

# **MOUNTAIN LOCAL AREA**

## **WIOA**

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

#### **MANUAL**

## TABLE OF CONTENTS

<b>INTRODUCTION.....</b>	<b>2</b>
<b>I. GENERAL INFORMATION AND PROGRAM STANDARDS.....</b>	<b>4</b>
<b>II. OJT Statewide Initiative.....</b>	<b>12</b>
<b>A. Outreach and Recruitment of OJT Participants.....</b>	<b>13</b>
<b>B. Employer Marketing Strategies.....</b>	<b>13</b>
<b>C. Participant Eligibility.....</b>	<b>13</b>
<b>D. Employer Eligibility.....</b>	<b>14</b>
<b>E. Contract Requirements.....</b>	<b>15</b>
<b>F. Skill Gap Analysis/Training.....</b>	<b>16</b>
<b>G. Trainee Skill Evaluation.....</b>	<b>17</b>
<b>H. Reporting and Payment.....</b>	<b>17</b>
<b>I. General Provisions.....</b>	<b>18</b>
<b>J. OJT Forms.....</b>	<b>18</b>
<b>III. WIOA/OJT ELEMENTS.....</b>	<b>19</b>
<b>A. Determining Which Employers/Jobs are Suitable for OJT.....</b>	<b>20</b>
<b>B. Preparing for Subcontract Negotiations.....</b>	<b>20</b>
<b>C. The Subcontract Negotiating Process.....</b>	<b>22</b>
<b>1. Factors to Consider When Negotiating an OJT Subcontract.....</b>	<b>23</b>
<b>2. Supervisor/Trainer Qualifications and Experience.....</b>	<b>23</b>
<b>3. Job Descriptions and Training Plans.....</b>	<b>24</b>
<b>4. Determining the Duration of the Training.....</b>	<b>24</b>
<b>IV. PREPARING A WIOA/OJT SUBCONTRACT PROPOSAL.....</b>	<b>26</b>
<b>A. The Subcontract Proposal.....</b>	<b>26</b>

1. Subcontract Signatory Form..... 26

2. Training Outline..... 28

3. Subcontract Terms and Assurances..... 29

**ATTACHMENTS**

A. WIOA/OJT Subcontract Terms..... 30

B. WIOA OJT Required Forms..... 35

1. Pre-Award Analysis..... 36

2. Employer Agreement..... 38

3. Training Plan..... 40

4. Trainee Evaluation..... 43

5. OJT Control Sheet..... 45

6. OJT Wage Expenditure Report and Reimbursement Request..... 46

7. Monitoring Tool..... 47

## INTRODUCTION

The Workforce Innovation and Opportunities Act (WIOA) authorizes the implementation and operation of employment and training programs designed to facilitate the transition of eligible adults, dislocated workers and youth into long term, full-time employment. On-the-Job Training (OJT) is recognized as a highly effective program that contributes to the objectives of providing training for WIOA eligible individuals. 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.

Mountain Local Area will operate an OJT program that serves the best interests of the participants. Every effort will be made to The program will be conducted within the regulations and every precaution will be taken to assure that there is not a misuse of OJT funds.

Specific citations related to the WIOA Law and Regulations are:  
The Act Section 122h: Eligible Providers of Training Services

This manual provides procedures, policies and recommended practices to effectively conduct the OJT program.

The OJT program is designed to give WIOA eligible adults (both unemployed and incumbent) dislocated workers and youth an opportunity to learn skills that will lead to employment in occupations or positions that they would not have been qualified for without the training. To obtain access to these opportunities, WIOA funds are used to offset the employer's extraordinary costs of training the unqualified WIOA participant.

All trainees hired under the OJT subcontracts must be certified as eligible by the Mountain Area Workforce Consortium or its authorized program operators.

- 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 subcontract.
- Individuals shall not be enrolled in OJT if they were on the employer's payroll before the effective date of the OJT subcontract.

Within the limits delineated in this manual, jobs suitable for OJT subcontracting include those that offer longterm, full-time employment and those that would not otherwise be available to applicants were it not for the offset of the extra-training 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.).

OJT subcontracts may be written with private, public and non-profit employers. The vehicle for implementing OJT is a negotiated fixed-rate subcontract between an employer and the Mountain Area Workforce Consortium. Subcontracts written under the Statewide Activities Initiative program may only be written with private sector employers.

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 ~~most~~ in need of, such opportunities. These individuals frequently require training services which are over and above those normally provided other new employees. OJT subcontracts provide reimbursement to employers for the extraordinary costs incurred in

hiring and training persons in need of special assistance. The reimbursement period is based on the negotiated training time.

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

## I. GENERAL INFORMATION AND PROGRAM STANDARDS

### A. Terms:

Mountain Local Area or Local Area (LA) = Mountain Area Workforce Development Consortium or the staff and operations of the Mountain Area Workforce Development Board that serves the four county region of Buncombe, Henderson, Madison and Transylvania Counties.

Contractor = the Mountain Local Area or its duly authorized Program Operator.

Program Operator = an Agency authorized, by a formal contractual relationship with the Mountain Local Area to provide WIOA services. Program Operator staff are only authorized to negotiate and sign OJT Contracts if the funds are included in their program budgets. If the OJT funds are “set aside” for use by the program operator (thereby the funds remain under the control of the Mountain Local Area), only Mountain Local Area staff who are authorized to obligate funds are permitted to negotiate the terms of, and sign OJT Contracts. .

Contractor or OJT Employer = an employer who is party to an OJT contract with the Mountain Local Area  
Wage Expenditure Report – Invoice – A form completed by the OJT Employer requesting payment of the wage reimbursement as agreed to in the OJT Contract. This form must be accompanied by duly signed documentation of time worked by the OJT Participant and wages paid by the OJT Employer. This form is submitted to the Contractor who negotiated and signed the OJT Contract.

### B. Basis and Method of Payment to the Subcontractor

Payment to employers is based on the negotiated terms specified in the OJT contract. The rate of compensation must be based on the participant’s wage. Board Policy prohibit the rate of compensation under each contract from exceeding 50% of the participants’ earned wages [Section 680.700(a) for Adults, Dislocated Workers and Youth

To receive reimbursement the employer must submit signed Wage Expenditure Reports (Attachment B: OJT Forms – **Page 47**) documenting the hours of training and the amount paid during the training period, signed timesheets, and payroll documentation.

