

Foothills Region Workforce Development Consortium

On-the-Job Training (OJT) Policy and Procedures Manual

July 1, 2020 (PS 04-2015, Change 1)

I. The Purpose of this Manual is to:

- Encourage the utilization of on-the-job-training (OJT). OJT is a strategy that has a proven track record of helping unemployed workers gain new skills to find and retain employment.
- Provide minimum standards and suggestions for operating federally funded OJT.
- Encourage OJT providers to develop consistent protocol and processes across workforce areas for outreach and building effective OJTs

II. Overview of OJT

OJT is one strategy for individuals to receive training funded through the Workforce Innovation and Opportunity Act (WIOA). The term "on-the-job training" means training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer for the costs associated with training the OJT trainee, which are usually calculated at half the pay rate for the agreed-upon training period; and
- Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.¹

OJT is an excellent vehicle for individuals to build their skills and re-establish themselves in new fields. It also provides an incentive to employers to hire individuals and invest in their skill development. It is a very good option for job seekers who (for instance):

- Have run out of unemployment or need to earn a wage while learning an occupational skill;
- Are uncomfortable in a classroom setting;
- Prefer to learn by doing and can learn the skills necessary for the occupation more thoroughly on the job; and/or
- Need supervision as they learn specific skills for an occupation.

Employers providing an OJT can receive reimbursement for a portion of the hourly pay rate – typically up to 50% -- which is considered payment for extraordinary costs to the employer associated with training a new employee. An agreement with the employer specifies the duration of training as well as the skills and competencies to be acquired by the participant. The length of the training period depends on the complexity of the job as well as the participant's skills and

prior work experience. OJT provides an incentive to employers to hire individuals and invest in their skill development, and trainees can earn as they learn.

III. OJT Policies

These policies will help to establish consistency and institutionalize practices in providing OJT services in the Region. Further, They will provided staff a reference for managing the OJT system.

Restrictions and Conditions

- Eligibility—participants eligible for the WIOA Adult or Dislocate Worker program
- On-the-Job Training contracts may be written with employers in Foothills Region and employers outside the Local Area if the contracts are for the training of residents within the region.
- Private for profit, private non- profit and public sector employers are eligible to participate in this project.
- Pre-award analysis document must be completed prior to contract negotiation. Pre-Award Analysis—Attachment 1.
- Contracts with detailed individualized training plans for each training participants are required.
- Training is limited to 6 months (1040 hours) but is based on the training needs of the participant outlined in the individualized training plan.
- Contracts may not be written with employers that have exhibited a pattern of high turnover
- OJT positions must offer reasonable expectation of year round employment. OJT is prohibited in seasonal jobs or with seasonal employers.
- OJT is prohibited if employer is experiencing abnormal labor conditions: i.e., a strike or lock-out.
- OJT is prohibited if implementation of the contract will result in the displacement of currently employed workers or the reduction of the current work force, or if OJT participants will be placed in positions currently affected by lay off.
- OJT contracts may only be negotiated and initiated with the employer of record. Contracts may not be written if the employer of record is a temporary staffing agency unless the trainee is to be considered a permanent employee of the agency and will be trained in activities specific to the operation and/or management of the enterprise.
- All OJT employers must be registered or licensed (as appropriate) to do business in their State and in good standing with applicable State Statutes.

