Visit
- M: Interim OJT Employee Evaluations And Problem Resolution
- N: Formal Contract Monitoring
- O: Closing the Contract

SECTION II: ADDITIONAL TOPICS OF IMPORTANCE

- A. Ineligible Occupations
- B. Potentially Ineligible/Unacceptable OJT Employers:
- C. OJT Employer Responsibilities
- D. Employer Marketing Materials and Strategies
- E. The Contract Negotiating Process
- F. Preparing a WIOA/OJT Contract Proposal
- G. Policies and Procedures Regarding Multiple Participant/Single Position Contracts
- H. Policies and Procedures Regarding Incumbent Worker OJT

Section III: Attachments

Attachment A: Pre-Award Analysis
Attachment B: On-the-Job Training (OJT) Contract: Employer Agreement (OJT Contract)
Attachment C: WIOA/OJT Contract Terms and General Assurances
Attachment D: On-the-Job (OJT) Training Contract: Training Plan
Attachment E: On-the-Job Training (OJT) Contract: Trainee Evaluation
Attachment F: On-the-Job Training Wage Expenditure Report and Reimbursement Request (Excel File)
Attachment G: OJT Control Sheet (Excel File)
Attachment H: On-the-Job Training Monitoring Tool
Attachment I: On-the-Job Training Contract Termination Document
Attachment J: NCDWS Policy Statement 04-2015, July 8, 2015
Attachment K: USDoL ETA - WIOA TEGL # 3-15, July 1, 2015
Attachment L: Selected Sections from the Workforce Innovation and Opportunity Act
Attachment M: Selected Sections of the WIOA Notice of Public Rule Making
Attachment N: Mountain Area Workforce Development Board OJT Policies

INTRODUCTION

The Workforce Innovation and Opportunity Act (WIOA) On-the-job Training (OJT) program is designed to give enrolled WIOA adults (both unemployed and eligible incumbent workers) dislocated workers and youth an opportunity to learn skills that will lead to employment in occupations or positions for which they are not qualified. WIOA OJT reimburses qualified employers for the extraordinary costs of training and additional supervision that is needed by the unqualified WIOA participant. The OJT Contract specifies the terms of employment for the WIOA client, the training plan that will result in the skill improvements necessary for the client to be retained in employment after completion of the OJT Contract, and the terms of reimbursement to the employer for the extraordinary training and supervision costs incurred.

On-the-Job Training (OJT) is recognized as a highly effective program that provides job specific training for WIOA enrolled individuals while they are working for qualified OJT employers. OJT simultaneously ensures that training received by the participant is specific to the occupation he/she is seeking and that the business develops a fully qualified employee who is trained to their specifications.

Workforce Innovation and Opportunity Act (WIOA) defines On-the job Training (OJT) in Section 3(44): "...training by an employer that is provided to a paid participant while engaged in productive work in a job that: (a) Provides knowledge and skills essential to the full and adequate performance of the job; (b) Is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in WIOA Sections 134(c)(3)(H) for the extraordinary costs of providing the training and additional supervision related to the training; and (3) Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant as appropriate." (NC Division of Workforce Solutions, Policy Statement Number: PS 04-2015, July 8, 2015; "On-the-Job Training (OJT) Using Workforce Innovation and Opportunity Act (WIOA) Funds: page 1)

Mountain Local Area will operate OJT programs that serve the best interests of the participants. The programs will be conducted within the regulations and every precaution will be taken to assure that there is not a misuse of OJT funds.

OJT Policies Vary by WIOA Funding Source

There are several variations in the regulations and processes that govern OJT Contracts depending on the source of funding.

- Local funds (sometimes called formula funds) are the predominant source of OJT funds and will be the primary focus of this manual;
 - o Within Local funds OJT policies and procedures vary in terms of the type of OJT contract being developed (Regular OJT or Incumbent Worker OJT) and the funding source (Youth funds or Adult and Dislocated Worker Funds)
- State Set-Aside Funds (usually dislocated worker funds) are awarded to local Workforce Boards based on state policies and grant applications
- National Emergency Grant (NEG) funds are usually provided when numerous workers are dislocated from employment because of unusually severe natural or economic calamities. The use of these funds is governed by specific Federal regulations and policies.

When using Local Funds, OJT Contracts may be written with private, public and non-profit employers. The vehicle for implementing OJT is a negotiated fixed-rate Contract between an employer and the Mountain Area Workforce Consortium (the Workforce Board). Contracts written under the Statewide Activities Initiative and the National Emergency Grant program may only be written with private sector employers.

Basic Policy Considerations for All OJT Contracts

All trainees hired under the OJT Contracts must be certified as eligible by the Mountain Area Workforce Consortium staff or its authorized program operators and must be properly enrolled in the WIOA program in accordance with local, state and federal policies.

- Individuals shall not be enrolled in OJT unless they have completed a WIOA application and been determined eligible prior to the effective date of the OJT Contract.
- Individuals shall not be enrolled in OJT if they were on the employer's payroll before the effective date of the OJT Contract. *An exception to this rule is provided for WIOA eligible incumbent workers who are being trained for higher paying and higher skilled positions within their current employer's business.*

Within the limits delineated in this manual, jobs suitable for OJT contracting include those that offer long-term, full-time employment and those that would not otherwise be available to applicants were it not for the offset of the extra-training and supervisory costs available through the OJT program. While most jobs under contract will provide full-time employment; part-time, flex-time and other alternative work arrangements may be contracted for individuals with special employment challenges, (i.e., age, disability, etc.). Generally, OJT is not appropriate for temporary or seasonal employment positions or positions that depend on earning "commission" is the primary form of compensation.

All employment and training programs authorized under WIOA are to be provided to eligible Dislocated Workers, Adults and Youth who can benefit from, and are in need of, such opportunities. These individuals frequently require training services which are in excess of those normally provided other new employees. The reimbursement period is based on a formally conducted "skills gap analysis". The skills gap analysis is based on a comparison of the skill requirements of the job and the current skill sets and experiences of the OJT candidate.

Note: The terms OJT Client, OJT Candidate, OJT Trainee and OJT Employee are all used to refer to the individual who is receiving career development services through the WIOA program. The variation in the individual's status refers to the relationship the participant has to the various parties during the sequence of career development.

OJT DEVELOPMENT AND CONTRACT PROCEDURES USING LOCAL/FORMULA FUNDS

The sections which follow contain information which describes the OJT Program and contracting procedures.

Who May Develop OJT Contracts?

Generally, only specially trained local board staff (usually Business Services Representatives) are permitted to develop On-the-Job Training (OJT) contracts. When approved by the Workforce Board Director, staff members who are employed by WIOA Service Providers may be authorized to market OJT Services to potential employers. After completing specific training and a period of close supervision a WIOA Service Provider Staff may be allowed to write OJT contracts subject to the Workforce Board

Director's approval. **NOTE: In this manual the term "OJT Developer" is used to denote persons who are assigned to create and oversee OJT Contracts. The term does not denote any specific job title or position within the WIOA funded system.**

Essential Elements of Knowledge/Training for an OJT Developer

All OJT Developers must be fully trained on:

- the use of NCWorks Online <https://www.ncworks.gov/vosnet/Default.aspx> and the NCWorks Case Management System;
- the regulations and policies related to participant eligibility for Title I WIOA Services;
- the steps in the development of a WIOA client's career plan;
- strong interviewing skills and the ability to administer and/or interpret the results of various skills assessments;
- Regulations and policies related to On-the-Job Training as issued by the US Department of Labor, Employment and Training Administration (USDol ETA), the NC Department of Commerce, Division of Workforce Solutions (NCDWS) and the Mountain Area Workforce Development Board (MAWDB);
- The use of O*Net Online, Economic Modeling Systems, Inc. (EMSI), My Skills My Future and Specific Vocational Preparation (SVP) Codes;
- effective marketing/sales skills and the ability to develop and maintain good employer relations;
- the services available through the NCWorks Career Centers and partner agencies that can assist the OJT Developer and the OJT Client in preparing for the successful development of, and completion of, an OJT Contract;
- and the appropriate process for developing and completing a successful OJT Contract.

SECTION I: THE PREFERRED SEQUENCE OF EVENTS FOR DEVELOPING AN OJT CONTRACT

A. - An Overview of the Preferred Sequence of Events for Developing an OJT Contract:

While variations in the following procedure are common and the OJT development process does not necessarily flow in a linear manner, the presentation of this manual will follow a logical, preferred sequence of events. This approach should facilitate the OJT Developer's ability to quickly locate the information and check policies and procedures as the OJT Contract is developed. This scenario involves the OJT Developer creating a contract with an employer who has employment opportunities that are consistent with the career/employment aspirations of a client or a group of clients. Further, this manual assumes that the employer has no previous experience with OJT.

1. The OJT Developer receives a client who is referred to him/her by a Client Advisor. The OJT Developer needs to know if the client is eligible for WIOA Services as an Adult (and a member of a priority of service group), a Dislocated Worker or a Youth (In-School or Out-of-School). The participant must demonstrate a need for training as recorded on the Individual Employment Plan. (NCDWS Policy Statement 04-2015, July 8, 2015, Attachment A, pg. 1). In some cases the OJT Developer may be the person who initiates contact with the client and is responsible for determining eligibility and developing the Individual Employment Plan. After gaining a clear understanding of the clients career goals, skills and background through interviewing and assessments, the OJT Developer searches for appropriate job listings or otherwise identifies appropriate employment opportunities. It is frequently useful to assist clients with tips on completing applications, interviewing skills, effective work habits and other job readiness tasks.

2. Employer Contact - The OJT Developer makes contacts with appropriate employers regarding the client's qualities for employment and offers the OJT as a means of helping the employer offset the costs of training the client to meet the employer's performance expectations. OJT Developers must have an in-depth knowledge of OJT contracting, effective marketing/sales skills, practiced presentation techniques and well-designed informational materials.

Employer contacts may be initiated in numerous ways: job postings, economic developers helping with business expansions or new business development, interested employers contacting the OJT Developer, the OJT Developer making "cold calls", etc. While this does affect the sequence of steps in developing and completing an OJT contract, the steps must be completed and documented in the NCWorks Online Case Management System.

3. Clarification of the requirements and terms of the employment opportunity – The OJT Developer must clearly understand the employer's basic job candidates' requirements (employment experience, education, certifications, etc.); work schedules; wage range/benefits; performance expectations/requirements; etc.). Employer policies related to hiring individuals with criminal backgrounds, drug use, etc. must also be clearly understood and recorded for consideration in the selection/referral process. In some cases, if the employer does not have a written detailed job description the OJT Developer may need to create the detailed job description in consultation with the employer.
4. Determination of the Employer's eligibility to receive an OJT Contract (see Mountain Area Workforce Development Consortium On-the-Job Training (OJT) Contract: Pre-Award Analysis in Attachment A to this manual. At this early stage it is often useful to discuss the OJT Contract Terms and General Assurances (see Attachment C) with employers. While these can potentially cause employers to lose interest because of the bureaucratic "red tape", these items are actually generally accepted terms of contracts and employment laws and regulations that all employers must routinely follow.
5. Identification of a suitable candidate for the position. In cases when an OJT client is not available for an employer's job opening, or in cases where the employer will not accept the OJT candidate presented, the OJT Developer must try to identify and recruit other suitable candidates. In these instances the OJT Developer must have strategies to conduct candidate searches and recruitment. These strategies may include posting the job on NCWorks online and having applicant respond to the OJT Developer; informing all staff in the Career Centers about the job opening; searching NCWorks Online for candidates with related work experience and educational qualifications, etc.

In some cases this may result in a simple referral of a qualified candidate that does not need extraordinary training. In these cases an OJT Contract is neither appropriate nor allowed, but the referral may be beneficial for employer relations and future OJT opportunities

6. The Skills Gap Analysis is a formal, documented process of comparing a candidate's personal skills and experiences with the requirements of the job. The skills gap analysis involves comparing the candidate's resume and/or statement of skills in the NCWorks Online registration with the job description as provided by the employer or as it is developed in consultation with the employer. Several tools are available to assist in the development of a basic job description (O*Net online <https://www.onetonline.org/>, Economic Modeling Systems Inc. (EMSI <http://www.economicmodeling.com/>, My Skills My Future <http://www.myskillsmyfuture.org/> the Occupational Outlook Handbook <http://www.bls.gov/ooh/> and the Specific Vocational Preparation (SVP) Codes (as specified in the O*Net job descriptions). To the extent practical job descriptions should contain skill statements and measurable performance expectations. These

specific skill statements and performance expectations are generally developed in consultation with the employer.