- No reimbursement is permitted for hours not worked (e.g., paid holidays, sick leave, vacation, military leave, jury duty, etc.). Reimbursement is made at a fixed rate per hour of training based on the participant’s base pay. **Trainees paid a salary versus an hourly wage, are considered non-exempt and must be paid overtime for hours worked over 40/hours per week.**
- Overtime hours worked are reimbursed in the same amount as regular hours worked. The increased pay per hour for overtime does not affect the hourly amount of reimbursement paid to the employer for training the participant.
- If the employer requires classroom training as a part of the participant’s OJT plan, reimbursement (at the agreed upon fixed hourly rate) to the employer is permitted only if the employer pays the participant his/her full hourly wage during classroom training. OJT employers are expected to invoice the Mountain Local Area, or its authorized program operator, on a regular basis in accordance with the OJT employer’s regular payroll cycle. 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. The WIOA staff members who are responsible for developing and monitoring the OJT subcontracts will assist the employer as needed in completing and submitting the wage expenditure report and support documentation. Technical assistance from the Mountain Local Area staff will be provided upon request and as deemed necessary by the administrative staff.

**C. 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 Subcontract, Training Plan, and Trainee Evaluations and have the OJT participant's I-9, 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. Basis for Costs**

OJT subcontract funds are used to reimburse subcontractors (OJT employers) for the extraordinary expenses incurred in training participants under WIOA and for the costs associated with the lower productivity of such participants [Section 680.720(a)]. These resources are not for use in offsetting the employer's normal training expenses or to provide an employer an economic incentive or reward for hiring WIOA participants. OJT funds purchase services, particularly those extra services which are required to assure that trainees overcome obstacles to employment. Among those services are: (1) On-the-Job Training, designed to meet the needs of individual trainees; (2) job coaching and related counseling; (3) classroom training; and (4) technical coursework within the contract period.

**E. Private, Public and non-Profit Sector OJT's**

Any private-for-profit company or nonprofit organization may participate in OJT. As a general rule, however, OJT will more often be used by private sector employers.

**F. Subcontractor/OJT Employer Responsibilities**

OJT Subcontractors will be responsible for implementing and fulfilling the terms and requirements of their subcontract. Each subcontract will contain specific training requirements and performance standards against which the performance will be evaluated. Subcontractors 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.

Although the OJT employer may procure training services to assist in the preparation of OJT participants for continued employment with the company, the Local Area shall not be party to those subcontracts 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 subcontract 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 off-site training should be included in the OJT subcontract 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, and other similarly situated employees, during the off-site training. If the OJT participant is paid the full hourly full wage during the off-site training then OJT wage reimbursements will be paid to the OJT Employer.

**G. OJT Development to Meet Participant Training Needs**

After the participant has completed the assessment process and it has been determined that OJT is the suitable program to help him/her achieve the identified employment goals in the Individual Employment Plan (IEP), WIOA staff efforts to help the participant find an OJT opportunity should begin. The program operator's staff should document employer contacts that are consistent with each participant's employment goals. Special assistance should be provided for individuals completing WIOA training that have been unable to find employment.

Occasionally, job openings will arise, independent of WIOA staff OJT development efforts that are consistent with the training needs of a participant. In these cases the program operator's staff is encouraged to contact the appropriate employer and negotiate a subcontract for the participant if possible. Participants should also be actively involved in the search for appropriate OJT opportunities. However, participants should not market themselves to employers as potential OJT trainees. While program operator staff may offer general information about OJT opportunities to prospective employers who may be interested in hiring their program's participants, only staff who are authorized by the Workforce Board are permitted to negotiate the terms and sign OJT contracts.

OJT program operators are expected to form continuing relationships with local employers who offer OJT opportunities for participants. Ideally employers will contact the program operator staff to see if potential OJT participants are available to fill vacancies.

However, as noted below the program operator staff must review every potential OJT subcontract to assure that the employer is permitted, under the regulations, to fill each vacancy with WIOA supported participants.

**H. Wages, Benefits and Working Conditions**

A participant hired under an OJT subcontract will be paid at the rate stipulated by the OJT employer in the contract proposal. That rate may not be less than the Federal, State or local minimum wage rate. 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/hour as the minimum wage for which OJT contracts will be approved.

All benefits available to new employees in an OJT employer's establishment must be made available to persons hired under an OJT contract. For a given occupation (job), there must be no differences as to working conditions, hours of work, or rights and privileges for OJT trainees and other employees. By the same token, for an OJT contract, trainees shall be subject to the same rules and regulations that govern other employees. Trainees under OJT contracts must be provided Worker's Compensation by the OJT Employer.

Wage reimbursement for the regular OJT program will not exceed 50% reimbursement of wages for Adults, Dislocated Workers and Youth.

Reimbursement for training individuals enrolled in the OJT Statewide Initiative is provided to the employer to compensate for the employer's extraordinary costs of training. WIOA Section 3 (44) and WIOA Section 134 (c)(3)(H) Through a waiver granted by the U.S. Department of Labor, the following sliding reimbursement scale for employers may be used in the LA:

- 1) 250 or less Employees = up to 75%
- 2) 251 or more Employees = up to 50%

The Mountain Area Workforce Development Board has elected to set the maximum reimbursement rate at 50% to allow funds to serve more participants and to encourage employers to give closer consideration to hiring participants they intend to retain as employees once the OJT training reimbursement is completed.

Currently there is no wage cap and OJT duration of training period for reimbursement may not exceed 6 months. Due to budget constraints, an OJT training period will likely be less than six months.

#### **I. Union Concurrence**

If there is a collective bargaining agreement in effect at a work site for which a WIA/OJT proposal is being considered, the employer must affirm that union concurrence with regard to OJT associated pay rates has been secured. An OJT subcontract may not be awarded to a company involved in a labor dispute.

#### **Ineligible Occupations**

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

- a. Occupations dependent on commissions or gratuities as the primary source of income;
- b. Intermittent and/or seasonal occupations;
- c. Occupations requiring a license as a hiring prerequisite; and
- d. 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 subcontracts 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 training.

#### **K. Policies and Procedures Regarding the Hiring Schedule and Contract Length**

Under OJT there are two primary types of contracts that must be developed differently: Single Participant/Position Contracts and Multiple Participant/Position Contracts.

Single Participant/Position Contracts (SP/PC):

Most OJT Contracts will be for individual participants and will involve a skills gap analysis and personalized training plan that determines the length of training permitted under the contract.

Multiple Participant/Position Contracts (MP/PC):

Involve training several participants in one or more positions within a company. In a MP/PC a contract is written for a defined "hiring period" that will allow for the recruitment, referral, eligibility determination and hiring process to be completed over several weeks or months. The contract must specify the duration of the hiring period with consideration given to the time needed for OJT participants to complete the training within the scheduled start and end dates of the contract. Unless special circumstances are approved by all parties, MP/PC's shall not be written to cross fiscal years. Signed training plans and individual skills gap analyses are still required for each participant trained under an MP/PC before the individual is hired by the company.

The duration of each MP/PC OJT (effective date to end date) is determined by: (1) the hiring period, (2) the training period/employer reimbursement period and (3) an estimate of potential interruptions in the training schedule.