- All OJT employers must have been in business in the training facility for at least 120 days unless it can be proven that the employer located the training facility at the present location as a result of business expansion (as opposed to relocation) and that no employees were displaced at the initial location as a result of the expansion.
- OJT positions must be classified at a skill level two or higher as determined by the Standard Vocational Preparation (SVP) Code.
- Participants eligible under WIOA (dislocated workers) may only be placed in OJT positions which provide new skills distinct from those possessed by the dislocated worker and in occupations for which the participant would not normally qualify without additional training.
- OJT is prohibited in positions for which commission constitutes over fifty percent of total employee compensation. OJT payments for positions for which commission is paid but constitutes less than fifty percent of total compensation shall be based only on the OJT employees hourly wage and will not reflect any projected or actual commission payments.
- OJT participants must be residents of the State of North Carolina who are eligible for WIOA participation and have little or no marketable skills in the OJT occupation.
- Contracts may be written for potential OJT enrollees whom the employer refers to the WIOA Program if the applicant meets the following restrictions:
 - a. The applicant is determined eligible in accordance with WIOA guidelines.
 - b. The applicant has completed WIOA Assessment and it has been determine that OJT Training in the proposed occupation is appropriate for the applicant.
 - c. The applicant has no prior experience or training in the OJT occupation.
 - d. The applicant has been unemployed at least thirty calendar days immediately prior to the date of referral for OJT consideration.
- OJT should be developed only with employers and/or for occupations which offer the best possibility of long term employment and career advancement for the OJT participant.
- Employees who are attached to the employer pay roll at the time of referral by the employer for OJT consideration may not be placed under an OJT agreement.
- OJT Contracts will not be written for positions requiring less than thirty working days or 240 hours of training.
- OJT Participants shall not be employed directly or indirectly on the construction, operation, administration or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

Limits on Funds

- Limits on the amount of funds per individual – It is encouraged to provide OJT services to individuals currently enrolled in WIOA and are nearing the end of class room training .
- Guidance on the duration of an OJT training plan -. Reimbursement to employers with 1 to 250 employees may be up to 75% of the starting wage. Employers with over 251 or more employees may receive up to 50%
- Supportive services and the funds to cover the cost of certain tools and supplies or classroom training may be provided

IV. OJT Outreach

OJT training will be marketed to both employers and job seekers. Information about OJT are integrated into the Business Services function and the Job Seeker Services function.

Outreach can be done directly or indirectly to both employers and job seekers. Integrating OJT outreach into the Business Services minimizes the chance of multiple staff contacting one employer. Outreach includes, but is not limited to: face-to-face contacts, mail outs (introductory letters, notes of appreciation, newsletters), involvement with the Chamber of Commerce, press releases, networking with other agencies, and speaking to civic organizations.

Outreach strategies may include:

- Researching companies thoroughly before contact and note previous labor needs.
- Working with nearby agencies to target high growth industries for regional outreach.
- Educating employers about how OJT training can enhance their business, cut waste, help train employees, reduce turnover and increase profits.
- Educating job seekers about how to sell OJT training to potential employers.
- Projecting company savings by utilizing OJT.
- Ensuring employer generated required paperwork is minimal.
- Encouraging the job seeker to use an introductory letter when interacting with employers as part of the job search

V. Employer Assurances

VI. A. Pre-Screening for OJT

¹ 20 CFR 667.270(b)

OJT is provided under an agreement with an employer in the public, private non-profit, private, and sector. Prior to entering into an OJT agreement, a pre-screening should be conducted to ensure that the employer meets the minimum standards and can provide both training and long-term employment to an OJT trainee. Employer checklists includes:

- Worker Adjustment and Retraining Notification Act (WARN) notices have previously been filed if applicable.
- The company has not exhibited a pattern of failing to provide OJT trainees with continued long-term employment.

- Company verifies WIOA funds will **not** be used to relocate operations in whole or in part.
- Company has operated at current location for at least 120 days. If less than 120 days and the business relocated from another area in the U.S and individual(s), employees were not laid off at the previous location as a result of the relocation.
- Company commits to providing long-term employment for successful OJT trainees.
- If the company has a collective bargaining agreement, the OJT contract does not impair existing contracts for services or collective bargaining agreements. If, as a program authorized under title I of WIOA, the OJT would be inconsistent with a collective bargaining agreement, the program obtains written concurrence from the appropriate labor organization and employer before the OJT activity begins.²
- OJT funds will not be used to directly or indirectly assist, promote or deter union organizing.
- The OJT will not result in the full or partial displacement of employed workers.
- Trainee wages to be paid are at least equal to:
 - ✓ The federal, state or local minimum wage (Fair Labor Standards Act).
 - ✓ Other employees in the same occupation with similar experience.
- Trainees will be provided the same workers' compensation, health insurance, unemployment insurance, retirement benefits, etc. as regular, non-OJT employees.
- The employer will comply with the non-discrimination and equal opportunity provisions of WIOA and its regulations.