7. The development of the “training plan” that is based on the Skills Gap Analysis. The training plan (which becomes a part of the OJT Contract) specifies the skills that the employer will help the candidate learn during the term of the OJT Contract. The OJT Developer, to the extent practical, should include measurable, job-specific performance benchmarks/expectations and skill development goals in the training plan. (See Attachment D: On-the-Job (OJT) Training Contract: Training Plan).
8. Review of the training plan with both the employer and the candidate. The person that the employer assigns to be the actual trainer for the candidate should also participate in this training plan review as well. This review may result in some refinements to the training plan. During the review of the training plan the duration (in training hours) of the OJT should be established. Either during, or soon after, the training plan review the final terms of employment (wages, benefits, schedules, etc.) must be established in preparation for writing the OJT Contract. Generally speaking, Mountain Area Workforce Board policy will not allow OJT Contracts that require less than 160 hours (one month full time). Also, training contracts in excess of 1040 hours are generally not allowed.
9. Pre-audit – The OJT Developer creates a draft OJT Contract (see Attachments A, B,C and D) that includes numerous provisions such as: the effective start date for the participants training; the wage rate for the participant/employee during training; the OJT reimbursement rate to the employer for the extraordinary costs of training and supervision; the duration (in paid work hours) of the training; the maximum available total reimbursement to the employer under the contract; the projected contract end date; the training plan and the General Assurances, etc.). The draft contract is presented to the Workforce Board Director and the appropriate Finance Officer for the Land-of-Sky Regional Council for pre-audit and concurrence before presentation to the OJT Employer.
10. Presentation of the contract to the OJT Employer. The OJT Developer presents the final contract to the authorized business official for signature. The two parties should review the terms of the contract and the process for the employer to invoice the Board for the reimbursement of the OJT costs. After the agreement is reached, it is generally preferred to have the OJT Candidate present to sign the final agreed upon training plan, which becomes part of the OJT Contract. Once the contract is signed and the candidate begins the first day of work the candidate becomes an employee of the business and is entitled to all the rights and benefits associated with employment with the company. Two copies of the contract are signed with original signatures. One original is kept by the employer and the other original is kept by the Workforce Board’s Finance Officer. The OJT Developer keeps a working copy of the contract.
11. Follow-up Visit – While it is usually useful to call the OJT Trainee/Employee after a few days to get an idea about how he/she is adjusting to the job. Also, calling the trainer to get a progress check is advisable after a several days. However, an on-site visit to discuss early progress should be conducted no later than within the 3rd week of the contract and again monthly thereafter. Be sure that both the OJT Client and his/her trainer or employer have your contact information and encouragement to call you if any performance, learning or behavioral issues emerge. Styles of training and learning vary greatly and encouraging both the trainee and the trainer to adjust their approaches often proves helpful.

12. Interim OJT Employee Evaluations and Problem Resolution - At least once during the contract the OJT Employer, the assigned trainer and the OJT Developer should conduct a formal interim progress evaluation (see Attachment E: On-the-Job Training (OJT) Contract: Trainee Evaluation). It may be useful for the employer, trainer and OJT Developer to discuss the evaluation results before the evaluation is presented to the client. This offers an opportunity to encourage adjustments in the training plan, instructional methods or other aspects of the process that may improve effectiveness. Thus, if the client is not meeting expectations, some practical solution can be developed. The interim or mid-point evaluation review is an usually an appropriate time to consider OJT Contract modifications.
13. Formal Contract Monitoring – The Workforce Board’s compliance staff member (not the OJT Developer) makes a formal monitoring visit to the employer’s worksite at some point near the middle of the OJT contract. During this visit the monitor discusses the contract and conducts interviews with the employer, the assigned supervisor and the OJT Trainee. The contract monitor cross checks documentation related to hours worked and invoices submitted by the employer to the Workforce Board for payment. A brief monitoring report is provided to the director and to the Board’s OJT Staff. Any material findings are reported to the Director immediately.
14. Closing the contract – Whether the contract works through to a successful conclusion or not, the contract closing document must be signed by the employer. This document provides for the mutually agreed upon conclusion of the contract.

B. - THE OJT DEVELOPER RECEIVES/IDENTIFIES A CLIENT

A client may come to the attention of the OJT Developer in several ways. For example, an employer may recommend a client as a potential OJT participant (“a reverse referral”), or a client may initiate a contact with the OJT Developer because he/she is interested in employment with a business that uses OJT’s.

OJT can be used in coordination with numerous WIOA training activities. These activities may include: long-term or short-term classroom training, youth work experience, transitional employment and other activities. However, OJT is usually the final WIOA training activity because it is designed to result in exiting WIOA services (except follow-up services) and entering unsubsidized employment. So, frequently other staff involved in working with the client to determine eligibility and develop an Individual Employment Plan will have completed much of the initial WIOA registration/enrollment work with the client before the OJT Developer meets the client.

However, if the OJT Developer is the initial point of contact for the client, the determination of WIOA eligibility is the first order of business. Next the client’s membership in a “priority of service group” should be determined. Generally it is preferred that a staff person who specialize in determining and documenting eligibility and registering clients in the NCWorks Case Management System complete the client registration process. However, the OJT Developer needs to be capable of completing this process when necessary. Before proceeding with the OJT process, it is the OJT Developer’s responsibility to verify that eligibility determination, including the client’s authorization to work in the US, has been completed and documented. WIOA funds used to support the costs of an OJT can be disallowed and be subject to “pay back” provisions if the OJT client’s eligibility is not completed and properly documented. To develop the OJT Contract the OJT Developer must know which WIOA fund sources (adult, dislocated worker, youth or other) the client is eligible for. Since many clients may be eligible for more than one WIOA funding source the decision on the funding source for the contract should be made by the Workforce Board Director.

All OJT participants must have an Individual Employment Plan on file in the NCWorks Case Management System. **“The participant must demonstrate a need for training as recorded on the Individual Employment Plan.”** (Attachment J: NCDWS Policy Statement 04-2015, July 8, 2015, Attachment A, pg. 1). The OJT Developer must verify that the client’s Individual Employment Plan justifies the need for training services, or the OJT Developer must complete that process.

“...training services may be provided when the one stop center staff determine after an interview, evaluation or assessment and career planning, that the individual:

- Is unlikely or unable to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
- Is in need of training services to obtain or retain employment, that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, and
- Has the skills and qualifications to successfully participate in the selected program of training services.” (Attachment K: WIOA TEGL # 3-15, July 1, 2015, pg. 6)

Priority of Service Groups under WIOA: Adult, Dislocated Workers and Youth.

WIOA establishes priority of service groups for Adults, Dislocated Workers and Youth. While eligible clients who are not members of a priority of service group may receive training services, the law is clear that, when appropriate, eligible members of the “priority of service groups” should be given preference in the receipt of individualized career services and training services. The OJT Developer is advised to emphasize services to members of “priority of service groups” when the client has the skills to successfully participate in the training. Of course, for OJT the client is not permitted to already have the skills necessary for employment, but the client must have the foundational skills necessary to learn the job specific skills within the allowed OJT time frame (160 hours to 1040 hours).

Adult Priority of Service Groups:

“...priority must be provided in the following order:

- First, to veterans and eligible spouses who are also included in the groups given statutory priority for WIOA adult formula funds....recipients of public assistance, other low-income individuals and individuals who are basic skills deficient...”
- Second, to individuals who are not veterans or eligible spouses but who are recipients of public assistance, other low-income individuals and individuals who are basic skills deficient;
- Third, to veterans and eligible spouses who are not included in the WIOA adult funds priority groups; and
- Fourth, to eligible persons who are not veterans or members of WIOA adult funds priority groups. (Attachment K: WIOA TEGL # 3-15, July 1, 2015, pg. 7)

Dislocated Worker Priority of Services

Service members exiting the military, including but not limited to, recipients of Unemployment Compensation for Ex-Military (UCX) members, generally qualify as dislocated workers. Service members with an imminent separation date may receive career services while still on active duty. USDoL ETA policy, generally dictates that a separating service member meets the dislocated worker requirements that an individual is unlikely to return to his or her previous position.” (WIOA TEGL # 3-15, July 1, 2015, pg. 7).

Eligible spouses of active duty military members may also qualify as dislocated workers under several provisions. Spouses may be determined eligible as dislocated workers if they are dependent

spouses and they have lost employment because of duty station relocation or if their income has been significantly reduced because of a deployment, or service connected death or disability. (WIOA TEGL # 3-15, July 1, 2015, pg. 8).

Youth – Out-of-School Youth

WIOA Eligible Out-of-School Youth (OSY) are a very important constituency for OJT Services. While WIOA regulations do not formally designate Out-of-School Youth as a “priority of service group” the practical impact of the regulations related to youth funding make them de facto priority of service group. The WIOA law and regulations require that 75% of the local workforce board’s youth funds be spent on Out-of-School Youth and that 20% of youth funds be spent on Work Based Learning. OJT is one form of Work Based Learning. Eligible youth ages of 16 through 24 are great candidates for OJT because their education and work experience are limited and the skills gaps are usually easy to document. Also many employers are looking for younger people who have good work habits and are willing to learn.

Out-of-School Youth OJT Program. may be identified through the Career Centers or recruited/referred by a WIOA “Out-of-School Program Operator”. In most cases if the OSY is referred by a program operator the client’s eligibility and individual employment plan are already developed. The OJT Developer should get a copy of the IEP for the OJT File. The OJT Developer and the Program Operator’s Career Counselor must work together on the OSY’s OJT to be sure the OJT Participant and the OJT Employer are given consistent information and are not contacted excessively. The client’s case files will be maintained at the youth program operator’s location. However, the OJT Developer must develop and maintain a complete OJT file on the participant.

If the OJT Developer is the initial point of WIOA contact for a client age 16 through 24, the client (if age 18 or over) is usually eligible as either an Adult or an OSY. Given the choice it is usually better to enroll the client as an Out-of-School Youth (check with the Director). OSY funds are usually more plentiful than adult funds, and “supportive services” are usually better for an OSY than an Adult. Achieving OSY “performance standards” are also often more challenging than reaching Adult performance standards.

OJT Compatibility with Other Career Development and Employment Services

It is important to remember that OJT can be used in combination with many other WIOA services for any eligible client. However, OJT is usually the last WIOA service activity that leads to unsubsidized employment and exit from the program. OJT is an excellent follow-up activity for youth work experience, short-term training, long term training, transitional employment, etc. OJT is also an excellent program to coordinate with the Registered Apprenticeship (RA) program. Usually OJT is a “lead-in” component to establish an employee/employer relationship that can be further developed with a registered apprenticeship (especially of an Out-of-School Youth). OJT can also be paired with the Veterans’ Employment Services, Work Opportunities Tax Credit (WOTC) and the Federal Bonding Program and other programs that may be of interest to employers.

Understanding the client’s skills, experiences, resources and obstacles to attaining the career goal

The OJT Developer must have a clear understanding of the client's career goals, work history, educational background, skill sets and resources for and impediments to employment. This information is usually acquired through a combination of interviews and assessments.

To start, if the client has fully completed the work history sections for NCWorks Online, then many of the client's skills and experiences should be readily available to the OJT Developer. If that work history has not been completed, that should be undertaken immediately. Still, being familiar with O*Net <http://www.onetonline.org/>, the Occupational Outlook Handbook online <http://www.bls.gov/ooh/>, My Skills My Future <http://www.myskillsmyfuture.org/>, America's Career Info-net http://www.careerinfonet.org/select_occupation.asp?stfips=&next=occ_rep and other resources can help the OJT Developer get a great deal of information about the typical skill requirements, working conditions, wages and performance expectation associated with the client's career goal.

In many cases the OJT Developer may want to encourage the client to take some formal skill assessments. The NCWorks Career Centers have a huge selection of assessments available for different occupations. While clients may initially be reluctant to take the assessments, if they do well then their scores are something that can enhance their resumes and/or be used to make positive points in an interview. If the assessment results are not so encouraging, then some specific areas for skill improvement are identified.

Two general skills assessments can be extremely helpful in guiding the client's skill development plans:

- **The Test of Adult Basic Education (TABE)**

<http://www.ctb.com/ctb.com/control/productFamilyViewAction?productFamilyId=608&p=products>

- **The WorkKeys** <http://www.act.org/content/act/en/products-and-services/workforce-solutions.html>
assessments

The Career Centers also have access to numerous occupational skill assessments. Among others, the OPAC (Office Proficiency Assessment & Certification) and the Bennett Mechanical Comprehension Test, are very helpful in measuring client strengths and skill development needs. If time permits, assessments can be very helpful in developing the OJT Skills Gap Analysis and the OJT Training Plan, and in helping the client strategically target their career development efforts.

If the results of these assessments are not as strong as the career goal demands then there are online self-paced tutorials available to clients. **Career Ready 101** <http://www.act.org/content/act/en/products-and-services/workforce-solutions/act-career-curriculum/act-career-ready-101.html>. Career Ready 101 is an expensive subscription based service that is paid for by the Workforce Board. Clients must be registered and assigned a login and password. Reports on the client's usage and progress are available to the OJT Developer.

Lynda.com <http://www.lynda.com> and Professor Teaches (<http://www.professorteaches.com>) are excellent subscription tutorial systems for clients to advance their computer skills. These services can be made available to clients through the NCWorks Career Centers.

Also community college Adult Basic Skills and County Literacy Councils are mandated partners with the NCWorks Career Centers. Referral arrangements for their services are in place and client progress is mutually beneficial for all parties involved. Having clients enter an OJT without the required level of basic skills (reading, math, problem solving, communications, etc.) not only

increases the probability of a failed OJT experience, it is counter-productive for the client and the OJT Developers relationship with the employer.

Finally, many clients have issues related to housing, child care, transportation, work histories, legal complications, disabilities or other factors that need to be considered in finding a suitable employment situation. The ability to get assistance from other relevant agencies can help facilitate the client's successful completion of the OJT Contract. Also, WIOA permits funds for supportive services for OJT clients at the discretion of the local boards. The OJT Developer should consult the Workforce Board Director concerning funds available for "supportive services" for the client.

Most employers have very strong concerns about drug testing and have frequently denied employment to promising candidates because of drug test failures. Employers are puzzled by the frequency in which candidates will take drug tests and fail them. It is very important that the OJT Developer make it abundantly clear to OJT Clients that in most cases drug tests will be required, and the failure of drug tests will reflect very poorly on the client and the OJT Developer in the opinions of the employer.

OJT Developer searches for appropriate job listings or otherwise identifies appropriate employment opportunities

NCWorks Online is not only an excellent source for job listings it can be used in several ways to help the OJT Developer and the client find good OJT opportunities. NCWorks Online can help find employers who have posted jobs in the occupation in the past, even if they aren't currently posting job openings. NCWorks online can also be set-up to notify the client and/or the OJT Developer when new jobs are posted for openings in the occupation.

As the OJT Developer establishes relationships with employers, economic developers and professionals in the business community, employment opportunities emerge that may be suitable for an OJT Client. In some cases employers will tell the OJT Developer that they are always interested in finding a good employee. Checking with a good employer to see if they are willing to consider an OJT candidate may prove fruitful even if they don't have a current job opening posted. If the employer grants an interview it is a good learning experience for a client, even if a job isn't immediately available.