No OJT contracts are written until the Contractor or authorized program operator and OJT employer have reached agreement on the terms: (1) the training plan; (2) the participant's wage level and employer reimbursement rate; (3) the length of training/employer reimbursement; and (4) the administrative/regulatory provisions. Usually, the contract will be signed once the employer agrees to hire a specific participant. It is preferred that all OJT contracts be signed prior to the participant's first day of work with the employer; however, the OJT employer may sign the contract on the first day the participant begins work, if special circumstances arise.

The effective date of the OJT contract must be **on** or before the date the participant begins work/training for the OJT employer. In no case will an OJT contract be written for the training of a participant who has already been hired by the OJT employer.

In cases where an OJT subcontract involves the training and hiring of more than one participant the terms may require that a hiring period be designated. This hiring period must allow the contractor or authorized program operator sufficient time to recruit, determine eligibility and assess interested applicants. Because of the staff time invested in selecting, assessing and determining applicants for appropriate referral to the OJT employer, it is preferred that the subcontract be written and signed before recruitment efforts are undertaken. The subcontract should ideally allow a flexible hiring schedule for those participants referred by the contractor or authorized program operator. **Depending on the number of positions to be filled and the available supply of qualified and interested applicants, the contractor or authorized program operator should negotiate a hiring period from 20 to 60 days.**

The OJT training period, under an OJT contract, will be no less than 20 work days (160 hours) or no more than 130 work days (1,040 hours), depending upon the skill level of the occupation in which training is proposed and the skill gap of the participant. Due to funding cuts, very few OJT Training Plans will be written for 1,040 hours.

**Section 680.700(c)** sets forth the limitations on the duration of OJT Reimbursements (paraphrased):

1. The duration of the OJT training shall not exceed the period it takes the participant to learn the skills needed for the position;

2. The reimbursement to the employer under an OJT Contract shall not exceed six (6) months (26 weeks) of actual wage reimbursement. .
3. In the event that the participant's OJT employment is less than full-time and less than 500 hours of reimbursed training have occurred within six (6) months, then the participant may remain in OJT until 499 hours have been completed. ??
4. Recipients (Local Area's) are required to establish policies and procedures for establishing the duration of training in occupations. These policies must also allow for an increase in training time based on the individual participant's special needs or a decrease in training time based on the relevant skills or abilities the participant already possesses.

The duration of the training is to be negotiated with the OJT employer. However, in no case is the Local Area or program operator allowed to write an OJT contract with a training period longer than the period specified by the Specific Vocational Preparation (SVP) Code for the occupation as defined in ONET or for longer than six months (26 weeks) or 1040 hours of actual wage reimbursement.

In an OJT contract for multiple positions/participants, it is permitted that an additional two to four weeks be added to the subcontract period to allow for interruptions caused by illness, holidays, seasonal plant shutdowns, and other factors which may delay the completion of training. But the overall contract length of actual wage reimbursement may not be more than 6 months (26 weeks, 1040 hours).

Let's discuss the multiple participant/one position contract and the multiple position contract. I think we need separate contracts for each position (specific skill requirements) ... Single position multiple participants – individual skill gap requirements.

Slots that are not activated during the hiring period shall be de-obligated. A trainee who drops out of an OJT program may be replaced provided that the employer is willing to: (1) abide by all provisions of the training plan as originally negotiated for the slot, and (2) accept the remaining funds allocated for the slot as the limit on reimbursement for that slot.

**L. Contract Modifications (Attachment B – OJT Forms)**

The OJT contract may be modified to provide for acceptable changes. Modifications requested by a subcontractor will be evaluated by the Contractor (Mountain Local Area or the authorized program operator) who may approve or disapprove the modification. Unilateral modifications may be executed by the Mountain Local Area or its designated program operator in order to close out contracts in the event a bilateral agreement cannot be secured.

- M.** 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 practices; if it is revealed that the employer is under-capitalized; etc. it is the WIOA Job Developer's responsibility to conduct a review of the OJT employer's acceptability as a potential trainer of WIOA participants.

In other cases contracting with an OJT employer may be prohibited. For example, the employer is on the debarred and suspended list; 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 subcontracts and/or failed to retain WIOA participants in employment after the subcontract expired. (More details below; also see the Pre-Award Review).

Pre-Award Reviews

667.268(a)(1) WIOA funds may not be used or proposed to be used for the encouragement or inducement of a business, or part of a business, to be relocated from any location in the United States, if the relocation results in any employee losing his or her job at the original location.

667.268(a)(2) WIOA funds may not be used or proposed to be used for customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.

667.268(b) Pre-Award Review. To verify that an establishment which is new or expanding is not, in fact, relocating employment from another area, standardized pre-award criteria developed by the State must be completed and documented jointly by the Local Area with the establishment as a prerequisite to WIOA assistance.

The form required by the State for use in conducting pre-award reviews may be found in Attachment B: OJT Forms.

**N. Negotiating WIOA/OJT Contracts**

All aspects of each WIOA/OJT proposal shall be agreed upon by the contracting parties and shall be based upon negotiations conducted jointly by duly authorized representatives of the contracting parties. WIOA/OJT guidelines, as included in this manual will be used as the basis for contract negotiations. WIOA regulations, or responsible interpretations thereof, will be used in settling questionable negotiation issues.

**O. Orientation**

Orientation will be provided to each WIOA participant by a designated staff person (WIOA Business Service Representative (BSR)). Each participant, at a minimum, will be acquainted with job factors (responsibilities, employer expectations, training schedule, performance goals, wage rate, fringe benefits, number of hours expected to work or attend training, and place of employment), supportive services available, grievance procedures, and civil rights. The WIOA BSR should review, as appropriate, any positive work habits that may help the participant avoid problems and make a favorable impression on his/her supervisor and employer.

**RESUME HERE**

Why O. to A.

**A. OUTREACH AND RECRUITMENT OF OJT PARTICIPANTS**

Outreach and recruitment of eligible OJT dislocated worker participants will be accomplished through contact with NCWorks Career Center customers, Division of Workforce Solutions partners and customers, WIOA dislocated worker participants that have completed WIOA training, contact with community based organizations, department of social services and marketing through websites and media marketing of the program. If appropriate and needed, advertisement will be placed in the newspaper, radio and television. Flyers will be developed and distributed to all Career Center partners for referral of individuals that may be considered for the OJT program. Marketing efforts will be developed that will meet the labor market demands for the range of unemployed dislocated workers in the community.