The pre-award analysis is included as attachment 1.

B. Nepotism

No individual shall be allowed to participate in the On-the-Job Training Program if such participation will result in employment with a training provider in which a member of the participant's immediate family will be the supervisor of, or will be supervised by, the participant. Additionally no person shall be allowed to participate in OJT in a position with a training provider if a member of his/her immediate family occupies a position with that provider which has influence over the OJT participant's employment, promotion, salary, or other related management or personnel consideration.

The term "immediate family" shall be understood to refer to a degree of closeness of relationship which should suggest to the general public or others in the work unit that undue favoritism might be shown in hiring, work assignment, promotion or other conditions of employment which would be construed as a violation of the provision of equal employment opportunity for all qualified individuals. In general, this would include wife, husband, mother, father, brother, sister, son; daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandmother, grandfather, grandson, granddaughter, step mother, step father, step son, or step daughter. Additionally, no member of the immediate family, as defined above, of any IPDC staff person shall be allowed to participate in OJT without the prior notification and approval of the department director and the total exclusion of the participants relative

from eligibility determination, counseling, referral, selection, evaluation, termination or any other aspect of program participation and services provision.

VII. OJT Trainee Requirements

Only those individuals who meet the eligibility requirements for intensive services, who have received an assessment and for whom an Individual Employment Plan (IEP) has been developed may be considered for OJT, as well as any type of training under WIOA. An individual referred by an employer 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 and indicates an OJT is appropriate.

Proper program eligibility is required for each funding source, i.e. WIOA formula (Adult, Dislocated Worker and Youth programs), state set-aside, and National Emergency Grants (NEG) (dislocated worker). Regardless of the funding stream, 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.

Once the preliminary IEP information has been gathered and the assessment process is completed, the following considerations should be addressed:

- Does the participant need to learn skills for the desired position, or have those skills already been acquired?
- Does the participant have a need for training?
- What is the best way for the individual to obtain the skills needed (i.e., OJT or occupational skills training)?
- Can the position be obtained at this company without OJT training? If a need for OJT cannot be documented, a direct placement or referral to other services should be considered. If a need for OJT has been determined and recorded on the IEP, a referral may be made to appropriate employers
- Is the participant likely to succeed in training?

Factors used to select OJT as the most appropriate referral may include the participant's need for occupational training, participant's job readiness, and match of referral to the participant's needs, interests, and employment objectives, and capability of the participant's to complete the training. The IEP documentation of a participant's appropriateness for OJT is required prior to employer selection. In summary, it is the local area's responsibility not only to ensure the *eligibility* of the participant/trainee, but also to assure the individual's *suitability* for OJT with the employer in question.

Assessment—Individualized assessments should be conducted for each participant prior to assignment to an OJT training opportunity. Assessments **may** include basic skills, employability skills assessment of the applicant's family and financial situation. It is primarily left to professional judgment how detailed an assessment is necessary. It is recommended that all OJT applicants are encouraged to pursue the North Carolina Career Readiness Certificate.

Skills Gap Analysis—A skills gap analysis must be conducted in order to properly develop the individualized training plan. This may be accomplished by using the following tools:

1. My Skills My Future—USDOL on-line resource available at www.usdoleta.gov
2. EMSI – Occupation Analysis www.economicmodeling.com
(user name and password required)
3. O*Net -- <http://www.onetcenter.org/>

VIII. Required Documents

To encourage the use of OJT by employers and job seekers, it is critical that the OJT providers keep paperwork to a minimum. However, there are several documents required to effectively implement an OJT including OJT contracts, training plans, invoicing and monitoring documentation. Please note that OJT is considered a program cost under WIOA and should be reported as such on financial reports.