Assisting clients with tips on completing applications, interviewing skills, effective work habits and other job readiness tasks

The NCWorks Career Centers in Asheville and Flat Rock have numerous regularly scheduled workshops to help clients with employability and job readiness skills. These workshops help clients with job searches, job applications, resumes, interviewing skills and more. The OJT Developer should be familiar with what is being taught in these workshops and should check to be sure that the OJT clients have attended these workshops. In addition to the workshops, there are short online tutorials in the Career Ready 101 suite mentioned above. The Soft Skills Suite in Career Ready 101 provides self-paced tutorials on Interpersonal and Business Communications; Problem Solving and Critical Thinking; Working Productively in Teams; Assisting Customers Effectively and Developing Good Work Habits and Workplace Discipline. OJT Developers should be familiar with these tutorials so that they can help clients understand the importance of "soft skills" for successfully building their careers.

Important: Each meeting with the client should be summarized in the NCWorks Case Management System Case Notes. Each service rendered must be entered by using the appropriate service codes in the NCWorks Case Management System. Documentation of services and maintaining information about the client for future use is very important. The OJT Developer will work with many clients over a period of several months and forgotten or confused facts can cause significant problems. Keeping up-to-date records in case notes is very helpful.

Similarly, keeping up-to-date computer files on employers (key personnel : names, positions, contact info; job titles and job descriptions; experiences with OJT Candidates referred; company hiring policies; etc.) is also very important to maintaining and improving employer relations and in enhancing the OJT Developer's quality of service to both the employers and OJT Clients.

C. - EMPLOYER CONTACT: PREPARATION AND INITIAL VISIT

Employer contacts may be initiated in numerous ways: job postings, economic developers helping with business expansions or new business development, interested employers contacting the OJT Developer, "cold calls", etc.

Preparations for Contacting Potential OJT Employers

Before contacting an employer about the OJT program the OJT Developer must give consideration to the appropriateness of the employer's jobs for the WIOA participants. Gathering information from Career Center Managers, economic developers and experienced professionals in partner organizations can be helpful in learning the merits and concerns of local employers.

- Is the employer's situation reasonably stable (i.e., meets payrolls regularly, history of local operations is good, the firm does not appear to be excessively vulnerable to changing business patterns or economic trends; no recent history of layoffs, etc.).
- Is the employer's administrative staff able to comply with invoicing schedules and record keeping requirements?
- Although specific data can only come from the employer, information about the turnover rate for employees in the position being considered for the OJT is important. This information helps to estimate the participant's probability of completing the OJT and the post-training follow-up retention period.
- If the Employer has had previous OJTs have the completion rate and retention rate been acceptable?
- In general, active OJT trainees/employees should not exceed 20% of the employer's workforce. Higher percentages, though allowable, may result in inadequate training and supervision.

Regulatory restrictions governing the authorization to enter into an OJT Contract must be carefully reviewed. Failure to document this review may result in the disallowance, and repayment to USDOL, of all funds spent on the OJT.

The Board requires that the “Pre-Award Analysis” (see Attachment A), be completed by the OJT Developer and signed by the OJT employer before the contract developed. This document becomes part of the contract and should be must be retained in the OJT Developer’s permanent file for the OJT contract.

Having a presentable and informative set of handouts and presentation materials that provide an overview of the On-the-Job Training program is essential to establishing effective initial contacts with an employer. These materials may also be helpful to colleagues who may want to help an employer find and train good workers. These materials must avoid “government speak, jargon and acronyms” and be written in ways that appeal to business owners and managers.

OJT Developers must also have well-developed, concise, introductory remarks that promote OJT services in a business friendly manner. Generally speaking, businesses are more interested in efficiencies and results than wage reimbursement. Solving their workforce problems is often more important than the money.

In some cases the OJT developer will have interested employers but not have clients who are interested in the positions available. In these cases the OJT developer must know how to search NCWorks to identify registered clients who are qualified or who have some degree of experience in related occupations. The OJT developer must also know how to help the employer post the job on NCWorks Online and have interested applicants respond to the OJT Developer who can pre-screen the candidates for the employer. The OJT Developer needs to inform the staff in all of the Career Centers about the job opportunities and how interested clients should respond. In many cases career center staff may be working with someone who would be an appropriate candidate.

The OJT Developer’s Initial Visit with a Prospective Employer

Generally, small to medium sized businesses (5 to 100 employees) are the most receptive to OJT as a hiring and training strategy. The smaller companies often lack formalized hiring and training procedures and the OJT reimbursements are more meaningful to them financially.

One basic principle of contacting an employer about a potential OJT employee is that the OJT financial offset of costs is a secondary consideration. The transaction is primarily about providing a good worker to the employer and helping the employer train that worker to the business’ specifications. Most all employers want to hire someone who has experience and can join the workforce and perform to expectations very quickly. Most business run a very lean operation and have very little time for their productive employees or supervisors to train inexperienced new hires. Most small to medium sized businesses don’t have staff who are experienced in training inexperienced new hires and most don’t have written training plans for new hires. If they do have a training staff and training plans then the financial offset is a bonus, But if they don’t, the OJT Developer’s offer to work with the employer’s supervisors help develop an efficient training plan for inexperienced new hires becomes a very strong selling point.

The OJT Developer must have copies of the client’s resume when visiting the employer and be ready to truthfully emphasize the client’s interest in the career and in working for the company. Many employers

are immediately concerned (if not suspicious) that the client has major problems when someone is coming to convince the employer to hire this person. In most cases that concern should be addressed relatively early in the conversation. If the client has employment related issues, the OJT developer must be forthright about those matters and to the extent practical offer a positive assessment of the client's potential to be a valuable employee. While openness and honesty are absolutely essential to good employer relations, your remarks must not betray client confidentiality nor besmirch the client's character or reputation.

OJT Developers must have an in-depth knowledge of the OJT contracting process effective marketing/sales skills, practiced presentation techniques and well-designed informational materials

Before making contact with a prospective employer the OJT Developer must have an excellent understanding of the complete OJT process and be able to explain the process to an employer in an easy to understand manner. Too much detail and complexity will confuse and perhaps discourage the employer from getting involved. It is important for the employer to understand that most all of the paperwork and bureaucratic procedures will be handled by the OJT Developer. Nevertheless, the OJT Developer must be prepared to answer any question that the employer may pose regarding the technical details of the contract and the procedures. The OJT Developer also must be able to provide references from, and/or contact information for, other employers who have successfully used the program.

The emphasis is on efficiency for most employers. The following points of emphasis can prove useful:

- 1- The client's interest in pursuing a career (not just a job) in this occupational field and his/her desire to work for the employer.
- 2 – The OJT does not impact the employers authority to hire or fire the candidate, but keep in mind the candidate may not be as experienced or qualified as previous new hires and patience will be helpful.
- 3 - The OJT Developer will assist in the development of an efficient and customized training plan that is based on the demands of the job, the employer's expectations and the client's skills and experience.
- 4 - The OJT program can become a great resource for finding new employees and providing them to do the job "your way".
- 5 – The OJT Developer's support is readily available for helping the assigned supervisor/trainer and the client resolve any issues that may arise.
- 6 – A reimbursement of a portion of the client's wages is provided to offset the costs of training the client who lacks the occupational experience necessary to be employed in the job.
- 7 - The procedures for submitting reimbursement requests is very easy and invoices are paid promptly.
- 8 – Future OJT Contracts are very easy once everyone is comfortable with the processes.

D. - CLARIFICATION OF THE REQUIREMENTS AND TERMS OF EMPLOYMENT

Once the employer has satisfactorily completed the Pre-Award Analysis, the terms of employment should be discussed in full and clarified so that both parties have a mutual understanding. In some cases much of the information can be retrieved from the employer's job posting, especially if it is available on NCWorks Online. However, any additional details the employer might provide will be helpful in writing the OJT Contract.

To justify the "extraordinary costs of training and supervision the job description must show a clearly recognizable skills gap between the minimum acceptable qualifications (experience, education, assessment results, certifications, etc.) and the OJT Client's current skill set. When possible the job description should also contain acceptable performance indicators and/or essential skills that will be useful in the justification for an OJT Contract and in measuring client's progress toward successful completion of the training.

Other essential information about the terms of employment include:

- who will be the company's designated contact person for the OJT Developer and for the OJT Client
- who will be the company trainer and supervisor assigned to work with the OJT Client
- what is starting rate of pay and projected ending rate of pay (OJT Contracts are not allowed for positions that are "commission only" compensation, OJT reimbursement is only provided for positions that pay at least \$9.00 dollars per hour. The base pay for "base pay plus commission" compensation must be at or above this minimum. The OJT reimbursement percentage only applies to the base pay rate. Salaried positions must be above the minimum OJT Compensation rate based on a 40 hour per week calculation. Time sheets must be kept and submitted with the reimbursement invoices for all positions (including salaried positions) during the OJT Contract. (NCDWS policy requires that fulltime be defined at no less than 30 hours per week.)
- what are the benefits the client will receive as a new hire and when will other benefits be made available on a delayed basis (e.g., two weeks of vacation after completing one year of employment, employer paid health insurance after 90 days, etc.)
- the work schedule for the position - including overtime expectations – (full time is usually defined as 40 hours per week)
- what are the paid time off policies (holidays, sick leave, annual leave, etc.);
- what is the expected start date for the OJT and for the client's employment
- what are the regular pay periods (weekly, every two weeks, monthly, etc.)
- what is the employer's Federal Employer Identification Number
- what are the employers policies related to individuals with criminal backgrounds
- what are the employers policies with regard to drug testing (both pre and post-employment).

This information must be clearly recorded in an employer file that can be accessed for the current and future OJT and client referral opportunities.

E. - DETERMINATION OF THE EMPLOYER'S ELIGIBILITY

(See Mountain Area Workforce Development Consortium On-the-Job Training (OJT) Contract: Pre-Award Analysis: Attachment A to this manual)

If the employer is interested and willing to proceed, the OJT Developer should verbally walk the employer through the On-the Job Training (OJT) Contract: Pre-Award Analysis (see Attachment A). Completing this form helps demonstrate the OJT Developer's willingness to handle the paperwork. But, it also may bring up concerns about bureaucracy and may lead to some more in depth technical questions. The OJT developer should have at least two copies of the blank contract to discuss with the employer if it becomes necessary.

In many cases the employer may not know the company's North American Industry Classification System (NAICS) although people in the company's administrative offices will have that information. The OJT Developer should be able to find the appropriate classification by searching the NAICS Codes website <https://www.census.gov/cgi-bin/sssd/naics/naicsrch>

Several of the questions on the Pre-Award Analysis may lead to some discussion with the employer. For example – Item 1 - Does the company agree to ensure the OJT will not result in the replacement of laid off workers? The employer might respond that the previous employee in this position was fired and ask if that counts as a replacement of a laid off worker? The OJT Developer must anticipate the employer's

need for clarification and be ready to respond. In this case the answer would be that the firing of the previous employee does not count as a lay off, but if the firing of the employee is being contested, then the OJT should be delayed until the situation is resolved. If possible the OJT might be considered for another vacant position. The best case for OJT is that the position is being added because of business growth.

Items 1 & 4 - As the OJT Developer can easily imagine government programs cannot be viewed as infringing on an existing employee's hours of work (i.e., partial displacement), promotional opportunities or opportunity to return to work if the employee is on temporary layoff. OJT opportunities are meant to help businesses build a stronger workforce and grow not create disruptions and interfere with current employee's livelihoods and opportunities.

Items 2 & 3 – Employers must be fully aware that the OJT Candidate becomes their employee immediately upon the beginning of the candidates work for the company. The OJT employee may be disciplined or dismissed in accordance with the employer's legal discretion and there are no payback provisions or penalties to the employer under the OJT Contract. However, if an employer terminates OJT Employee's employment, records are kept of those decisions (especially if that happens in the latter stages of the contract). The OJT Developer will be following-up with the client for 12 months after the contract concludes to talk about the client's employment situation. It is certainly the expectation that employers will keep the great majority of the clients who complete the OJT for at least a year after the end of the contract. Patterns of abusing the OJT program will result in the Workforce Board no longer providing OJT Contracts to the employer. This is a Workforce Board Director's decision.

Item 6.a) on the Pre-Award Analysis should read at least \$9.00 per hour in accordance with Local Workforce Board Policy.

Item 7 regarding workers compensation coverage will probably be referred to an employee in the administration office.

Items 10 and 11 are related to the USDoL policy that companies who close a facility in one location and move the operations to another location are prohibited from using OJT Contracts to fill vacancies created by the move. This prohibition on OJT Contracts is for a period of 120 days after a layoff in the original location.

If the employer meets all of the requirements then the OJT Developer should tell the employer that the company is qualified and ask the employer to sign the Pre-Award Analysis form.

NOTE: In an initial visit with an employer who is unfamiliar with OJT the length of the visit may be approaching its "professional courtesy" time limit. It would be courteous to ask the employer if he/she would like to continue, take a short break or schedule another visit soon to complete the process. However, if the employer is willing to continue then the meeting should proceed. Certainly, if the employer has not met the OJT Client, this would be a good time to schedule an interview for the client.

Discuss the OJT Contract Terms and General Assurances (see Attachment C) with the Employer

When the meeting continues, the first order of business is for the employer to understand the terms of the contract and the General Assurances. While these terms and assurances can potentially cause employers to lose interest or express concern because of the bureaucratic "red tape", these items are actually employment laws and regulations that all employers must routinely abide by even if no OJT contract existed. Fair Labor Standards, Equal Opportunity/nondiscrimination in employment and hiring, Wage

and Hour, Occupational Health and Safety etc. are laws that apply to all employers and are simply reiterated in the General Assurances. The OJT Developer's job is to help the employer if questions or concerns about these laws arise. However, if the employer refuses to recognize and abide by these laws, writing an OJT Contract with the employer is absolutely prohibited.