**B. EMPLOYER MARKETING STRATEGIES**

Private sector employers will be contacted through economic development agencies, chambers of commerce, WDB private sector board members, and the Division of Workforce Solutions. A brochure has been developed and will be distributed to local employers to make them aware of the OJT program and to determine their interest in the employment of individuals that may be trained by the company or business to meet their current employment needs. Email and media sources will also be used to market the program to employers as well as to potential OJT participants. Coordinated efforts will be developed with the Business Services Representative to market the program to Incumbent Worker contractors as well as businesses and industries that the position is in contact with through economic development initiatives and visits with local employers.

**C. PARTICIPANT ELIGIBILITY**

On-the-Job Training (OJT) may be provided to eligible Workforce Innovation and Opportunities Act (WIOA) participants who are assessed and found to be in need of and suitable for training services in order to obtain or retain employment that leads to self-sufficiency. The participants must demonstrate a need for training as recorded on the Individual Employment Plan (IEP).

Employers will have the final selection authority for individuals to be hired. All trainees must meet certain WIOA eligibility criteria before training may begin. Only those individuals who meet the eligibility requirements for intensive service, who have received an assessment and for whom an IEP has been developed may be considered for OJT. An individual referred as a potential candidate for OJT by an employer (reverse referral) may be considered for OJT with that employer only after the individual has met eligibility requirements for intensive services, has received an assessment, and for whom an IEP has been developed that indicates OJT is appropriate.

Consideration should be given to the skill requirements of the occupation; the academic and occupational skill level of the participant; prior work experience; and the participant's IEP. The results of the objective assessment, as documented on the individual's IEP must indicate that the participant is in need of, and can benefit from, the activity of OJT. The IEP must capture the past history of the applicant,, assess the test results, capture additional information from the applicant about past work experiences, hobbies, volunteer experience, and identify strengths and weaknesses of the applicant. It must include documentation as to the new skills to be acquired during training and how skill gap deficiencies will be overcome with the training.

#### **D. EMPLOYER ELIGIBILITY**

On-the-Job Training is primarily a "hire first" program; the trainee becomes an employee of the company on the first day of the training program. Hiring and training may only begin AFTER the OJT Pre-Award Analysis form has been completed and the OJT Employer Agreement and Training Plan have been developed, approved by Land of Sky finance officer, and signed by all the parties.

Local board staff should give careful consideration when selecting a suitable employer for OJT. General business practices in terms of working conditions (safety and health), and the availability of health benefits, sustainable wage structure, turnover rates, adequate staff and equipment to carry out the training, and whether the employer is in compliance with federal, state and local laws, etc., are factors to consider while completing the OJT Pre-Award Analysis form.

When considering an employer to participate as an OJT worksite, Workforce Development Board staff should carefully review and determine the nature of the employment to ensure the employment is on-going and not temporary, probationary or intermittent employment.

An On-the-Job Training subcontract must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. In determining the appropriate length of the training, consideration must be given to the skill gaps that exist when comparing the skill requirements of the occupation and the academic and occupational skills level of the participant, prior work experience, and the participant's IEP.

The goal of On-the-Job Training is retention of the trainee by the employer following the successful completion of the training.

## E. SUBCONTRACT REQUIREMENTS

On-the-Job Training subcontracts require that the wages paid to trainees be at least the prevailing entry wage for any specific occupation in the community. If the employer operates under a collective bargaining agreement, the wage and benefits must be those specified in that union agreement and the job opening must be cleared with the appropriate union.

The employer must comply with the requirements of the Civil Rights Act with respect to equal opportunity in employment for the OJT position as well as comply with all federal, state, and local laws.

Trainees hired under this program will be subject to the same personnel policies, rules and regulations, afforded the same benefits, and compensated at the same rates as other similarly situated employees of the company.

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.

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable with regards to the type of work undertaken and the proficiency of the participant.

The employer must certify that the participant will not displace any regular employee of the employer and that no person was displaced as a result of the relocation of the current business within the previous 120 days of signing the OJT Subcontract Agreement.

The OJT employer will agree to adhere to the local Workforce Development Board's grievance process if a complaint arises in connection with the OJT trainee and/or the training.

On-the-Job Training participants will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place of religious worship, or be required to participate in religious activities.

The OJT must be conducted at the employer's place of business or a related location, and may not be subcontracted.

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.

The OJT employer must certify that neither the employing company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation by any federal department or agency.

The OJT employer will maintain and make available for review all time and attendance, payroll, and other records to support amounts reimbursed under OJT contracts.

A participant may not be trained under an OJT contract at a particular employer if:

- 1) any other individual is on layoff from the same or substantially equivalent job;
- 2) the employer has terminated the employment of any regular, unsubsidized employee or

otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIOA participant; or  
3) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

#### **F. SKILL GAP ANALYSIS / TRAINING PLAN DEVELOPMENT**

Following the execution of the OJT Employer Agreement, an individualized OJT Training Plan must be developed for the acquisition of skills that the trainee does not already possess. This plan will contain occupationally specific skills that the employer requires for competency in the OJT occupation. An analysis of the trainee's prior work history, transferable work skills, and the job skills gained must be compared to the job skills/job description the employer requires in the OJT position. On-the-Job Training funds should not be used for orientation to standard operating procedures of the employer. The resulting gap in skills will be the basis for the development of the Training Plan. The Specific Vocational Preparation (SVP) data found in the ONET Online database for that particular occupation will be used and adjusted to determine the length of training necessary to acquire the needed skills. Each skill description should be concise, but comprehensive and the individual tasks should be measurable and observable. 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 subcontract.

For OJT candidates the following assessment tools may be used to identify the candidate's current skill level and to identify the skill gap between current and desired skills for the OJT Subcontract:

- a. Interview with OJT candidate – exploration of previously held positions and skills used and developed in each job; discussion on the development of skills desired by the candidate; and discussion of perceived skills deficiencies.
- b. ONET and My Skills My Future, [www.myskillsmyfuture.org](http://www.myskillsmyfuture.org), to explore jobs/sectors of interest.
- c. WorkKeys/WIN to determine work skill levels, areas of deficiencies, and use of WIN for remediation. WorkKeys assessment is the tool used for obtaining the NC Career Readiness Certificate.
- d. SkillCheck for determining computer software and other clerical skills.
- e. TABE for assessing Math and Reading levels. Referrals may be made to GED programs for further assessment and remediation.
- f. Self-Directed Search (SDS) for determination of Holland Code and use of Interpretive Report for career discussion and OJT placement.
- g. Myer-Briggs Type assessment – Provides a basis for discussion on candidate personality type and preferred work environment.
- h. Prove It!TM skills testing and pre-employment assessments.
- i. ONET Online for estimating SVP levels and OJT training duration.
- j. CAPS assessment instrument for determination of aptitudes.
- k. Bennett Mechanical assessment instrument.
- l. EMSI occupational skills comparison software.
- m. OPAC skills tutorials

#### **G. TRAINEE SKILL EVALUATION**

At the midpoint of training, the trainee's acquisition of the required occupational skills on the Training Plan will be evaluated by the employer/supervisor using the OJT Trainee Evaluation Form. This is an opportunity for the employer/supervisor and the trainee to interact and review the skills progress made by the trainee and to make any necessary adjustments to the training shown in the Training Plan. If a

significant modification to the Training Plan is necessary, the modification field should be completed in the Training Plan and signed by the employer, supervisor, trainee and the LA Business Services Representative.