A. OJT CONTRACT MINIMUM REQUIREMENTS

An employer orientation must be completed with each employer and/or employer representative and training supervisor to discuss the contract provisions and training plans. The contract process sets the ground-rules for OJT with an employer and ensures there is a legally binding agreement between the employer and the OJT provider. Contracts are the terms and conditions that the employer and OJT provider agree to provide for an OJT experience. Contract terms include reimbursement rate, maximum reimbursable hours and dollar amounts.

The OJT contract complies with Federal and State regulations and identifies the occupation, skills and the training plans outline the competencies to be learned, and the length of time the training will be provided. The contract includes assurances that rules and regulations will be followed by the employers—contract included as attachment 2.

B. TRAINING PLANS

After determination of the occupation in which the participant will be trained, an OJT training plan must be developed. This plan is a formal and written program of the structured job training that will provide participants with an orderly combination of instruction in work maturity skills, general employment competencies and occupationally specific skills that will enable the participant to work toward self-sufficiency. OJT staff can use O*NET and/or a company job description as a basis to begin listing skills or tasks. Keep each skill description concise and comprehensive and make sure the individual tasks are measurable and observable.

The Training Plan must include:

- Trainee information - name and contact information of participant and Social Security Number;
- Employer information – name and contact information;
- OJT information – start and end dates, wage rate, and reimbursement rates

- Occupational information – job title and description, O*NET code, and number of hours per week
- Job skills – skills necessary to perform the job and the trainee’s skill level for each of these skills
- Training information - list of specific skills or tasks the employer agrees to provide to the participant, estimated training hours for each skill, and acknowledgement of skill obtained
- Signatures - of trainee and date, of employer and date, and of OJT provider and date.

In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience and **skills gap determined through analysis**, level of difficulty, and the participant’s IEP. The level of difficulty is determined from an assessment of the job description.

For example, if the job requires the repair of machinery, a determination needs to be made of tools needed, the precision needed to use the tools successfully, skills needed to diagnose problems, and the training needed to successfully disassemble and reassemble parts. O*NET is a useful resource to use in determining the length of training.

The selected characteristics of occupations defined in the O*net is used to define occupations. Once an actual job title, and job description has been ascertained, the Job Zone and SVP or Specific Vocational Preparation code can be determined. This code gives a time frame for training codes and is used in negotiating the length of the training period. However, O*NET should not be relied upon exclusively at the risk of overlooking the needs, skills, and abilities of the participant and the specific needs of the employer.

The training plan becomes the work statement of the contract and followed as a guide when delivering training. The training plan is also useful for determining whether the services contracted for are delivered. Once skills have been identified and a method for measuring them has been established, trainee progress can be determined. Training plan is included as attachment 3

C. PAYMENT FOR TRAINING

Payments to employers for OJT shall be in compliance with WIOA program guidelines. Payments to employers are in compensation for the “extraordinary costs” associated with training participants. Employers are not required to document these extraordinary costs. Extraordinary costs associated with training of participants are usually understood to mean:

- More intense supervision;
- Above average material waste;
- Abnormal wear on tools;
- Down time; and
- Lower rates of production.

The participant must receive wages and fringe benefits equal to those similarly employed by the employer. The reimbursement is not a wage subsidy. It is expected that the participant will continue working after the payments to the employer end. It is also expected that the participant will continue to receive compensation and benefits commensurate with the job performance.

Payment to employers should be managed by an invoice system that clearly documents the number of hours worked each day by the participant and rate of pay for the time period. Invoices must be signed by employer or and be accompanied by a time sheet that is signed by the participant and reconciled to the invoice. Also, payments to employers must be based on the starting wage of the participant.