In the OJT Contract Terms and General Assurances (see below **Attachment C**) there are 25 topics relate to the OJT Contract that the employer must be familiar with. While this may seem excessive at first, the provisions simply cover five basic principles that both the OJT Employer and the Board want to agree upon upfront:

- 1 – The OJT trainee/employee will be treated the same (pay, working conditions, benefits, etc.) as any other “similarly situated” employee of the company. However, the employer will be compensated for providing the OJT trainee/employee with extra training and supervision so that the OJT trainee/employee may be successful in retaining long term employment with the company.
- 2 – The employer maintains the rights to hire, fire, reward and discipline the OJT trainee/employee in accordance with company policy and the law. However, under the OJT Contract, when any of the parties (the employer, the trainer, the supervisor or the trainee) identify a problem, the OJT Developer will be notified in a timely manner. And, all parties will engage in good faith efforts to resolve the issue and maintain the employment and training relationship. Still, if the problem involves an urgent or irreversible event, neither party is prohibited from terminating the employment or the contract.
- 3 – There are restrictions on how federal funds can be used that effect the activities of the OJT trainee/employee while he/she is working and earning wages under the OJT Contract. The restrictions prohibit the OJT trainee/employee from engagement in sectarian activities, political and lobbying activities and activities promoting or deterring union formation during working hours. Nor can the employer request, expect compel or entice the OJT Employee to perform these tasks outside of work hours.
- 4 – The training plan is set forth in a manner that will concentrate on the efficient development OJT Employee's skills to meet the performance expectations of the OJT Employer. And, the employer, the trainer, the supervisor and the OJT employee agree that extraordinary efforts will be made to assist the OJT employee in learning to perform the job effectively and to earn long-term employment with the company.
- 5 - The contract specifies (a) the rate of pay and hours of training for the OJT trainee/employee, (b) the rate and maximum amount of reimbursement/compensation to the employer, (c) how the employer is to apply for, and receive payment from the Board. The contract allows the Board staff access to the facilities, the company's staff and access to documentation that is necessary to confirm compliance with the terms of the contract. The OJT Developer should notify the employer that once during the contract a staff person from the Board will be visiting the company to discuss the OJT Training plan with the supervisor and trainee and to look at the documentation supporting the requests for OJT reimbursements.

F. - IDENTIFICATION OF A SUITABLE CANDIDATE

In many cases an OJT Developer may have an employer express interest in hiring someone and no candidate is readily available. The first obligation is to find someone who is experienced, qualified and can fill the job without an OJT. However, it is also important to help Career Center clients, especially those in “priority of service” groups, find suitable employment.

If the situation is such that an OJT offers the best solution for filling the job opening, the challenge is to find someone with a skills gap who wants employment in the occupation. Some of the tools that are most useful in identifying related occupations and skill sets are:

- My Skill My Future - <http://www.myskillsmymyfuture.org/>
- My Next Move - <http://www.mynextmove.org/>
- My Next Move for Veterans - <http://www.mynextmove.org/vets/>

These tools are designed to be user friendly and have video tutorials to make getting the results you want quick and easy. These tools will give you generic job descriptions and compare occupations to show similar and divergent skills. This gives you a quick start on identifying the skills gap.

Once you have the list of related occupations that you believe are similar and have a skills gap differentiation that may work for an OJT, then the first step is to email information about the job opening and related occupations to all of the career counselors/client advisors in the local area's NCWorks Career Centers, WIOA program operators and WIOA partner organizations. In the best case they may be working with someone who fits your need. Ask the client advisors to refer potential candidates to you or to contact you to discuss potential candidates.

While it is important to serve career center clients whenever possible, conducting your own search for candidates who are registered in the NCWorks Online <https://www.ncworks.gov/vosnet/Default.aspx> system is also advisable.

If this process does not yield appropriate candidates within a day or two, you should contact the 'Employer Services' staff in the NCWorks Career Center and post the job on the NCWorks Online system. Be sure to get the employer's permission to post the job before doing so. When posting the job you must decide whether interested job seekers should contact you or the employer's designated representative. The Buncombe and Henderson County NCWorks Career Center sites also have Facebook sites for sharing information about jobs with registered and potential clients.

Print media effectiveness for recruiting continues to decline, but should not necessarily be ruled out. The use of massive recruitment sites like Craig's List, Monster, Career Builder, etc. should be used with caution. DO NOT DISCLOSE THE EMPLOYER'S IDENTITY WHEN RECRUITING ON JOB AGGREGATOR SITES UNLESS THAT IS THE EMPLOYERS SPECIFICALLY STATED DESIRE.

Assuming that the OJT Developer identifies some candidates who are potential referrals for direct hires or for an OJT, it is important that the OJT Developer conduct screening interviews to get further information about the client before recommending him/her the employer. The quality of the referrals to the employer is an important factor in establishing a relationship with the company.

Some of the primary considerations employers have about client referrals are:

- length of tenure in previous jobs
- reasons for leaving previous jobs
- whether the candidate is or is not concerned if they contact former employers

- why the candidate is interested in this job
- what relevant experiences and skills the client has to offer.

Assuming the OJT Developer has worked with the employer before and is familiar with the company culture, then observing the potential candidates demeanor and self-presentation skills is important. A very neat person is unlikely to fit well in a messy work environment. A laid back client may have difficulty in a fast paced, demanding work situation. At minimum, basic aspects of the company culture should be discussed in the screening interview.

NOTE: Some of the assessments, workshops and soft skills development tools discussed in the **1: THE OJT DEVELOPER RECEIVES/IDENTIFIES A CLIENT** section of this manual might be appropriate considerations before referring the candidate to the employer.

While the OJT Developer must not focus on the perfect candidate lest inaction becomes a problem, a really bad referral wastes everyone's time and energy. Poor referrals lead to disappointment for both the employer and the candidate and may cause the employer to be concerned about the OJT Developer's competence.

G. - THE SKILLS GAP ANALYSIS

The Skills Gap Analysis is a formal documented process of comparing a candidate's personal skills and experiences with the requirements of the job. The skills gap analysis involves comparing the candidate's resume and/or statement of skills in the NCWorks Online registration with the job description as provided by the employer or as it is developed in consultation with the employer.

The Skills Gap analysis is the primary justification for the use of WIOA OJT funds to assist the client in learning the necessary skills and in reimbursing the employer for the extraordinary costs of supervision and training. The skills gap analysis is the foundation for the OJT Contract Training Plan and the determinant for the length of training.

BOTH THE CLIENT'S RESUME OR SKILL STATEMENTS ON NCWORKS AND THE EMPLOYER'S JOB DESCRIPTIONS ARE DOCUMENTS THAT MUST BE RETAINED IN THE FILES AS PART OF THE SKILLS GAP ANALYSIS DOCUMENTATION. THE SPECIFIC TYPES AND SOURCES OF INFORMATION USED TO IDENTIFY THE SCOPE OF THE SKILLS GAP MUST BE INCLUDED IN THE PARTICIPANT'S CASE FILE AS A JUSTIFICATION FOR THE TRAINING UNDER THE OJT CONTRACT.

Note: Sometimes clients will inflate their skill sets/statements on NCWorks in hopes it will improve their job search opportunities.

The OJT Developer may use the tools referenced above (O*Net, My Skills My Future, EMSI, etc.) as further documentation for identifying the skills gap. The Skills Gaps should also be elaborated upon through discussions with the employer and the client. Case notes should document the pertinent details of these discussions.

To the extent practical skills gaps and training plans should contain skill statements and measurable performance expectations. These specific, measurable performance expectations are especially useful in gaging a OJT Trainee/Employee's progress toward proficiency in the job.

Section 2: Training Outline of the OJT Contract is where the final analysis of the skills gap is recorded. As stated in the Section 2 narrative "... the standard training hours are determined through the use of SVP Codes <https://www.onetonline.org/help/online/svp> . O*Net job descriptions always contain appropriate SVP Codes or an SVP Code range. While SVP Codes are a starting place for determining the length of the OJT training, the trainee's skills gap analysis will lead to a more accurate estimate of the required training time.

Since the minimum training time for an OJT is 160 hours (one month full time) anything below an SVP Code of 3 is not appropriate for an OJT Contract. However, if the client has a substantial disability then the assistance of a professional employment counselor with Vocational Rehabilitation may be needed to establish an appropriate training plan.

Also since the maximum OJT contract is 1,040 hours (6 months full time) SVP Codes of 5 and higher indicate training windows in excess of the maximum OJT Training time. It is important to remember that OJT is not an appropriate training activity for a client with no applicable skills. Also, it is important to recognize that jobs with SVP codes of 8 and 9 will only be appropriate for candidates with very significant related experience – but there still must be a clearly justifiable skills gap.

In many cases the SVP code and the Skills Gap Analysis conducted in consultation with the client and the employer may result in training periods in excess of the six months OJT Contract. In these instances some strategies may include:

- (1) an agreement with the employer that the client may not actually reach full occupational proficiency during the training period, but the client will be retained in employment if certain intermediate performance goals are reached;
- (2) short-term classroom training (e.g., computer skills classes, industry recognized certifications, etc.) may be a supplement to the OJT Training Plan; *NOTE: Decisions related to payment of wages to the client during classroom hours need to be resolved with the employer before these options are presented to the client. WIOA can pay for the tuition and books, and can reimburse the employer the OJT rate if the client is paid for classroom hours. However, local policy does not provide for payment from formula funds directly to clients during classroom training hours.*
- (3) OJT can be paired with a concurrent or sequential/follow-up registered apprenticeship program;
- (4) Depending on Local Board policy, the employer compensation rate may be increased as high as 75% (USDoL-ETA Training and Employment Guidance Letter (TEGL) # 3-15, July 1, 2015, Pg. 12) "based on the characteristics of the participants..."; "the quality of the employer provided training and advancement opportunities;" the size of the employer and "Other factors the State or Local boards may determine appropriate (e.g., ...wage and benefit levels..., and the "relation of the training to the competitiveness of the participant." **MY OPINION This potential increased level of OJT reimbursement to the**

employer should be a term of negotiation favoring the enhancement of the client's opportunities and not an "automatic offer" based on the size of the business.

NOTE: IT IS IMPORTANT TO DOCUMENT IN THE FILE AND ON NCWORKS THE REASON FOR AN OJT REIMBURSEMENT RATE HIGH THAN 50%.

Dislocated Workers frequently have substantial skills and work histories. This may result in shorter OJT Training contracts depending on the extent of the occupational transition. One objective to keep in mind with Dislocated Worker OJT's is the performance standards expectation that the WIOA services will result in an earnings level that is higher than, or closely approximating, their pre-dislocation wages.

Adults generally offer a mix of lower skilled, lower paying work histories and perhaps barriers to advancing their careers. Clients in the priority of service groups may require longer OJT's and more extensive training plans. In efforts to get Adult clients started on career pathways that will enable them to achieve "economic self-sufficiency", the OJT training plan may need to be at a higher reimbursement rate to help with the quality of training and supervision and to enhance the client's competitiveness.

Out-of-School Youth frequently have little or no marketable skills and either no, or limited work histories. Hopefully by the time they are ready of referral to the OJT Developer they have at least strengthened their basic educational skills or earned a high school equivalency; developed and Individual Employment Plan and successfully completed some training or certifications in an occupational skills program. Advocating for youth candidates is usually difficult in terms of convincing an employer to take a chance, but the OJT reimbursement and a well-designed training plan helps diminish the reluctance. The youth's attitude and commitment are absolutely key to the success of the OJT. Most of the termination and failed OJT's for youth are related to absenteeism, poor skills in relating to authority and a lack of understanding about the expectations of the "employment culture". To be successful the OJT Developer and the employer, trainers and supervisors must provide extraordinary guidance and training for most out-of-school youth participants.

NOTE: Youth participant OJT reimbursement rates are capped at 50% pending regulatory or policy changes at the federal level.

H. - THE DEVELOPMENT OF THE "TRAINING PLAN"

It is very important that the "Training Plan" section of the contract be developed in consultation with the employer, the supervisor and the assigned trainer. It is advisable to also include the OJT Client when practical. The Training Plan is the heart of the contract and its development is a negotiated process. If the skill development process is too rushed, the trainee may be judged as inadequate too soon. If the process is too slow the trainer and employer may become frustrated with the client's job performance.

The form for the Training Plan is Section 2: of the OJT Contract. The form is structured so that the “Job Skills Needed” are itemized and the “Standard Training Hours” are to be specified for each skill. While many of the “Job Skills Needed” may be the same even for different clients, the individualized Skills Gap Analysis should usually result in some of the skills to be learned being different for different clients.

The “Standard Training Hours” are to be based on the SVP codes and will usually be recorded as a range of hours. **NOTE: Actually the SVP Codes are based on learning the job as a whole, not for a specific job skill.** If more than one OJT Contract is made for the same occupation with the same employer, these Standard Training Hours should be consistent for each “job skill needed”.

The “Anticipated Training Hours” are best estimated by the supervisor or trainer who is familiar with training the new hires. However, since the OJT Reimbursement is for the “extraordinary training and supervision” necessary to get the client up to speed. In most cases the “Anticipated Training Hours” may be near the top of the Standard Training Hours range. Also, specific skills are usually taught as a part of performing a task that involves the sequential performance of multiple skills. So the Anticipated Training Hours are a guide that the employer, the OJT Developer and the client agree upon. These Anticipated Training Hours should also be expressed as a range of hours.

The “Estimated Start Date” will often be the date employment starts. However, the Estimated Start Date can vary by job skill needed since some skills may be based on the ability to successfully perform other tasks first. When practical it is best to organize the job skills needed in order of estimated start date.