The Trainee Evaluation Form will also be used at the conclusion of training to document the mastery of the required skills. Completion of the final skills evaluation section of the form signals the successful completion of the Training Plan and agreement by the employer to retain the trainee. It is not necessary that all training objectives be mastered by the conclusion of training but the goal is for the participant to master as many of the objectives as possible. Some objectives may require longer training than the OJT subcontract allows.

#### **H. REPORTING AND PAYMENT**

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

- 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 subcontractor'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 subcontract.
- c. Subcontractors 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 Contractor for payment.

#### **I. GENERAL PROVISIONS**

The local Workforce Development Board will develop written OJT policies that address the following elements, at a minimum:

The trainee's progress under an OJT Subcontract will be formally monitored at least once during the training period by the staff of the agency responsible for the development of the contract. Periodic communication with the OJT employer/supervisor and the trainee during the training period is required to ensure the successful completion of the training.

#### **J. OJT FORMS**

The forms listed as Attachments B are the official documents to be used when conducting WIOA-funded On-the-Job Training activities and are to be completed sequentially. The OJT Subcontract package is incomplete if all forms (Pre-Award Analysis, Employer Agreement, Training Plan, and Trainee Evaluation, OJT Wage Expenditure Report and Reimbursement Request are not completed. It is also the responsibility of the WIOA OJT Agency to maintain the OJT Control Sheet and for the agency to complete the OJT Monitoring Tool.

## II. WIOA/OJT ELEMENTS

This section describes the process and guidelines involved in developing acceptable OJT Subcontracts. An authorized representative of the Contractor/LA (Mountain Local Area) will provide assistance in the preparation of OJT Subcontracts.

Quality On-the-Job Training Subcontracts are developed through a series of efforts set in motion by the local WIOA Business Service Representative. WIOA participant needs and funds available will dictate the scope of program promotion and operation. Dissemination of program information must begin prior to, or immediately after, the start of the new fiscal year to assure the timely implementation of the program.

### A. Determining which Employers/Jobs are Suitable for OJT

Developing leads to desirable employers may be accomplished by: soliciting NCWorks Career Center staff support, reviewing current job listings on NCWorks and other job boards, placing promotional telephone calls, and contacting Chambers of Commerce personnel and/or publications and past successful contracts.

It is useful to consider the process of determining an employer's suitability for OJT Subcontracts on three levels: (1) are the opportunities offered by the employer worthwhile for the WIOA participant, (2) does the employer and the job opportunities available meet the regulatory requirements permitting an OJT Subcontract, and (3) does the employer have the capability to sustain the participant's training wage in full-time employment after the training is completed? In determining which subcontracts to fund, the WIOA Business Service Representative must use personal judgment regarding the appropriateness of the jobs for WIOA participants, but when reviewing the regulatory requirements a formal checklist should be completed.

For the Out-of School Youth OJT Program, the school contractor will make the BSR aware of potential OJT employers for youth clients prior to the employer completing the Pre-Award Analysis. The BSR will sign all OJT employer forms. The OSY career counselor will work with the BSR to develop the Skill Gap Analysis and Training Plan. The OSY career counselor will enroll the OSY in NCWorks, document activities and services, and monitor the WIOA participant's progress and completion of the OJT contract. Case files will be maintained at the youth contractor's location.

Some factors to consider in reviewing the appropriateness of the employer's jobs for the WIOA participants are:

- Are the jobs acceptable under the LA's allowable SVP and training duration limitations? Are the jobs seasonal, temporary, commission/gratuity based or licensed (see Item H: Ineligible Occupations in Section I above)?
- Is the employer's situation reasonably stable (i.e., meets payrolls regularly, history of local operations is good, employee/employer relations are reasonably good, better business bureau file is reasonably good, etc.)?
- Review the job and worksite to determine suitability and availability of necessary equipment and materials.

- Determine if there are abnormal or unusual operational circumstances that would preclude or severely limit the participation of WIOA eligible applicants, (i.e., shift schedules, hazardous occupations, or substandard working conditions).
- Determine the suitability of occupations for OJT Subcontracting (e.g., year round employment, career ladder preferred, learning transferable skills, acceptable competitive wage scale and benefits package, etc.).
- Determine the adequacy of supervision and the ability to provide effective training.
- Determine the adequacy of the employer's administrative staff to comply with record keeping requirements in a timely manner.
- Examine the employer's turnover rate in the positions being considered for OJT Subcontracts. Does it seem excessive in comparison to similar local businesses? Does the turnover rate indicate that the participant's will most likely be able to complete the OJT and the follow-up performance retention period after the completion of training?
- Identify those firms which appear vulnerable to changing economic trends (i.e., obsolete products or services, shifting business or shopping patterns, etc.).
- Examine the retention rate if an employer has previously been an OJT Subcontractor.
- Assure that the OJT participants do not represent a disproportionate share of the employer's workforce (should not exceed 20% of the employer's workforce).

Regulatory restrictions governing the authorization to enter into an OJT Subcontract 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. In certain cases additional penalties can be assessed against the LA and/or program operator by USDOL.

The LA requires that the "Pre-Award Analysis" be completed by the WIOA BSR and signed by the OJT employer before the subcontract is signed when a new or expanding industry relocates from one area to another. This document should be filed in the LA's or program operator's permanent file for the OJT subcontract.

When desirable employers have been identified, the WIOA BSR must be prepared to stimulate their interest and involve them in the program. A rational approach to the low or unskilled worker will motivate some employers. Others will be attracted through a sense of community commitment to help the unemployed and disadvantaged. Others will have interest in the skill sets of dislocated workers which can be enhanced to meet the employer's skill requirements. All elements must ultimately be introduced. The approach will necessarily be dictated by the employer's situation and need.

#### **B. Preparing for Subcontract Negotiations**

The WIOA Business Service Representative must prepare for the negotiating session by becoming as knowledgeable as possible about the employer's operation. Schedule a time convenient to the prospective subcontractor when he/she can give you full attention. The employer rightfully deserves a clear and concise explanation of the WIOA/OJT program and the implications of contracting.