D. INVOICING

It is the responsibility of the employment specialist to set up monthly invoicing appointments with the contractor. On receipt of the invoices that will be accompanied by a copy of the employer's time sheet/time sheet, the employment specialist should verify all balances (beginning and end) for hours and monies and verify that the evaluation and signatures sections are complete. The employment specialist should initial the invoice verifying processing and complete the OJT financial monthly progress. Any corrections or changes should be noted in ink and initialed by the employment specialist. The financial monthly progress report is the Workforce Development Director and Executive Director. Monthly progress reports will be turned in on each participant at the time of invoicing.

Invoice monthly financial progress and participant progress reports are included as attachment 4.

E. MID-POINT EVALUATION

A mid-point and final evaluation, in addition to the monthly progress reports will be completed by the employer to ensure that the objectives of the training has been achieved. Evaluation form is included as attachment 5

F. MONITORING

Monitoring is the responsibility of the local area monitoring staff and/or support staff. Monitoring will include oversight of the participant training. To ensure validity and propriety of the reimbursement amounts claimed, and that the training for which the contract is written is actually delivered, on site monitoring of OJT employers is required. The on-site monitoring of the OJT must include documenting information received directly from the trainees and should capture the trainee supervisor's perspective about how the training is progressing. Monitoring tool included as attachment 6.

Attachment 1

On-the-Job Training
Policies and Procedures

Pre-Award Analysis

Foothills Region Workforce Development Board

Foothills Regional Commission

On-the-Job Training (OJT) Contract: Pre-Award Analysis

C. 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:

D. Section 2: Criteria for OJT Employers

YES	NO	Employer Requirements
<input type="checkbox"/>	<input type="checkbox"/>	1) Does the employer agree to ensure that the OJT will not result in the replacement of laid-off workers?
<input type="checkbox"/>	<input type="checkbox"/>	2) Does the employer ensure that the company has not exhibited a pattern of failing to provide OJT trainees with continued long-term employment?
<input type="checkbox"/>	<input type="checkbox"/>	3) Does the employer commit to providing long-term employment for successful OJT trainees, barring unforeseen economic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	4) Does the employer agree to ensure that the OJT will not result in the full or partial displacement of currently employed workers nor will it infringe on promotional opportunities of current workers?
<input type="checkbox"/>	<input type="checkbox"/>	5) Does the employer agree to ensure that trainees will be provided the same benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work?
<input type="checkbox"/>	<input type="checkbox"/>	6) Does the employer agree to ensure that trainee wages to be paid are at least equal to both: a) 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 not result in the impairment of existing contracts for services or collective bargaining agreements?
<input type="checkbox"/>	<input type="checkbox"/>	9) Does the employer agree to ensure that OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing?
<input type="checkbox"/>	<input type="checkbox"/>	10) Does the employer agree to ensure that WIOA funds will not be used to relocate operations in whole or in part?
<input type="checkbox"/>	<input type="checkbox"/>	11) Does the employer confirm that the company has operated at current location for at least 120 days (unless the new location did not result in the layoff of employees at another location)?
<input type="checkbox"/>	<input type="checkbox"/>	12) Does the employer agree to provide safe working conditions for OJT trainees?

E. Section 3: Authorized Signatures

I hereby certify that the above information is, to the best of my knowledge, true and correct.