The “Estimated End Date” is not a simple calculation of adding the Anticipated Training Hours to the Estimated Start Date. Because of the methods of training on-the-job and the nature of the job the Estimated End Dates can vary significantly. The Estimated End Dates create expectations related to the success or failure of the client to learn the skill in a timely manner. Do not make the estimated end dates too soon. Allow some extra time for the client to master the skill when possible. Do not make all of the Estimated End Dates coincide with the end of the contract (some dates should coincide with the last day of the contract or even extend beyond the end of the contract). Estimated end dates during the term of the contract are useful in assessing the OJT Employee’s progress. Just because the OJT Contract ends does not mean the client will have mastered all skills. The OJT has a limited six month training period. As the SVP codes indicate many jobs take much longer than that to learn.

I. REVIEW OF THE TRAINING PLAN WITH THE EMPLOYER AND THE CANDIDATE

Once the Training Plan is formally completed, especially if the OJT Candidate/Client was not involved in the development of the plan, a final review by all parties should be conducted. This emphasizes the importance of the plan to everyone involved and assures that everyone has a shared understanding of expectations. This is also the time to review the contract terms related to the OJT Candidate’s wage rate (or rates). Under the OJT Contract it is certainly allowable for the OJT Client’s wages to increase during the term of the contract if that is how other similarly situated employees are treated (e.g. 25 cent increase after 90 days), or if the clients performance reaches a predetermined benchmark. Be sure that:

- the hours of training are agreed upon,

- the employer's reimbursement rate is understood (overtime is reimbursed on the base pay rate, etc.) and
- the employer understands what hours should not be counted as training hours (e.g., paid time off is not counted; **time performing tasks that are not job related should not be counted since the client is not receiving training or practice that develops his/her job skills;** etc.).

Also, as mentioned above in the "Skills Gap Analysis" the rate of employer reimbursement can vary in accordance with factors set forth in **Attachment K: USDOL-ETA Training and Employment Guidance Letter (TEGL) # 3-15, July 1, 2015, Pg. 12 and WIOA Section 134 (c)(3)(H)**. Based on the State's or Local Board's policies the rate of employer reimbursement for Adults and Dislocated Workers can range from 50% to 75% based on one or more of the following factors:

- “- The characteristics of the participants (e.g., length of unemployment, current skill level, and barriers to employment);
- The size of the employer (e.g., small and medium-sized business often have more barriers to participation at a lower reimbursement rates);
- The quality of the employer-provided training and advancement opportunities; and
- Other factors the State or local boards may determine appropriate (e.g., the number of employees participating in the training, wage and benefit levels of the employees (both pre and post participation earnings)), and relation of the training to the competitiveness of the participant.”

NC Division of Workforce Solutions Policy Statement Number: PS 04-2015 (July 8, 2015) while basically reiterating TEGL 3-15, provides some further state policy elaboration on the size of the employer: “ Up to 50% for employers with 251 or more employees; Up to 75% for employers with 250 or less employees”

It may be expected that Adult priority of service groups (i.e., clients with basic skills deficiencies and perhaps public assistance recipients) might need additional assistance (i.e., higher wage reimbursement rates to the OJT Employer) to increase their “competitiveness” for employment. That is a local board policy decision.

Once the details of the OJT Contract have been negotiated **State Law (??)** requires that contracts be pre-audited by the funding agency to assure that funds are available and the terms of the agreement are acceptable and allowable under the rules and regulation of the funding source.

J. - PRE-AUDIT

The OJT Developer creates a draft OJT Contract (see **Attachments A, B, C and D**) that includes numerous provisions such as:

- the effective start date for the participants training;
- the wage rate(s) for the participant/employee during training;
- the OJT reimbursement rate to the employer for the extraordinary costs of training and supervision;
- the duration (in paid work hours) of the training;
- the maximum available total reimbursement to the employer under the contract;
- the projected contract end date of the contract;
- the training plan and
- the Terms and General Assurances, etc.).

Once the draft contract is completed it is presented to the Workforce Board Director and the appropriate Finance Officer for the Land-of-Sky Regional Council for pre-audit and concurrence before presentation to the OJT Employer for signature.

Since the OJT Developer should be keeping the Director informed about the progress of developing the OJT Contract and the qualifications of the client(s) during the process of developing the draft contract, there are usually few concerns to be resolved at the pre-audit stage. However, the OJT Developer needs to anticipate (or resolve in advance) any scheduling conflicts that may arise with the director or the finance officer.

At the time of the Pre-Audit a Contract number is assigned base on the numbering system instructions presented below in Attachment ??.

K. - PRESENTATION OF THE CONTRACT TO THE OJT EMPLOYER

Once the pre-audit is completed and the OJT Contract is endorsed by the Finance Officer and the Workforce Board Director, the OJT Developer presents the final contract to the employer and the businesses' authorized signatory official. Note that the OJT Trainee/Employee and his/her supervisor are also signatories to the contract. Two copies of the contract are signed with original signatures. One original is kept by the employer and the other original is kept by the Workforce Board's Finance Office. The OJT Developer keeps a working copy of the contract and (if asked) may want to provide the OJT Client with a copy.

Be sure that the OJT Client, his/her trainer and the employer have your contact information and encouragement to call you if any performance, learning or behavioral issues emerge.

Once the contract is signed and the candidate is ready to begin the first day of work. The candidate becomes an employee of the business and is entitled to all the rights and benefits associated with employment with the company.

Employer Requests for Reimbursement (i.e., Invoices)

This is also an opportune time to review the process for the employer to invoice the Board for the reimbursement of the OJT costs (see Attachment F: On-the-Job Training Wage Expenditure Report and Reimbursement Request). The employer and his/her finance officer should get electronic copies of this Excel spreadsheet form. This form has many formula calculations to make the completion of the form convenient and to reduce errors.

The OJT Developer should fill-in and save the following fields on the form before giving the electronic copy to the employer: Employer (name); Address; Participant (name); Date Employed; Contract Number; Total Training Hours; Total Reimbursement; Contract End Date; Base Pay per Hour; and the Contract Reimbursement Rate. These fields should be formatted as protected cells and the file should be named and saved so that it can be easily distinguished as specific contract with a specific employer for a specific OJT Trainee/Employee. If there are multiple OJT Trainee/Employees on a contract this form should be individualized and saved for each client. NOTE: The Employer Name on this form should be the same as what the employer wants the reimbursement check to be "made payable to".

All the employer has to do to complete the On-the-Job Training Wage Expenditure Report and Reimbursement Request form is to enter:

- the Invoice Date,
- the Invoice # (i.e., 1,2,3, etc.)
- the pay period dates
- the hours worked for each pay period (regular hours, overtime hours and paid time off must be entered separately) NOTE: The formulas in the spreadsheet will calculate the regular hours plus the overtime hours times the base pay and times the reimbursement rate to calculate the amount of the “Requested Reimbursement”)
- the form is to be printed and signed
- Signatures by the appropriate employer representative and the OJT Employee are required.

Remind the appropriate parties that when submitting the On-the-Job Training Wage Expenditure Report and Reimbursement Request form that it should be accompanied by a timesheet and some form of proof of payment to the employee (e.g, pay stub or payroll records).

It is preferred that the OJT Developer receive all invoices (i.e., reimbursement requests) from the employer. The OJT Developer must check the calculations to be sure that the formulas haven't been changed and record the invoice information on the Excel “ OJT Control Sheet” (Attachment G). The OJT Developer must keep a separate OJT Control Sheet for each OJT Client. In addition to entering the contract number and information at the top of the form (i.e., Employer Name, Trainee Name and Contract Period) the OJT Developer must enter the “Total Hours Allowed”. When the information for each invoice is entered, the formulas will calculate the Training Hours Reimbursed and “Training Balance” in hours and funds. Double check the calculations to be sure an error has not been made.

The OJT Developer then submits the Invoice with the accompanying documentation and a copy of the OJT Control Sheet to the Director for the approval of payment. The Director sends the form to the LOSRC Finance Office for Payment. Payment of the invoice may take as long as two weeks.

L. - FOLLOW-UP VISIT

While it is usually useful to call the OJT Employee after a few days to get an idea about how he/she is adjusting to the job. Also, calling the trainer to get a status check is advisable after a several days. However, an on-site visit to discuss early progress should be conducted no later than within the 3rd week of the contract and again monthly thereafter. NOTE: Picking up an invoice is a good reason to make a visit.

It is important for the OJT Developer to recognize (and perhaps discuss with the trainer) that there are many styles of training and learning. Some trainers are very curt and demanding and get exasperated with people who don't learn quickly. Others are perhaps too patient and tend to jump in and help perform the tasks without letting the client struggle through the process and find his/her own ways of adapting. While the OJT Developer doesn't want to tell the trainer how to do the job, some discussion of the trainers techniques and practices may prove helpful. Similarly, most trainees learn best with demonstrations, tips and diminishing assistance over

time. Hopefully, trainers will also encourage co-workers to be supportive. Expected pace and the “costs of mistakes or substandard work” may be intimidating to clients while they are in learning mode. In some cases this pressure is unavoidable and the trainee must adjust, in other cases the trainer may need to facilitate the completion of critical tasks until the client can achieve consistent results.

The OJT Developer’s skills in problem solving, employment counseling, reassurance and mediation will be tested on-the-spot in many OJT scenarios. The OJT Developer must know, or quickly find out, where to get the assistance he/she may need to resolve issues. Remember your supervisors, co-workers at the Career Centers and your business services counterparts (locally or in other regions) can be great resources.

Case notes on Follow-up visits should be entered in the NCWorks system after every visit.

M. - INTERIM OJT EMPLOYEE EVALUATIONS AND PROBLEM RESOLUTION

At least once during the contract the OJT Employer, the assigned OJT trainer, the supervisor and the OJT Developer should conduct a formal interim progress evaluation of the OJT Employee (see Attachment E). It may be useful for the employer, trainer and OJT Developer to discuss the evaluation results before the evaluation is presented to the client. This offers an opportunity to encourage adjustments in the training plan, instructional methods or other aspects of the process that may improve effectiveness. Thus, if the client is not meeting expectations, some practical solutions can be developed and presented to the client along with the results of the evaluation.

To ease the paperwork burden on the employer, the OJT Developer should fill in the following fields on the **On-the-Job Training (OJT) Contract: Trainee Evaluation** form and send electronic copies (or hard copies as appropriate to the OJT Employee’s Supervisor and/or trainer: - OJT Company Name; Trainee Name; OJT Supervisor Name; Skill Objectives from the Training Plan (add additional sheets for Skill Objectives as necessary). The source for this form is NC DWS Policy Statement Number: PS 04-2015, July 8, 2015: Attachment J).

It is important to remember that many mid-sized and larger companies will also have their own internal evaluation procedures. While the supervisor or trainer who completes this form may see it as a duplication of effort, this form is necessary for the Board’s OJT Records. This form is designed to take minimal time on the part of the supervisor or trainer. However, it is very important that “Comments” be included at the bottom of the form – especially if the OJT Employee receives any unsatisfactory ratings on any skill area. These comments should include approaches/solutions that will help the OJT Employee improve performance during the following weeks. The comments should be written on the form (and/or attached) before the Employer, Supervisor and Trainee sign and date the form. **NOTE:** This same performance evaluation form is designed to be used as the final evaluation at the close of the contract. Therefore, the original should be kept by the OJT Developer and copies should be provided to the signatories.

OJT Contract Modifications

While OJT Contract Modifications can become necessary at any point during the contract term, the midpoint evaluation may be an appropriate time to assess the need for changes to the contract. An OJT Contract modification might become necessary if the OJT Trainee receives an increase in wages, or if the company wants to reassign the OJT Employee to a different job, or if a delay in training occurs because of factors beyond the control of the OJT Employer, supervisor, trainer or OJT Employee. If the modification involves a change in the financial terms of the contract (other than the cancellation of the contract), then a pre-audit of the modification is required (see instructions above).

A request by the employer to extend the OJT Training hours and the amount of the total reimbursement presents a difficult dilemma. The OJT Developer does not want to “short-change” the OJT Employee’s opportunities to retain the job, but adding time and expense to the contract requires justification and some reasonable assurances that the OJT Employee will be successful in retaining the job upon completion of the extension. The OJT Employer must offer specific changes in the training process or job duties/advancement that justify the additional unplanned expense. Any proposed changes of this nature should involve the Workforce Board Director’s input.

N. - FORMAL CONTRACT MONITORING

The Workforce Board’s compliance staff member (not the OJT Developer) makes a formal monitoring visit to the employer’s worksite at some point near the middle of the OJT contract. During this visit the monitor discusses the contract and conducts interviews with the employer and/or the assigned supervisor and the OJT Trainee. (See Attachment H: **On-the-Job Training (OJT) Contract: Monitoring Tool**).

The OJT Developer, after consulting the Board’s Compliance Staff Member, should be the one to schedule the monitoring visit with the employer. While the OJT Developer may accompany the Compliance staff member on the visit and provide introductions, the monitoring interviews should be conducted in private between the monitor and the trainee and the monitor and the supervisor.

The contract monitor cross checks documentation related to hours worked and invoices submitted by the employer to the Workforce Board for payment. This monitoring visit provides third-party, independent confirmation that the contract is functioning as intended and that supporting documentation for payments and invoices are in order.

Any material findings are reported to the Director immediately. A brief monitoring report is provided to the director and to the Board’s OJT Developer. If necessary, it is the OJT Developer’s and/or the Director’s responsibility to resolve any issues of concern. In the case of serious issues, the monitor may be scheduled to conduct a follow-up visit to assure that any required “corrective actions” have been taken.

O. - CLOSING THE CONTRACT

At the end of the contract the OJT Developer must visit the employer and complete the **On-the-Job Training (OJT) Contract: Trainee Evaluation** form “Final Evaluation of Skills”. If

appropriate, be sure to ask the employer to check the box below the signature block that states: "Having satisfied the requirements of the training plan, employment continues on an unsubsidized basis."