Before entering serious negotiations with an employer it is important to:

- 1) know some fundamentals about his/her business:
  - a) job titles or staffing patterns (number of employees by job title).
  - b) turnover rates – possible indicators of unsatisfactory working conditions, uncompetitive pay scale or poor employer/employee relations.
  - c) competition – serious competition usually causes employers to focus on costs of production. This may be a good selling point for saving on training costs through WIA, but it may also mean that the employer is going to focus on the participant's productivity and may be more apt to terminate participants near the end of the contract, or shortly after its conclusion.
  - d) community reputation – virtually every employer has a reputation in the community and participants often know if the business is a “good place to work” or not.
  - e) working conditions – often affect participant job satisfaction and the potential for successfully concluding the OJT program. Responsible attitudes on safety and employee health are a good indicator of working conditions.
  - f) hiring practices – does the employer do all of his/her own recruitment and screening? Are drug tests required? Are certain aptitudes and/or attitudes regarded as especially important? Is employment discrimination in any form likely to be a problem?
- 2) know the skills, interests and experience of the WIOA client pool:
- 3) be prepared to answer the hard questions:
  - a) If the government is going to pay me money to train these people then there must be something wrong with the people you are going to send to me. What is the catch?
  - b) Government means red tape and paperwork, what am I getting into with this program?
  - c) How does this affect my taxes or how does accounting handle this income?
  - d) If I get involved with this program what other government agencies will I have to deal with (IRS, OSHA, EEOC, etc.)?
  - e) What if I fire the person that I hired on this contract?
- 4) be prepared to very clearly and very concisely explain the advantages of using the WIOA/OJT program to find and train new employees.
  - a) savings on training costs;
  - b) saving in costs and staff time in recruitment and screening;

- c) thorough assessments for interests, aptitudes, employment background, and educational skill levels;
  - d) encouragement and counseling support whenever it is needed.
  - e) technical help in developing or organizing employee training plans, if it is wanted.
- 5) know your budget and the practical financial limitations that must be followed.
  - 6) the potential OJT employer should be made aware that the LA or its OJT program operator does not provide drug screenings or background checks or pay for a third party to conduct these pre-hire services.

**C. The Subcontract 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 subcontracts. The WIOA Business Service Representative'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, identify the jobs suitable for contracting. The WIOA Business Service Representative 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.

Providing the employer with a brief summary of the intent of the WIOA legislation and requirements imposed by USDOL, the State and the Local Area is essential. Explain the contract format and OJT principles which are not readily apparent (i.e., the 20-60 day hiring period, the fixed-cost reimbursement principle and the terms and assurances).

Sometimes the bureaucratic natures of these requirements cause employers to become reluctant. Look for an opportune time and tactful ways to cover these subjects. It is generally best to cover these topics individually, as conversation permits, rather than raising all of these restrictions at once. Also have other employers, who are happy with their OJT experience, prepared to act as references if the employer becomes too reluctant.

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 LA or the Director. Don't be afraid to walk away from a potential contract, but if you do, express regret about the outcome and offer to try again when another opportunity arises.

Once the agreement to subcontract has been reached, the WIOA BSR should expedite the process by getting the required employer signature on the subcontract.

**1. Factors to Consider When Negotiating an OJT Subcontract:**

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?
- Is the method of training satisfactory?
- Is the worksite safe?
- What is the 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 fringe benefits package good?
- Are chances for advancement within the company good for participants who fill the positions?

**2. Supervisor/Trainer Qualifications and Experience**

OJT is considered "skill training" and must be provided under adequate supervision at the actual work site by qualified representative(s) of the OJT subcontractor. 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.

**3. Job Descriptions and Training Plans**

To the maximum extent possible, work is performed according to the outline provided in the training plan section of the subcontracting proposal. Take the time to get the listing and descriptions of the training activities, as well as the estimated time per training objective complete and accurate.

**4. Determining the Duration of the Training**

Negotiated time for OJT must include a reasonable amount of time for orientation, coaching and counseling activities. These activities are frequently critical to the success achieved by many trainees. Orientation is a valuable tool for integrating the trainee into the new work situation. Job coaching may include removing the trainee from the work situation long enough to explain circumstances which seem to be affecting work performance or personal adjustment. Coaching may also be used to recognize praise-worthy work and to otherwise provide encouragement. Counseling

includes assisting trainees with: job-related problems, personal adjustment and other problems, both on and off the job that will enhance their retention in subcontract activity. The subcontractor must provide the contractor's WIOA BSR with access to program participants sufficient to meet the counseling needs of participants. The WIOA BSR will request time, in advance, from the employer for counseling purposes.

Training time is limited by the Specific Vocational Preparation (SVP) level for each occupation, with consideration given to job variables which may exist in particular situations. An occupation's SVP is derived, in every case, by reference to ONET.

Each published job title in ONET is accompanied by an SVP number of 1-10. Higher skilled (more complex) occupations yield higher SVP level numbers, so that an occupation with an SVP level of 7, for example, would be more complex than an occupation with an SVP level of 2. Under WIOA/OJT, training in occupations between SVP levels of "two" and "seven" are permissible. Other occupations are excluded because they are either so simple that training is unnecessary or so difficult and complex that other training modes are more appropriate.

Within the above framework, training time may range from a minimum of 20 days (160 hours to a maximum of 130 days )1,040 hours), interpreted, in every case, to mean "days in pay status." When calculating reimbursements, subcontractors are reimbursed at the agreed upon wage reimbursement rate for actual time worked. OJT Subcontracts cannot be written for an occupation requiring less than four weeks of training. The maximum number of training hours cannot exceed 1040. The maximum number of hours of training for a specific occupation is determined by a Specific Vocational Preparation (SVP) number assigned ONE for the occupation. The SVP number will determine the maximum number of training hours allowed for the occupation.

The following chart reflects the OJT time permissible for each Specific Vocational Preparation (SVP) level:

<u>SVP Level</u>	<u>Maximum Training Hours</u>
2	160
3	320
4	640
5	800
6	960
7	1040

The Mountain Local Area does not recommend writing contracts for less than \$9.00 per hour, unless special circumstances exist (i.e., clients with disabilities or multiple barriers to employment, inexperienced youth with barriers to employment, etc.). Due to budget constraints, OSY contracts will not exceed 4 months or 640 hours and wage reimbursement will be up to 50%.

### III. PREPARING A WIOA/OJT SUBCONTRACT PROPOSAL

On the following pages is a facsimile of a WIOA/OJT subcontract proposal. These forms will be used as appropriate for subcontracts. Note: This section does not apply to the OJT Statewide Initiative. The Statewide Initiative must use the forms found in Attachment B of this manual.

Subcontract Proposal. The WIOA/OJT proposal, which is attached, to the Signatory Form and is part of the subcontract, delineates in detail the training and related costs proposed by the subcontractor. Every proposal will include, as a minimum:

- a. Negotiated Fixed-Price OJT Subcontract signatory page;
- b. WIOA/OJT Cost Table and Hiring Schedule;
- c. The WIOA/OJT Training Plan;
- d. WIOA/OJT Subcontract Terms and Assurances.