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

F. 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.

Attachment 2
On-the-Job Training
Employer Contract/Agreement

Foothills Region Workforce Development Board

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

Section 1: Contact Information

Complete the following Employer Information		
WIOA OJT AGENCY: Foothills Regional Commission	WIOA OJT AGENCY REPRESENTATIVE:	PHONE NUMBER/ EMAIL ADDRESS:
COMPANY NAME: XXXXXXX		<input checked="" type="checkbox"/> NEG/ARRA <input type="checkbox"/> STATE ACTIVITIES <input type="checkbox"/> FORMULA
ADDRESS:		PHONE NUMBER:
EMPLOYER REPRESENTATIVE:	TITLE:	EMAIL ADDRESS:
CONTRACT START DATE:		

Section 2: Contract Agreement

This contract is entered into between the Foothills Region Workforce Development Board, 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 75% of the gross wages paid to the trainee(s) during the training period. In addition, the Employer agrees that it will perform under this contract in accordance with the Workforce Innovation and Opportunity Act and the regulations, procedures and standards promulgated there under. The Employer shall comply with all applicable Federal, State and local laws, rules and regulations which relate to the employment of persons who perform work and are trained under this contract.

Individuals employed under this contract must be certified as being eligible by the WIOA OJT Agency. The Employer agrees to submit an invoice for reimbursement to the WIOA OJT Agency By the fifth of each month. 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

I agree to all terms, conditions, and general assurances set forth in this contract. I hereby certify that the information is, to the best of my knowledge, true and correct.

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

G. 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 WIOA JobLink 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 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 consistently 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 3 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 US 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/Daughter-In-Law, Mother/Father-In-Law, Stepparent, Stepchild, Grandparent, and Grandchild.

10. Debarment and Suspension

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

11. Equal Opportunity and Non-Discrimination

The employer shall not discriminate against any employee or applicant because of race, color, religion, sex, age, disability, political affiliation, beliefs, citizenship or national origin and agrees to

post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause. This contract is subject to the Civil Rights Act of 1964 and ensuing Regulations in 29 CFR Part 31.

12. Grievances

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

13. Maintenance of Effort

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

14. Conditions of employment

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

Attachment 3

On-the-Job Training
Contract
Training Plan

Foothills Region Workforce Development Board On-the-Job Training (OJT) Contract: Training Plan

IX. Section 1: General Information

Please complete the following:				
TRAINEE NAME:			JOB TITLE:	
O*NET CODE:		SVP CODE:		MAXIMUM TRAINING HOURS:
REIMBURSEMENT RATE: \$	REIMBURSEMENT PERCENTAGE: %	MAXIMUM REIMBURSABLE AMOUNT: \$	HOURLY STARTING WAGE: \$	HOURLY ENDING WAGE: \$
COMPANY NAME:		COMPANY ADDRESS:		
TRAINEE SUPERVISOR: XXXXXXXXXX		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:				

X. Section 2: Training Outline

List in the chart below the skills and learning objectives needed to become proficient in the position. *Note: the standard training hours are determined through the use of SVP codes while the actual anticipated training hours are determined after careful analysis of the trainee's current skills and work history.* Please list the standard and anticipated hours required for each skill, as well as the estimated start and end dates. The midpoint and final evaluations will address all listed skills and learning objectives. Attach an official job description to the completed contract.

SKILLS/LEARNING OBJECTIVES	STANDARD TRAINING HOURS	ANTICIPATED TRAINING HOURS	ESTIMATED START DATE	ESTIMATED END DATE

XI. Section 3: Authorized Signatures

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

XII. 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:

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:

Attachment 4

Monthly Invoice
Financial Progress Report
Participant Progress Report

WIA - OJT MONTHLY PROGRESS REPORT/INVOICE

Subcontractor: ACCOUNT # 215 South Trade Street Shelby, NC 28150				Contract Period Start: End:		Month: Invoice Number: VENDOR # Subcontract Number:				
Name and Social Security No.	Slot #	Date Employed	Total Slot Training Hours	Employee Hours Paid This Period	Hourly Cost Factor	Reimbursement This Period	Total Employee Hours Paid To Date	Training Hours Balance	Contract Reimbursement Earned To Date	Contract Reimbursement Balance
	01					\$ -		0.00		\$ -
	02					\$ -		0.00		\$ -
	03					\$ -		0.00		\$ -
	04					\$ -		0.00		\$ -
	05					\$ -		0.00		\$ -
	06					\$ -		0.00		\$ -
	07					\$ -		0.00		\$ -
Totals						\$ -				
Project Officer's Certification: Recommendation performance satisfactory for payment purposes.										
WIA ADMINISTRATOR DATE EXECUTIVE DIRECTOR DATE							Amount to be paid:	\$ -		