Whether the contract is successfully completed or not, the contract closing document (i.e., **On-the-Job Training Contract Termination Document – see Attachment I**) must be given to the employer. This document provides for the acknowledgement of contract completion by the employer, and provides a brief final overview of the employer's assessment of the experience. The OJT Developer should ask the employer to mail his/her completed response to the Director at the address on the bottom of the form. Ideally, the form should be accompanied by a self-addressed stamped envelope. This is another indication of the OJT Developer's willingness to minimize the company's paperwork.

SECTION II: ADDITIONAL TOPICS OF IMPORTANCE

A. – Ineligible Occupations

Under WIOA/OJT, occupations for which contracts will not be approved are:

1. Occupations dependent on commissions or gratuities as the primary source of income;
2. Intermittent and/or seasonal occupations;
3. Occupations requiring a license as a hiring prerequisite (extraordinary training not required); and
4. Occupations with Specific Vocational Preparations levels of one (1), nine (9), or ten (10). **EXCEPTION: Occupations with an SVP level of "one" may be approved as suitable for training with a training period of 160 hours if included in contracts that offer reasonable employment opportunities for applicants who might not otherwise be employed (e.g., individuals with substantial disabilities, ex-offenders or residents of halfway houses in preparation for their transition into the community). The participant's Individual Employment Plan and objective assessments must clearly indicate that this is the most appropriate option for the attainment of the participant's employment goals. SVP levels of "nine" and "ten" are indicative of high professional level jobs that do not warrant extraordinary training.**

B. – Potentially Ineligible/Unacceptable OJT Employers:

It is the OJT Developer's responsibility to conduct a review of the OJT employer's acceptability as a potential trainer of WIOA participants.

No individual (neither new hire nor incumbent) may enter an OJT position if a member of his/her family is engaged in an administrative capacity with the OJT employer, including a person with selection, hiring, placement or supervision responsibilities for the OJT trainee.

An employer may be prohibited from entering an OJT Contract. Conducting OJT Contracts with these employers risks “disallowed costs and repayment of funds spent.” For example, the employer is:

- on the debarred and suspended list (consult the System for Awards Management <https://www.sam.gov>);
- the employer has relocated the business into the area and employees at the original location are still on layoff, and 120 days of operation have not yet passed; or
- the employer has repeatedly failed to complete previous OJT contracts and/or failed to retain WIOA participants in employment after the contract was concluded.

Some OJT contracts may be unworkable because:

- the employer cannot provide a qualified supervisor to oversee the training;
- the worksite is too dangerous or involves unacceptable exposure of participants to hazardous substances;
- the employer has a reputation in the community for unethical business/employment practices;
- the business may be in serious financial or contractual difficulties, etc.

NEG Grants and other funding sources may prohibit OJT’s for recreational sites, gambling casinos, and other specified business sectors. Be sure to check the funding source’s policies.

C. - OJT Employer Responsibilities

OJT Employers will be responsible for implementing and fulfilling the terms and requirements of their contract. Employers are expected to provide sufficient orientation to OJT participants concerning the work-setting, physical surroundings, company policies, etc. as is necessary to enhance their adjustment to, and retention in, training and employment.

The OJT employer must provide adequate supervision and all necessary equipment and materials to enable the participant to successfully learn the skills required. It is important to determine how much experience the person responsible for training the participant has in successfully training other employees. Often when the trainer lacks experience, or feels the trainee may be a threat to take his/her job, the training will be poor and the participant will not have a fair chance to succeed.

Although the OJT employer may procure training services to assist in the preparation of OJT participants for continued employment with the company, the Board shall not be party to those contracts nor reimburse the OJT employer any costs associated with the procurement and operation of those training services. OJT employers should take appropriate action to assure that organizations participating in the provision of training services have the expertise, staff and general capability to deliver those services effectively.

The On-the-Job training portion of the OJT contract must be conducted by the OJT employer at the work site. Under certain circumstances OJT participants may be

temporarily scheduled to participate in classes and training components at other locations. If this occurs the location of these off-site training should be included in the OJT contract training plan. Reimbursement to the OJT employer for off-site training is conditional on the employer's policies regarding required participation and payment to the participant during the off-site training. If the OJT participant is paid the full hourly wage during the off-site training, then OJT wage reimbursements will be paid to the OJT Employer.

Employers must carry Workers' Compensation Insurance and make federal and state tax withholdings as required by law. In addition, the individual trainee payroll tax records must be maintained and available for review for a minimum period of three years after the end of the training period.

Trainees in positions that are paid a salary (versus an hourly wage), are considered non-exempt during the OJT and must be paid overtime for hours worked over 40 hours per week.

The OJT Wage Expenditure Report should be submitted monthly with adequate support documentation to include the OJT employer's payroll document and **signed** participant's timesheet. Thus, for those employers paying on a weekly basis the wage expenditure report will usually cover four pay periods (occasionally five pay periods), while those employers paying on a semi-monthly or bi-weekly basis would submit a wage expenditure report covering two pay periods.

Phil Monk 7/28/2015 11:00 AM
Deleted:

1. Orientation

Orientation will be provided to each WIOA participant by the OJT employer's designated staff person and the WIOA OJT Developer. Each OJT participant, at a minimum, will be acquainted with job factors (responsibilities, employer expectations, training schedule, performance goals, wage rate, fringe benefits, work schedule, relevant employment policies and the number of hours expected to work and/or attend training, the place of employment; the individuals and job titles of the respective trainers and supervisors, grievance procedures, and civil rights.

The WIOA OJT Developer should be sure the OJT Participant has his/her contact information and is encouraged to call if problems arise. The OJT Developer should review, as appropriate, available supportive services, any positive work habits that may help the participant avoid problems and make a favorable impression on his/her supervisor and employer.

2. Wages, Benefits and Working Conditions

A participant hired under an OJT Contract will be paid at the rate stipulated by the OJT employer in the Contract. That rate may not be less than the Mountain Area Workforce Board's minimum OJT wage rate (\$9.00 per hour). One important objective of OJT is to secure long-term employment for adults and dislocated workers, it is also important that they be paid beginning wages consistent with prevailing area wages. If the OJT position

involves collective bargaining agreements (see item I below). For the OJT Statewide Initiative, the State may set a suggested wage average as a benchmark.

Unless significant countervailing circumstances apply (usually involving a participant's barriers to employment), the Mountain Local Area has approved \$9.00 per hour as the minimum wage for which OJT Contracts will be approved. There is currently no wage cap for formula funded OJT Contracts, but the Director must review and approve all OJT Contracts during the pre-audit phase, or before. The OJT Developer must keep the Director informed about pending OJT Contracts well in advance of the Pre-Audit phase.

There are often Wage caps for National Emergency Grant funds and State Set-Aside OJTs. It is the OJT Developer's responsibility to find out what these wage caps are.

3. Union Concurrence

If a collective bargaining agreement in effect at a work site for which a WIA/OJT proposal is being considered, the employer must affirm union concurrence with regard to the OJT position and the pay rate. An OJT Contract will not be awarded to a company involved in a labor dispute.

4. Reporting and Payment

The OJT Employer will submit an OJT Wage Expenditure Report and Reimbursement Request to the Board no later than 15 days following the end of the report period (usually the end of the month). 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 Board. The Employer's failure to submit the final wage expenditure report and close the contract within 60 days of the end of the contract may result in denial of payment by the Board.

- a. Payment shall be based on the hours actually 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 Employer's signatory official. The agreed upon wage reimbursement rate shall be paid for hours the participant is engaged in employer required classroom training only if the participant is paid by the employer for hours of participation in the required training. 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 the contract.
- c. Employers shall maintain records (business receipts, payroll, and other records) sufficient to support all payments.
- 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 Request and wage support documentation to the Board for payment.

Barbara 7/26/2015 12:28 PM

Deleted: 3) .251 and over

Phil Monk 8/4/2015 4:42 PM

Deleted: indicate

Phil Monk 8/4/2015 4:44 PM

Deleted: -

Barbara 7/26/2015 11:44 AM

Deleted: and

Barbara 7/26/2015 11:43 AM

Deleted: R

Barbara 7/26/2015 11:43 AM

Deleted: R

Barbara 7/26/2015 11:44 AM

Deleted: R

5. **Recordkeeping**

OJT employers will maintain records (signed time sheets or time cards, payroll registers, documentation of participant compensation, etc.) to substantiate all claims for reimbursement. The OJT employer should maintain a file with copies of the OJT Pre-Award Analysis, the OJT Contract, Training Plan, and Trainee Evaluations and have the OJT participant's I-9, W-4, W-2 and NC-4 available. Record keeping is treated more fully in the section on Reporting and Recordkeeping. Records must be retained by the [Local Area](#), its authorized program operators and the OJT employers for a period of at least three (3) years from the date upon which the last payment is received.

D. – Employer Marketing Materials and Strategies

OJT marketing materials should be compartmentalized. While “Incumbent Worker OJT” should have distinctive (i.e., separate but compatible) marketing materials, it will often be useful to market traditional OJT and Incumbent Worker OJT together when meeting with employers.

The OJT Program is most beneficial to an Employer when it is combined with one of more of the many compatible programs:

- Registered Apprenticeships;
- Veterans Employment and Training Services and Veterans Apprenticeships;
- Work Opportunities Tax Credits,
- the Federal Bonding Program,
- Youth Work Experience,
- Short Term Training (for “industry recognized credential”),
- Transitional Work Experience (for long term unemployed Adults).

However, combining all of these options or opportunities into one marketing item leads to confusion, because each program has its own qualifications and procedures. Separate concise fliers, brochures and electronic media that are visually compatible (in color and design) with the OJT Marketing materials should be developed for these other program options. Electronic versions of all marketing materials should be available to serve as email attachments and/or as URL references. Each program's materials should contain a brief description of the program's features, an explanation of how it works with OJT, and a concise explanation of the regulatory limitations for the program. To the extent possible the materials should avoid jargon and acronyms.

Marketing materials cannot be relied on as a “stand alone” strategy for marketing OJT. Presentations, web sites, Facebook pages and other social media must be part of a comprehensive marketing strategy for OJT and the other WIOA program of interest to employers. OJT Materials can serve well as handouts in presentations to groups of employers or as “leave behinds” after personal meeting with employers.

One of the most important uses of the OJT marketing materials is to inform the staffs in workforce and economic development organizations including the career centers, program operators, program partner agencies. The OJT Developer should be sure that all WIOA colleagues have an operational understanding of the OJT Program. These workforce development professionals have frequent contact with employers and clients and can be extremely valuable in conducting an effective OJT Program.

Having endorsements from employers who have used OJT and the other compatible programs is a very important marketing asset. Board members and other business people associated with the workforce system must also be provided materials and information to help them market OJT when opportunities arise.

While the actual development of the OJT Contract must be completed by specifically trained and approved OJT Developers, career center staff, partners and program operators may help in finding appropriate OJT opportunities for their clients and candidates for OJT opportunities.

Participants can also be actively involved in the search for appropriate OJT opportunities. However, generally participants should not market themselves to employers as potential OJT trainees. Getting the facts wrong or leaving out important matters may lead to misperceptions and can damage a potential employer relationship before it can be properly developed.

E. - The Contract Negotiating Process

The ability to negotiate good contracts grows with experience. The art of selling and negotiating is crucial to the development of quality OJT contracts. The WIOA OJT Developer's keys to success are: knowing the program, maintaining flexibility to meet the employer's needs, understanding the employer's business culture and processes, and displaying enthusiasm.

First, the jobs suitable for OJT contracting must be identified. The OJT Developer should review the ONET job description for each position and be familiar with the Specific Vocational Code (SVP) recommended training period before questioning the employer about the time required to train entry-level employees in each occupation. The BSR should also request and study the job description provided by the employer.

Sometimes the bureaucratic nature of the "Terms and Assurances" and employer responsibilities cause employers to become reluctant. The OJT Developer must find opportune times to tactfully cover these subjects. It is generally best to cover these topics individually or in small batches as the conversation permits. Raising these matters all at once will confuse and concern most employers. Having the permission from previously successful OJT employers to share the contact information as references can be most helpful if an employer becomes too reluctant.

Phil Monk 8/4/2015 5:13 PM
Deleted:

Barbara 7/26/2015 12:24 PM
Deleted: 'Net

Negotiate the training period based on knowledge of the job, experience with other employers in the area, budgetary limitations and observations at the worksite. Agree on a training time that is reasonable for the employing establishment but that does not exceed the allowable limits or budgetary constraints. The guiding principle is to allow enough time for participants to become productive and valuable employees for the company, yet keep the length and cost of training as low as is practical.

If the negotiations reach an impasse, buy time by telling the prospective OJT employer you must consult with the Director. Don't be afraid to walk away from a potential contract, but if you do, express regret about the outcome, thank the employer for taking the time to meet with you and to teach you about his/her business and offer to try again when another opportunity arises.

Once the agreement to contract has been reached, the WIOA OJT Developer should be fully prepared to provide the employer with a completed contract form for signature within a day (or two at the most).

Factors to Discuss When Negotiating an OJT Contract:

Cost and training time are the most critical aspects of the negotiations, but other factors are important also.

- Is the training plan thorough?
- Is the trainer qualified and can he/she devote adequate time to training?
- What is the employer's planned method of training and is it satisfactory?
- Is the worksite safe?
- What is the employer's schedule and process for performance evaluations?
- Can any special provisions or adjustments be made if a participant's performance is not progressing on schedule?
- Is release time, or paid work time, provided for participants or new hires to attend relevant training/education classes?
- Are new hires (and WIOA participants) required to buy any tools, equipment, supplies, books or uniforms in order to be employed with the company?
- Is the employer's pay and fringe benefits competitive?
- Are chances for advancement within the company good for participants who fill the positions?
- What is/are the turnover rate(s) for the position(s)?