A proposal, in addition to the above, also may include a classroom training component. Information on this component, if applicable, should be included in the Training Plan and should specify:

- the course of study;
- the provider of the training and the location of the training;
- the duration (hours, weeks, etc.) and schedule (dates and times of day) of the training; and a statement regarding the employer's policy on paying the participant wages during the classroom training hours;
- a statement regarding the employer's policy on paying for the participants tuition, books, tools, supplies, etc.

#### A. THE SUBCONTRACT PROPOSAL:

1. SUBCONTRACT SIGNATORY FORM (Agreement, Contract). This is the basic document which serves to bind the subcontracting parties. It provides, among other things, an agreement that the subcontractor (employer) will render specific services and that the contractor (WIOA) will make payment for those services. A person with appropriate authority must sign this agreement for the subcontractor. The WIOA LA Director or OJT agency business service representative will sign for the Mountain Local Area. In cases where an agency is acting as a Program Operator under contract with the Mountain Local Area to develop OJT subcontracts, an authorized representative of the Program Operator will sign the OJT subcontract with the OJT employer. The WIOA Signatory Official (MLA or its designated Program Operator) should delegate this responsibility to an appropriate staff member when he/she plans to be away from the office for an extended period.
  - a. Local Area: The Local Area's name is "Mountain Local Area."
  - b. Subcontract No. for Adults and Dislocated Workers: LA offices register a listing of project numbers by program activity at the beginning of each fiscal year. The subcontract number is contrived from this number by adding as appropriate the two-digit county code and other subcontract numerical identifiers outlined below.

For example, the number for the first subcontract written in Buncombe County for Program Year '15 (for a Dislocated Worker OJT Subcontract with a private sector employer) will be: 15-2030-61-01-11

15	=	Program Year 2015
2020	=	Funding Code for Title I Adult
2030	=	Funding Code for Title I Dislocated Worker
2031	=	Funding Code for OJT Statewide Initiative (Dislocated Worker only)
61	=	Local Area Code
01	=	Locally designated sequentially assigned subcontract code
11	=	Private sector or,
12	=	Public sector, or
NP	=	Non-profit

c. Subcontract No. for Out-of-School Youth

The LA's system for numbering WIOA projects is maintained by the Finance staff person. If you have any doubt about a subcontract number check with that office before numbering an OJT subcontract.

For example, the number for the first subcontract written in Buncombe County for Program Year '15 (for a OSY OJT Subcontract with a private sector employer) will be: 15-WIOA-2040-OSY-BCS-61-01-11; the second contract for BCS would be: 15-WIOA-2040-OSY-BCS-61-02-11. Each Out-of-School Youth contractor will start their own sequence with 01 subcontract code.

- GOG - Green Opportunities
- GWL - Goodwill Industries
- HCS - Henderson County Schools
- BCS - Buncombe County Schools
- TCS - Transylvania County Schools
- MCS - Madison County Schools

d. Subcontract No. for Special Projects

e. WIOA Agency Information: Enter the WIOA OJT Agency, the agency representative and the phone number and email address of the agency representative.

f. Subcontractor (OJT Employer) Information: Enter the subcontractor's (OJT employer's) formal name and contact person, including their title. Enter the local mailing address where correspondence and checks should be sent. If a street address and a Post Office Box address are included, designate the address for correspondence and billing.

1. IRS Number: Enter the employer's identification number as assigned by the Internal Revenue Service.
  2. Telephone Number/Email Address: Enter the employer's telephone number and email address where the contact person, who is knowledgeable about matters related to the contract, can be reached. Also, include a fax number if available.
  3. Funding Source: Enter the funding source used for the OJT (NEG/ARRA, Statewide Activities, Title I Formula).
  4. Date of Contract: The start and end date for the OJT Subcontract must be completed. The effective date must be on or before the first date the WIOA/OJT participant begins work for the employer.
- g. Signature Blocks: The completion of the signature blocks is routine-just be sure the date signed for both parties is on or before the effective date (item d-4 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.
- h. Contract Modification: The contract document allows for modification of the OJT Subcontract when appropriate.
1. State the contract agreement terms modified.
  2. State the reason for modification or cancellation of the OJT Subcontract
  3. The OJT employer representative and the WIOA OJT Agency representative must sign the modification in order for it to be effective.

2. TRAINING PLAN:

A subcontract may have multiple Training Plans. Separate Training Plans are required for each different participant that is placed in employment.

- a. ONET code and SVP: Enter the Occupational Title(s), and SVP Code(s) from O'Net for the position to be described on this form. Many times an employer's job description for a position will involve a mixture of responsibilities that are listed under different ONET Job Titles. Thus, this form expands so that a specific job can be accurately related to the proper ONET Title(s) and SVP code(s). The field also allows the subcontract to accurately reflect cross-training plans.
- b. Description of the job as it exists at the worksite: Enter the job title that the subcontractor uses for the ONET Title(s) listed above. Summarize the responsibilities assigned to the job as it is stated in the OJT employer's job description.
- c. Training Plan, Training Hours and Task Element Benchmarks: The responsibilities of the job should be listed preferably in the order in which the training will be provided. As each skills gap is listed, give it a sequential number or letter. Across from each skills gap specify

the estimated training hours necessary to acquire the skills. These hours should be listed in a way that enables you to add the training times for the separate components and arrive at the total training hours to be reimbursed under the contract for a position in this occupation.

The employer, supervisor or trainers, the OJT participant and the Business Service Representative are to sign the form indicating their understanding of the training plan and schedule.

3. SUBCONTRACT TERMS AND ASSURANCES:

These terms delineate Contractor and Subcontractor responsibility under the contractual agreement and are designed to assure that the OJT program is administered within regulatory requirements (Attachment A).

## **ATTACHMENT A: WIOA/OJT SUBCONTRACT TERMS**

### **1. REPORTING**

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

### **2. PAYMENTS**

- a. Payment shall be based on the hours 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 subcontractor's signatory official. Payment shall include reimbursement of costs associated with subcontracted classroom training in the amount of 50% of wages paid to the trainee during his/her attendance at required classroom training courses. Overtime shall be devoted to work consistent with the training outline.
- b. No reimbursement shall be made for training costs incurred during a period of work stoppage at the plants or worksites of an employer, when such plants or worksites constitute training locations under this subcontract.
- c. Subcontractors shall maintain records (business receipts, payroll, and other records) sufficient to support all payments, including an I-9, W-4 and NC-4 for the OJT participant.
- d. Each trainee's wages must be paid in full for the period for which reimbursement is being requested prior to the transmittal of an OJT Wage Expenditure Report and Reimbursement Documentation to the Contractor for payment. Reimbursement documentation includes proof of payment of wages and time sheets showing daily and weekly hours worked with the trainee's and authorized company representative's signatures.