VOUCHER# _____ CHECK# _____ DATE _____

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Contract Number: _____ Billing Period: _____

Foothills Region Workforce Innovation and Opportunity Act
On-the-Job Training Invoice

Contractor: _____ Workforce Investment Act
Foothills Region Local Area
Job Training Program

Name: _____ Isothermal Planning and
Development Commission
Attn: Arlene Taylor

Address: _____ PO Box 841
Rutherfordton, NC 28139

Contact Person: _____ Diane Hodge
Telephone: _____ (828)-287-2281 ext. 1253

TRAINEE: _____
Name Social Security Number

TOTAL HOURS WORKED THIS PERIOD: _____

Please attach a copy of the employee's timesheet or timecard.

Reimbursement _____ per hour

The contractor will be reimbursed according to Foothills Regional Commission's finance department schedule. Checks are processed on the 30th; invoices must be submitted at least three working days in advance.

The Contractor certifies that the hours reported are accurate and in accordance with the terms and conditions of the OJT contract and the Workforce Innovation and Opportunity Act.

Authorized Contractor Signature

Date

OJT MONTHLY PROGRESS REPORT

Name: _____ Date: _____

Areas Rated:	Excellent	Good	Fair	Poor
Attendance				
Punctuality				
Following Directions				
Progress with Training Plan				
Working Relationship with Co-Workers				
Working Relationship with Supervisor				
Attitude				
Following Safety Procedures				
Quality of Work				

Comments:

Supervisor's Signature

Employee's Signature

Attachment 5

On-the-Job Training

Mid-Point and Final
Evaluation

Foothills Region – Foothills Regional Commission

Insert OJT Provider Name Here

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

Trainee Name:

Supervisor Name:

Company Name:

SKILLS/LEARNING 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"/>	
	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 1: Evaluation

Section 2: Authorized Signatures

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

Midpoint Evaluation

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

Final Evaluation

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

Section 3: Comments, please explain any unsatisfactory evaluation

Attachment 6

On-the-Job Training Monitoring Tool

Foothills Region Workforce Development Board

Insert OJT Provider Name Here

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

XIV. 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:

XV. Section 2: Trainee Interview

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	13) Do you have a copy of your Training Plan?
<input type="checkbox"/>	<input type="checkbox"/>	14) Are you receiving the type of training outlined on the Training Plan? If not, do you know why?
		15) Who is providing the training and how much time do they typically spend with you during the day?
<input type="checkbox"/>	<input type="checkbox"/>	16) Does your supervisor explain your assignments and provide support if needed?
<input type="checkbox"/>	<input type="checkbox"/>	17) Does your supervisor review your performance with you consistently?
<input type="checkbox"/>	<input type="checkbox"/>	18) Do you have any concerns about the job; working conditions including safety provisions, supervision, working hours, pay, etc.?
<input type="checkbox"/>	<input type="checkbox"/>	19) Do you have any additional comments, questions or concerns?

XVI.

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?
		3) Who is providing the training and how much time do they typically spend with the trainee during the day?
<input type="checkbox"/>	<input type="checkbox"/>	4) Do you review the trainee's progress with them regularly? Please explain.
<input type="checkbox"/>	<input type="checkbox"/>	5) Is the trainee making satisfactory progress in learning the position? Please explain.
<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?
<input type="checkbox"/>	<input type="checkbox"/>	7) Do you have any other questions, comments or concerns?

XVII. Section 4: Signature

WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	DATE:
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