F. – PREPARING A WIOA/OJT CONTRACT PROPOSAL

*Note: This section does not apply to the OJT Statewide Initiative. The Statewide Initiative must use the forms found in **Attachment J: (NCDWS Policy Statement PS 04-2015)** of this manual.*

Attachments A through I are instrumental forms in the process of developing and completing a WIOA/OJT contract. **Attachments B, C, D and E comprise the actual OJT Contract.**

Attachment A: Pre-Award Analysis is a required form that the OJT Developer must maintain in the permanent OJT Contract file.

Attachment F: OJT Wage/Expenditure Report and Reimbursement Request is an Excel file that should be provided to the appropriate person (usually a payroll clerk or finance/accounting officer) in the employer's administrative operations. (see

Attachment G: OJT Control Sheet and **Attachment H: OJT Monitoring Tool** are internal control documents that are to be maintained in the permanent contract file by the OJT Developer.

An electronic copy of the OJT Control Sheet may be helpful for the OJT Employer's staff person who will be submitting the reimbursement requests to track invoices and receipts.

Attachment B: On-the-Job Training (OJT) Contract: Employer Agreement is the cover sheet and the signatory for the contract. This is the basic document which serves to bind the contracting parties. It provides, among other things, an agreement that the Employer will render specific services and that the Board (WIOA) will make payment for those services. A person with appropriate authority must sign this agreement for the Employer. The WIOA LA Director will sign for the Mountain Area Workforce Board. In cases where an agency is acting as a Program Operator under contract with the Mountain Area Workforce Board to develop OJT contracts, an authorized representative of the Program Operator will sign the OJT contract with the OJT employer.

Section 1: Contract Information

A. **OJT Contract Numbering System:** Mountain Area Workforce Board staff maintains a register of contracts by contract number. The office registry is a sequential listing of Contract Numbers by Program Year. The Contract number contrived by:

- 1 - Two digit Program Year code:
e.g., July 1, 2015 – June 30, 2016 is Program Year 16
- 2 - The four digit WIOA Fund Code:
2020 = Title I Adult (formula funds)
2030 = Title I Dislocated Worker (formula funds)
2031 = State Set-Aside Dislocated Worker Funds
2040 = Title I In-School Youth (formula funds)
2041 = Title I Out-of-School Youth (formula funds)
- 3 – The two digit Local Area Code:
Mountain Local Area = 61
- 4 – the two digit sequential code for each contract written during that Program Year (e.g., 01, 02 etc.)
- 5 – A code distinguishing the OJT Employers sector status:
private sector (11)
public sector (12)
non-profit (NP)

Example: The Contract Number for the third contract in Program Year 2015-16 for an Out-of-School Youth working for a private sector employer would be: 16-2041-61-03-11

- B. WIOA Agency Information: Enter the WIOA OJT Agency or the “Mountain Area Workforce Development Board”, the agency representative is the signatory official (the Director) and enter the phone number and email address for the agency representative.
- C. OJT Employer Information:
- Enter the OJT Employer’s formal business name as it should be written for “make checks payable to”
 - The Employer’s Federal ID Number as assigned by the Internal Revenue Service
 - The Business Address where checks and correspondence should be sent
 - Enter Employer Representative’s Name (the contact person that is most knowledgeable about matters related to the contract and who is authorized to make decisions related to the contract) Title, Phone number and email address.
- D. Contract Start Date And Contract End Date: The start and end date for the OJT Contract. The effective date must be on or before the first date the WIOA/OJT participant begins work for the employer. The end date should allow some extra time for unexpected delays in the completion of training resulting from illnesses, holidays and unexpected work stoppages.
- E. Fund Source: The fund source for the Contract is determined by the OJT Participant’s eligibility and by the funds available. Sometimes clients are eligible for more than one WIOA funding category. For Example a 24 year old, low-wage earner who was laid off may be eligible as a Youth, Adult or Dislocated Worker. If the client is already enrolled in one of the funding categories, then that funding source must be used. However, if the OJT Developer is enrolling the client it is wise to consult the Director about which fund source should be used to pay for the client’s training. The funding source has implications for budget, performance standards, allowable reimbursement rates for OJT employers, services available to the client (e.g. youth work experience) etc. The fund source for the OJT must be entered on the OJT Employer Agreement so that the Pre-audit can be performed by the LOSRC Finance Officer and the budgets can be updated. Note: The fund source should be consistent with the contract numbering system discussed above.

Section 2: Contract Agreement

This narrative section has two blanks that must be completed – the employer’s legal business name and the percentage of wage reimbursement.

- **This contract is entered into between The Mountain Area Workforce Development Board, hereinafter called the Board, and (the employer’s legal business name), hereinafter called the Employer.**
- **The percentage of “base wages” (i.e., the basic hourly wage not including paid time off, overtime premiums, commissions, bonuses or shift premiums) cannot be higher than 75%. The funding source sets the percentage by policy (i.e., the Local**

Barbara 7/26/2015 11:58 AM
Deleted: c

Workforce Board for local/formula funds, the NC Division of Workforce Solutions for State Set-aside and National Emergency Grant funds). The policies governing percentages for WIOA funds are established by WIOA sec. 134(c)(H)(ii) and NPRM (680.730). Consult the Workforce Board Director about the percentage for each contract before offering the employer a percentage for reimbursements.

Section 3: Authorized Signatures

1- Amount of the On-The-Job Training Contract: \$ _____
The amount entered is the maximum amount to be allowed for reimbursement to the employer in exchange for the extraordinary costs of training and supervision. This is equal the percentage of hourly base wages times the number of agreed upon training hours. The amount proposed is subject to the approval of the Workforce Board Director and the required pre-audit by the Land of Sky Regional Council's authorized finance officer. The pre-audit must precede the signing of the contract.

Section 4: Contract Agreement Modification, if applicable

In most cases the space allowed for the modification of the Contract agreement will remain blank. However, if the Board and the Employer have agreed to changes in the basic contract, these changes should be clearly explained in the space allowed. Also, the reason for the modification must be recorded.

The completion of the signature blocks is self-evident. However, be sure the date signed for both parties and the LOSRC Finance Officer are on, or before the effective date (i.e., the Contract Start Date) above). This section contains the certification that all terms, conditions and general assurances have been agreed to as well as the certification that the information contained in the contract is true and correct on the part of both parties to the agreement.

Contract Modification:

If, after the contract is originally executed, contractual changes become necessary and are mutually agreed to by the Board and the Employer, then the information regarding the changes and the reasons for the changes must be clearly stated and signed by both parties. If the changes result in a change in the funds committed under the contract, then the pre-audit must also be signed by the LOSRC Finance Officer. Even if there is a reduction in funding the pre-audit is necessary so that the LOSRC Finance Officer can keep track of the WIOA funds committed (i.e., under contract).

Attachment C: WIOA/OJT CONTRACT TERMS AND GENERAL ASSURANCES

The Contract Terms and Assurances are the laws, policies and procedures that both parties agree to abide by in the contract. The laws and regulations referenced are required for all federally funded contracts and are usually required of businesses in general. The state and local procedures and policies are included to provide a mutual understanding of how WIOA requirements can be met and how transactions can most effectively be conducted.

Attachment D: On-the-Job Training (OJT) Contract: Training Plan

A Contract involving multiple OJT Trainee/Employees must have a separate training plan for each participant.

Section I: General Information

The Job Title entered should be the title as specified by the employer and as stated on the Job Description for the OJT Trainee/Employee's position. It may or may not coincide with the O*Net Job Title. However it is the OJT Developer's responsibility to be sure that the O*Net Code selected is the best available Code to match the skills as specified on the OJT Trainee/Employees' job description.

The SVP Code (Specific Vocational Preparation) code should come from the O*Net job description. Sometimes the O*Net expresses SVP codes as a range of time periods because employer may have more or less duties, tasks and skills assigned to the job. The OJT Developer should use professional judgement and select the most appropriate SVP Code based on the job demands as presented in the Employer's job description for the position.

Hourly Starting Wage and Hourly Ending Wage these values are established by the employer for similarly situated employees. Local Board policy does not allow OIJT Contracts for positions paying a base wage of less than \$9.00 per hour. It is not uncommon for the base wage to change during the term of the OJT Contract. If it is known that the base wage will increase at some point during the contract, enter the expected base wage that the OJT Trainee/Employee is expected to be earning at the end of the contract.

Reimbursement Percentage cannot exceed 75% and is determined by the policies of the WIOA Funding administrator (i.e., the Local Board or the NCDWS). Be sure to consult the Director before offering a percentage to the Employer. The percentages can be up to 50% or up to 75% based on local policy and funds available.

Reimbursement Rate equals the hourly starting wage multiplied by the Reimbursement Percentage. This is the amount per hour that the Employer will be reimbursed for training the OJT Trainee/Employee.

Maximum Training Hours are the number of hours negotiated with the Employer based on the Training Plan as specified in Section 2: Training Outline. Be sure that the maximum training hours entered are justifiable based on the Skills Gap Analysis and the Job Skills Needed – Anticipated Training Hours in the Training Outline.

Maximum Reimbursable Amount equals the Reimbursement Rate multiplied by the Maximum Training Hours. **EXCEPTION:** If the base wage is scheduled to change during the OJT Contract period, the calculation must be adjusted and presented in **Section 4: Contract Agreement Modification** of the OJT Contract: Employer Agreement.

For example: *The contract is for 1040 hours (140 days) at a wage of \$10.00 per hour and a 50% reimbursement rate. The Employers policy is that similarly situated employees are increased to \$11.00 per hour after 90 days (720 hours). The OJT Developer must calculate the adjusted Reimbursement Rate and the adjusted Maximum Reimbursable Amount:*

$$\begin{aligned} \$10 \times 720 \text{ hours} \times 50\% &= \$3,600 \\ \$11 \times 320 \text{ hours} \times 50\% &= \$1,760 \\ \text{Maximum Reimbursable Amount} &= \$5,360 \\ \text{Reimbursement rate} &= \$5,360/1040 = \$5.15 \text{ per hour} \end{aligned}$$

Company Name, Address (where correspondence and checks are sent), Trainee Supervisor, Title, Phone and Email are all self-evident fields to complete. Employer Representative Name should be the person designated as the contact person who will work closely with the Workforce Board's OJT Developer as the contract progresses. The Board OJT Representative's name and contact information should be entered. Check the appropriate Pay Schedule box. And enter the Ratio of Trainees to Supervisors usually "1 to 1". The ratio only varies for multiple participant OJT contracts. Sometimes a Trainee may have more than one supervisor. If so the OJT Developer and the client need to resolve differences if the client is getting conflicting or inconsistent training/instructions. **Note: Ignore the "Pay Day" and "Period Covered" boxes.**

Enter the benefits that the OJT Trainee/Employee will receive in the Benefits Available (list) box. These benefits should be the same as "similarly situated" employees.

Section 2: Training Outline

The Completion of the Training Outline is discussed more completely above in section **H. - THE DEVELOPMENT OF THE "TRAINING PLAN"**.

Section 3: Authorized Signatures (Training Plan)

The four signatures at the bottom of the training outline are mostly self-explanatory, except that the Employer Representative should be the employer official that signed the contract unless that individual is not routinely present at the site where the training will be conducted. If the employer official who signed the contract will not be at the site the signatory should be the site manager or the most highest ranking employer representative on-site.

If the supervisor is not the actual trainer, then perhaps (based on the supervisor's preference) the actual trainer(s) should also get copies of the training plan.

The Dates for signatures on the training plan should be consistent with the dates the Contract/Employer Agreement was signed. These dates should definitely be on or before the contract start date.

Section 4: Training Plan Modification, if applicable

The Training Plan Modification should not be used for any financial changes to the Contract. Financial changes to the Contract must follow procedures outlined in the Attachment B: On-the-Job Training (OJT) Contract: Employer Agreement; Section 4: Contract Agreement Modification above. This is because changes to the financial terms must be approved by the Director and must be pre-audited. However, a Training Plan Modification may also be necessary if financial changes are made to the contract.

Most training plan modifications occur because of changes in supervisory personnel, training schedules and delays in the completion of the training due to unforeseen circumstances. The Training Plan Modification does not involve any financial changes to the Contract, the modification can be completed on the single page. As with the other contract documents, two copies with original signatures are required (one for the Employer and one for the Board's permanent OJT files). Working copies are provided to the other signatories including the OJT Developer.

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

(Also see INTERIM OJT EMPLOYEE EVALUATIONS AND PROBLEM RESOLUTION above)

As the form clearly indicates the Trainee Evaluations are to be conducted at the midpoint and end of the contract. As with the OJT Training Plan Job Skills Needed the OJT Developer should fill in the Job Skills Objectives based on the principles of reducing the Employer paperwork. Generally these skill statements can simply be copied and pasted from the Job Skills Needed. Also, as discussed above (12 - Interim OJT Employee Evaluations and Problem Resolution) the employer's/supervisor's evaluation should be discussed with the OJT Developer before presenting it to the OJT Trainee/Employee so that strategies/solutions can be developed to address any issues or concerns. The Midpoint Evaluation is often a good time to consider or develop any Training Plan Modifications that may be needed to help the OJT Trainee/Employee succeed in developing skills and retaining employment. The OJT Developer should maintain the original copy of the Midpoint Evaluation in the OJT Contract working file for use when the final evaluation is due.

Attachment F: On-the-Job Training Wage Expenditure Report and Reimbursement Request and Attachment G: OJT CONTROL SHEET

Attachments F & G are Excel spreadsheet files that are designed to assist in the invoicing and tracking of payments for the OJT Contract.

These forms are discussed above under the Employer Requests for Reimbursement (i.e., Invoices) section. Also see 4. Reporting and Payment under SECTION II: ADDITIONAL TOPICS OF IMPORTANCE.