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

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

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

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

contract. The trainee may resign from the OJT position in writing to the employer, but must be paid for all hours worked prior to resignation.

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

The Subcontractor may not discriminate against any employee or applicant for employment because of race, color, sex religion, age, political affiliation, beliefs, citizenship or national origin, or disability. The subcontractor is subject to the Civil Rights Act of 1964 and the ensuing Regulations found at **29 CFR Part 31**, and agrees to post in conspicuous places, notices setting forth compliance with provisions of this Act.

**6. COVENANT AGAINST CONTINGENCY FEES**

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

**7. DISPLACEMENT OF EMPLOYED WORKERS**

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

**8. RELOCATION**

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

The Subcontractor further stipulates that no WIOA participant shall be employed in a job opening: (1) when another individual is on layoff from the same or substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling vacancies by hiring participants whose wages are subsidized under the Act **[627.230]**.

**9. EMPLOYEE BENEFITS AND WAGES**

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

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

**10. LAWS APPLICABLE**

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

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.

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

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

**12. SECTARIAN OR RELIGIOUS**

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

**13. DISCLOSURE OF CONFIDENTIAL INFORMATION**

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

**14. NEPOTISM**

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

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

**15. REPAYMENT OF FUNDS**

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

**16. AVAILABILITY OF FUNDS**

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

**17. POLITICAL ACTIVITIES**

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

**18. LOBBYING CERTIFICATION & DISCLOSURE**

The Subcontractor agrees to comply with all federal rules and regulations at **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 Subcontractor agrees to file a disclosure report, if applicable.

**19. DEBARMENT AND SUSPENSION**

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

**20. SANCTIONS AND CORRECTIVE ACTION**

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

**21. CONFLICT OF INTEREST**

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

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

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

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

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

**24. ASSURANCE OF EQUIVALENT WORKING CONDITIONS**

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

**ATTACHMENT B: WIOA/OJT SUBCONTRACT DOCUMENTS**

ATTACHMENT B

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

**Section 1: Employer Information**

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 <b>not</b> result in the replacement of laid-off workers?
<input type="checkbox"/>	<input type="checkbox"/>	2) Does the employer ensure that the company has not exhibited a pattern of failing to provide OJT trainees with continued long-term employment?
<input type="checkbox"/>	<input type="checkbox"/>	3) Does the employer commit to providing long-term employment for successful OJT trainees, barring unforeseen economic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	4) Does the employer agree to ensure that the OJT will <b>not</b> result in the full or partial displacement of currently employed workers nor will it infringe on promotional opportunities of current workers?
<input type="checkbox"/>	<input type="checkbox"/>	5) Does the employer agree to ensure that trainees will be provided the same benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work?
<input type="checkbox"/>	<input type="checkbox"/>	6) Does the employer agree to ensure that trainee wages to be paid are at least equal to both: a) the Federal, state or local minimum wage (Fair Labor Standards Act), and b) other employees in the same occupation with similar experience?
<input type="checkbox"/>	<input type="checkbox"/>	7) Does the employer agree to ensure that trainees are provided with the same workers' compensation coverage as regular, non-OJT employees? a) Worker's Compensation Company: b) Account #: c) Effective Dates:            to
<input type="checkbox"/>	<input type="checkbox"/>	8) Does the employer agree to ensure that the OJT will <b>not</b> result in the impairment of existing contracts for services or collective bargaining agreements?

<input type="checkbox"/>	<input type="checkbox"/>	9) Does the employer agree to ensure that OJT funds will <b>not</b> be used to directly or indirectly assist, promote, or deter union organizing?
<input type="checkbox"/>	<input type="checkbox"/>	10) Does the employer agree to ensure that WIOA funds will <b>not</b> be used to relocate operations in whole or in part?
<input type="checkbox"/>	<input type="checkbox"/>	11) Does the employer confirm that the company has operated at current location for at least 120 days (unless the new location did not result in the layoff of employees at another location)?
<input type="checkbox"/>	<input type="checkbox"/>	12) Does the employer agree to provide safe working conditions for OJT trainees?

### Section 3: Authorized Signatures

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

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

1. Does the employer meet all requirements (i.e. answer "yes" to all twelve questions above) of the OJT pre-award analysis? YES  NO

2. Will an OJT Contract (Employer Agreement) be developed? YES  NO   
 If not, please explain.

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# Mountain Area Workforce Development Consortium

## [Insert OJT Provider Name Here]

### On-the-Job Training (OJT) Contract: Employer Agreement

**Section 1: Contact Information**

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

**Section 2: Contract Agreement**

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

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

Individuals employed under this contract must be certified as being eligible by the WIOA OJT Agency. The Employer agrees to submit an invoice for reimbursement to the WIOA OJT Agency (insert name). In addition, the Employer agrees to complete and submit the attached evaluation for each trainee at the midpoint and end of the training period.

**Section 3: Authorized Signatures**

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

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

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

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

WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
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**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:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

## On-the-Job Training General Assurances

### 1. Employer Criteria

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

### 2. OJT Training Occupation

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

### 3. Payments

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

### 4. Availability of Funds

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

### 5. Records Retention and Review

- a. The employer shall maintain records (business receipts, payroll records), sufficient to reflect all costs incurred in the performance of this contract until the appropriate Workforce Development Board audit has been fulfilled, or until the expiration of three years from the date of final payment under this contract.
- b. The employer's establishment and records related to the participant, as may be engaged in the performance of this contract, shall be subject at a reasonable time to inspection, audit, review and evaluation by the U.S. Department of Labor, State of North Carolina, and the Workforce Development Board.
- c. The employer agrees to reimburse to the Workforce Development Board any and all funds received under this contract which are determined by audit to have been spent in activities not in compliance with the provisions of this contract.

### 6. Contract Modifications

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

### 7. Sectarian/Religious Activities

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

### 8. Disclosure of Confidential Information

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

### 9. Nepotism

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

### 10. Debarment and Suspension

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

### 11. Equal Opportunity and Non-Discrimination

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

### 12. Grievances

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

### 13. Maintenance of Effort

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

### 14. Conditions of employment

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

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

**Section 1: General Information**

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





SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

## Section 4: Training Plan Modification, if applicable

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

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

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

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

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

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

## Mountain Area Workforce Development Consortium

**[Insert OJT Provider Name Here]**

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

Trainee Name:

Supervisor Name:

Company Name:

**Section 1: Evaluation**

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

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

*Final Evaluation*

<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)**

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Contract #:

# Mountain Area Workforce Development Board

**Insert OJT Employer Name Here**

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

### Section 1: General Information

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

### Section 2: Trainee Interview

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

### Section 3: Employer/Supervisor Interview

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

### Section 4: Signature

WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	DATE:
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