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

See section above N. - FORMAL CONTRACT MONITORING. During the course of the Contract the OJT Developer should visit the Employer and Trainee on several times And should keep in mind the elements of the agreement that the Contract monitor will review during the visit. It is not appropriate for the OJT Developer to share the form with the employer or the trainee in advance of the monitoring visit. However, it is the important that the OJT Developer helps/reminds/encourages the employer, supervisor/trainer and the OJT Trainee/Employee to be mindful that the things that are important to conducting a good OJT contract. Those are the things the monitor will be checking on. The objective is to conduct an effective OJT process for the client, develop a good employee for the business and to document that the tax payer’s resources are being used effectively. Monitoring is a constructive process to help everyone “get it right” not to find fault.

Attachment I: On-the-Job Training Contract Termination Document

The Contract Termination form is important to create mutually agreed closure for the OJT Contract. The top of the form should be filled in by the OJT Developer and left with the employer to complete and return to the Workforce Board Director. The Director should pre-sign the document before it is given to the employer. A pre-posted pre-addressed envelope should also be given to the employer to facilitate the return of the form to the Director. It is preferred that the Termination form bear original signatures.

Participant Program Exit and Follow-up it is the OJT Developer’s responsibility to exit the participant from the OJT Activity on the NCWorks case management system. The OJT Developer must also conduct follow-up visits (or make follow-up phone calls) with the OJT Trainee/Employee for 12 months after the date of exit. Case notes must be recorded in the NCWorks case management system for each follow-up contact. Follow-up contacts should be conducted at least quarterly. The information collected with each follow-up contact should include: current employment status, current employer, current job title, current wage, job satisfaction and plans for advancement or plans for other career related changes (including training needs).

Incumbent Worker OJT

Check NPRM and WIOA citations below

Policies and Procedures Regarding Multiple Participant/Single Position Contracts

Under OJT there are two primary types of contracts that must be developed differently: Single Participant Single Position Contracts and Multiple Participant/Single Position Contracts. Most of what has been discussed above applies to Single Position Single Participant Contracts.

Multiple Participant/Single Position Contracts (MP/SPC):

Multiple Participant OJT contract are usually related to a mass hiring for an employer who is expanding operations or opening a new facility. In these instances, employers frequently organize training schedules that involve groups of new hires. Some new hires may be experienced and not appropriate for OJT contracts while others may have justification for “extraordinary training and supervision”.

If an employer is seeking to fill several positions with multiple participants, it is best to develop separate OJT “Master” Contracts for each position. Otherwise, the training plans become too confusing. Well-developed job descriptions are needed for each position. Signed individual training plans must still be developed and must be based on the “skills gap analysis”.

The Director should be involved in the negotiation of any MP/SPC master contracts that involves more than 3 or 4 participants. In each MP/SPC, a master contract is written for:

- (1) a defined “recruiting/selection period” that will allow for the recruitment, referral, eligibility determination and selection processes to be completed over several weeks or months. This recruiting/selection period must allow the Board OJT Developer and Career Center staff, partners and program operators sufficient time to recruit, determine eligibility and assess interested applicants. The master contract specifies the duration of the recruitment/selection period.
- (2) a defined number of OJT participants allowed for the position. Not all candidates recruited for the position will be eligible for OJT. Often referrals will be experienced or ineligible for WIOA assistance. These ineligible candidates are often referred to as “direct referrals”;
- (3) the training period (sometimes allowing time for multiple groups of new hires to be trained sequentially). The training period should extend from the expected start date for the first group of new hires through the expected end date for training the last group of new hires. Unless special circumstances are approved by all parties, MP/SPC’s shall not be written to cross fiscal years. In defining the training period consideration should be given to potential delays and unexpected interruptions in the training schedules.

No OJT MP/SCP Contracts are written until the Board and OJT employer have reached agreement on the terms: (1) recruitment/selection schedule; (2) the training schedules; (3) the participants’ wage level(s) and employer reimbursement rate; and (4) the

Phil Monk 8/4/2015 5:00 PM

Deleted: S

Phil Monk 8/4/2015 5:00 PM

Deleted: S

administrative/regulatory provisions. Usually, the contract will be signed before the employer agrees to hire a specific participant.

The individual training plans constitute the OJT Contract (under the terms of the master contract for each position) for the individual OJT trainees/employees. It is preferred that all OJT contracts be signed prior to the participants' first day of training/work with the employer. However, if special circumstances arise, the OJT employer may sign the individual OJT Contracts on the first day that participants begins work.

The effective date of the OJT contract must be **on** or before the date the participants begin work/training for the OJT employer. In no case (except for Incumbent Worker OJT Contracts) will an OJT Contract be written for the training of a participant who has already been hired by the OJT employer.

ATTACHMENT A

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

Section 1: Employer Information

Complete the following Employer Information		
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 not 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 not 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) At least \$9.00 per hour, 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 not 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 not 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 not 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 B

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

Section 1: Contact Information

OJT CONTRACT NUMBER: _____

Complete the following Employer Information		
WIOA OJT AGENCY: Mountain Area Workforce Development Board	WIOA OJT AGENCY REPRESENTATIVE:	PHONE NUMBER/ EMAIL ADDRESS:
COMPANY NAME:		EMPLOYER'S FEDERAL ID NUMBER
ADDRESS:		PHONE NUMBER:
EMPLOYER REPRESENTATIVE:	TITLE:	EMAIL ADDRESS:
CONTRACT START DATE:		CONTRACT END DATE:
Fund Source: ___ Formula Funds: ___ Adult ___ Dislocated Worker ___ Out-of-School Youth ___ In-School Youth ___ State Set-Aside Funds ___ Special Project Funds: _____		

Section 2: Contract Agreement

This contract is entered into between Mountain Area Workforce Development Board, hereinafter called the Board, 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 Board 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 **base gross (gross wages would include the overtime premiums, paid time off, etc.)** 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 **Board, the Local Area's NCWorks Career Center of the Board's authorized program operator**. The Employer agrees to submit an invoice for reimbursement to the **Mountain Area Workforce Development Board on a monthly basis**. In addition, the Employer agrees to complete and submit the attached evaluation for each trainee at the midpoint and at the 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 Regional Council Finance Officer

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.

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
MOUNTAIN AREA WORKFORCE DEVELOPMENT BOARD REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

Section 4: Contract Agreement Modification, if applicable

Contract Agreement terms modified:

Reason for modification or cancellation: _____

I hereby certify that I agree to the contract agreement modification(s) as stated above.

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
MOUNTAIN AREA WORKFORCE DEVELOPMENT BOARD REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

WIOA/OJT CONTRACT TERMS AND GENERAL ASSURANCES

Items in Pink are not included in the DWS OJT Policy Statement Assurances in Attachment C

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 subcontracted 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 "reverse referrals" of potential OJT Candidates 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 times the negotiated fixed hourly rate. 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. Payment of overtime shall be restricted to work consistent with the training plan. Payment shall be based on the base pay for hours actually worked for which wages were paid. Overtime hours worked are reimbursed in accordance with the agreed upon percentage of the base wage not including the higher wage rate required for overtime compensation. Reimbursement to the employer shall be issued upon timely receipt of the OJT Wage Expenditure Report and Reimbursement Documentation appropriately verified by the Employer's signatory official. If the OJT employee is paid for attending required classroom training then the hours paid are allowable for the OJT reimbursement rate.
- c. No reimbursement shall be made for a period of work stoppage at the employer's worksite. No OJT wage reimbursements are made for the employee's paid time off. OJT reimbursements are only paid for time the OJT employee is engaged in training and productive work.
- d. 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 Board for payment.
- e. The employer's request for reimbursement must include:
 1. a properly completed **On-the-Job Training Wage Expenditure Report and Reimbursement Request form**.
 2. legible time sheets signed by both the employer's authorized representative and the OJT Employee showing hours worked each date, and
 3. proof of payment to the OJT Employee (e.g., check stubs/payment vouchers).

- f. The Employer must submit a request for reimbursement to the Board no later than 15 days following the end of a pay period or the end of a calendar month. 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 Board. The employer's failure to submit the final invoice and forms closing the contract within 60 days after the completion or termination of the contract may result in denial of payment to the employer.

4. AVAILABILITY OF FUNDS:

Payment for contract activity extending into the next program year, beginning July 1st of each year, is conditional on the availability of WIOA funds in that program year. No obligations will accrued to the employer if such funds are not available. The employer will be notified in advance when funds are limited and when the contract must be terminated.

5. REVIEW AND EVALUATION

- a. The 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.
- b. The Employer's facilities and records, or such part thereof as may be engaged in the performance of this contract, shall be subject to inspection, audit, review and evaluation by the U.S. Department of Labor, N.C. Division of Workforce Solutions, the Board, and/or their representative(s).
- c. The employer agrees to reimburse the Board any and all funds 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, TERMINATION OR CANCELLATION

The contract may be terminated, modified or cancelled by the Board whenever it is determined that such action is in the best interest of the Board or the Employer. Terminations, modifications or cancellations shall be effective as of the date of execution.

- a. The Board may unilaterally terminate the agreement upon written notification to the Employer when, in the judgment of the Board, there is reasonable suspicion regarding violations of WIOA regulations, State or Board Policies or the terms of this contract.
- b. The OJT Trainee/Employee may resign from the OJT position at will, but the trainee must be paid for all hours worked prior to the time of resignation. The Employer agrees to notify the Board promptly upon knowledge of the OJT Trainee's resignation.

7. 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. Participants may not be trained in sectarian 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 the evaluation of the OJT Employee's performance.

9. NEPOTISM

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

- a. For the purpose of this clause, the term "administrative capacity" includes those who have selection, hiring, placement or supervisory responsibility for OJT Employee.
- b. The term "immediate family" shall include: 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/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 for employment because of race, color, religion, sex, age, disability, political affiliation, beliefs, citizenship, national origin, **sexual orientation, gender identity or expression** and agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth compliance with provisions of this Equal Opportunity clause. This contract is subject to the Civil Rights Act of 1964 and the ensuing Regulations found in **29 CFR Part 31**.

12. GRIEVANCES

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

13. OJT EMPLOYEE RIGHTS, HEARING, AND REVIEW

a. Except in urgent or irreversible circumstances, the OJT Employee will not be terminated without prior notice and reasonable opportunity to correct or improve his/her job performance and without notification to the Board's OJT Representative.

b. The Employer must have an established informal grievance/complaint resolution process by which the OJT Employee's grievances can be heard and resolved.

c. If the informal resolution process does not settle the dispute the Employer agrees to advise OJT Employees enrolled under the contract of their rights and responsibilities regarding further dispute resolution options. Upon request by the OJT Employer, the Board, or an agreed upon neutral third party (e.g., mediation center), will provide the trainee and the Employer with an opportunity to be heard in connection with any adverse action taken against the OJT Employee. Final determination made after the hearing by the Board, or the neutral party, shall be provided to the OJT Employee and the Employer in writing. These provisions in no way preclude the use of grievance procedures already in place at the Employer's establishment.

14. MAINTENANCE OF EFFORT

The Employer 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).

15. CONDITIONS OF EMPLOYMENT

Conditions of employment and training shall 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).

16. ASSURANCE OF EQUIVALENT WORKING CONDITIONS

The Employer 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.

17. RELOCATION

The Employer stipulates that the establishment in which the On-the-Job Training will be provided is not a new or expanded location that resulted in the displacement of employees in another or previous location. Or, the Employer stipulates that the establishment where to OJT occurs has been in commercial operation at the current location for more than 120 days.

The Board and the Employer both attest that no WIOA/OJT funds shall be used as part of any effort to encourage or conduct the relocation of any industry or business from one location to another. While the OJT Employee may work for the employer to relocate a business, if that relocation does not result in the displacement or partial displacement of employed workers, such work is not a training related activity and the OJT reimbursement is not payable to the Employer for the hours worked during the relocation.

18. DISPLACEMENT OF EMPLOYED WORKERS

The Employer attests that:

(a) no WIOA participant shall be employed in a job opening when another individual is on layoff from the same or substantially equivalent job; and

- (b) the employer has not 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 contract; and
- (c) the 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; and
- (d) 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.

19. EMPLOYEE BENEFITS AND WAGES

Each OJT Employee 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 shall be assured of working conditions and promotional opportunities neither more nor less favorable than those other employees enjoy. OJT Employees must be provided Worker's Compensation Insurance.

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 OJT Employees are considered "non-exempt" for Wage and Hour purposes. All OJT Employees 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.

20. POLITICAL ACTIVITIES

OJT Employees 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.

21. LOBBYING CERTIFICATION & DISCLOSURE

The Employer agrees to comply with all federal rules and regulations at 20 CFR Part 652 et. al. 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 Employer agrees to file a disclosure report, if applicable.

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

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

23. LAWS APPLICABLE

The Employer will perform under this Contract in accordance with the Workforce Innovation and Opportunities Act and the regulations, procedures and standards promulgated thereunder. The Employer 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 Part 1500, subpart E). Eligible trainees under 18 years of age will be employed only in accordance with the limitations imposed by 29 CFR Part 1500, subpart C and applicable State laws.

24. SANCTIONS AND CORRECTIVE ACTION

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

25. CONFLICT OF INTEREST

If the Employer is a member of the Workforce Development Board or any employee of the Employer 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 Innovation and Opportunity 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.

ATTACHMENT D

Mountain Area Workforce Development Consortium

[Insert OJT Provider Name Here]

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:		WORKFORCE BOARD OJT REPRESENTATIVE	WORKFORCE BOARD OJT REP 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)

JOB SKILLS NEEDED	STANDARD TRAINING HOURS	ANTICIPATED TRAINING HOURS	ESTIMATED START DATE	ESTIMATED END DATE

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

Employer: _____ Contract Number: _____

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:

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.

By signing below, I agree to adhere to the modifications set forth in Section 4

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 Midpoint Evaluation Date: _____ Final Evaluation Date: _____

JOB SKILLS OBJECTIVES	MIDPOINT EVALUATION OF SKILLS	FINAL EVALUATION OF SKILLS
	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"/>
	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

Final Evaluation

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

<i>I hereby certify that the above information is accurate.</i>	
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)
