



January 5, 2023

**EASTERN CAROLINA LOCAL AREA ISSUANCE NO. 2022-05**

**SUBJECT:** On-the-Job Training (OJT) using Workforce Innovation and Opportunity Act (WIOA) Funds

**PURPOSE:** To provide guidance on conducting On-the-Job Training (OJT) using WIOA funds and rescinds Eastern Carolina Local Area Issuance No. 2021-03, Change 1 dated January 6, 2022.

**BACKGROUND:** On-the-Job training (OJT) provides North Carolina a means to expand and enhance workforce service delivery to the State's citizens. OJT is a viable pathway for unemployed workers seeking employment and for employers seeking workers. It offers the unique opportunity to offset initial training costs to fill skilled positions while building organizational productivity as the employee learns job requirements. An OJT arrangement can be the impetus for an employer to create a job opportunity. Local Area Workforce Development Boards (WDB) should consider OJT placements in the context of in-demand occupations or industries where career pathways exist with employer partners who have a documented plan to add jobs.

OJT, as defined in WIOA Section 3(44) is training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- a) provides knowledge or skills essential to the full adequate performance of the job;
- b) provides reimbursement to the employer of up to 50% of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision related to the training; and
- c) 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 services strategy of the participant.

OJT is a viable and compatible part of North Carolina's Integrated Services Delivery product box.

Local Workforce Development Board OJT policy is critical for consistency, institutionalizing services the Local Area WDB seeks to deliver, and for managing and leveraging OJT funds. The leveraging of hiring incentives such as Work Opportunity Tax Credit (WOTC) or the federal High-Risk Employees (HIRE) federal bonding initiative, in conjunction with OJT, can be beneficial in assisting former offenders with gaining employment.


**ACTION:** Service providers must adhere to the attached OJT policies and use the included forms when providing local WIOA On-the-Job Training services. Signed copies of all pre-awards, employer agreements, and training plans must be submitted to the Local Area to establish the employer as an OJT provider and enter OJT contract information on NCWorks Online.

**EFFECTIVE DATE:** Immediately

**EXPIRATION DATE:** Indefinite

**CONTACT:** Executive Director

**DISTRIBUTION:** WIOA Title I Service Providers

  
Tammy Childers, Executive Director

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An Equal Opportunity/Affirmative Action Employer

Attachments:

- A – OJT Policy
- B – OJT Contract Forms
  - Part A – Pre Award Analysis
  - Part B – Employer Agreement
  - Part C – Training Plan
  - Part D – Training Plan Justification Form
  - Attachment 1 – Trainee Evaluation
- C – Instruction Points for Completing Training Plan
- D – OJT Timecard (*for employers that do not have a timesheet*)

**ON-THE-JOB TRAINING POLICY****TRAINEE ELIGIBILITY**

On-the-job training (OJT) may be provided to eligible Workforce Innovation and Opportunity Act (WIOA) trainees 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 trainees must demonstrate a need for training as recorded on the Individual Employment Plan (IEP) or Individual Service Strategy (ISS).

Employers will have the final selection authority for individuals to be hired. All trainees must meet certain WIOA eligibility criteria before training can begin. Only those individuals who are at least 18 years of age, meet the eligibility requirements for training services, who have received an assessment and for whom an IEP or ISS 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 training services, has received an assessment, and for whom an IEP or ISS has been developed that indicates OJT is appropriate. Assessment of reading and math (TABE) is waived unless the employer requires a specific reading and/or math level for the OJT.

Consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the trainee, prior work experience, and the trainee's IEP or ISS. The results of objective assessment, as documented on the individual's IEP or ISS must indicate that the trainee is in need of, and can benefit from, the activity of OJT. The IEP or ISS must capture the past work history of the applicant from the official file, assess the test results, capture additional information from the applicant about past work experience, 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.

**OUTREACH AND RECRUITMENT OF OJT PARTICIPANTS**

Dislocated Workers may be identified through rapid response, Re-employment Services and Eligibility Assessment (RESEA), and Employability Assessment Interview (EAI) meetings, as well as coordinating services with Trade Adjustment Assistance (TAA) staff. Low income Adult participants may be identified through contact with local Departments of Social Services and community colleges. In addition to those identified through the rapid response meetings, Departments of Social Services and community colleges, Dislocated Worker and Adult participants that have completed training, and have been unsuccessful in securing employment may also be considered for OJT opportunities. Staff may use flyers, brochures and other media venues for outreach and recruitment of potential OJT participants.

**REVERSE REFERRAL**

When an employer identifies a potential candidate for employment who lacks the skills the employer requires upfront and is in need of OJT, they may refer the individual to the Career Center for WIOA and OJT eligibility determination. This must be done prior to the hiring selection or extending an offer of employment.

**SUPPORTIVE SERVICES**

Supportive services may be made available to those that demonstrate a need for such assistance. These services would only be made available until the participant receives their first paycheck and will be based on funding availability. Supportive services may include transportation assistance, childcare, emergency assistance, and other services associated with participating in WIOA funded activities. Procedures outlined in the Eastern Carolina Local Area Issuance for supportive services will be followed when providing supportive services.

**EMPLOYER ELIGIBILITY**

The hiring and training may begin after the OJT Pre-Award Analysis form has been completed and the OJT Employer Agreement has been signed by all the parties. The trainee becomes an employee of the company on the day the OJT begins.

Staff should give careful consideration when selecting a suitable employer for OJT. General business practices in terms of working conditions (safety, health), 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 are factors to consider while completing the OJT Pre-Award Analysis form.

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

An OJT contract must be limited to the period of time required for a trainee 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 skill level of the trainee, prior work experience, and the trainee's IEP or ISS.

## **EMPLOYER OUTREACH STRATEGIES**

OJT outreach strategies to potential employers include employer visits, telephone contacts, Chamber of Commerce functions, newspaper advertising, flyers, brochures, interaction with other community organizations, and through former OJT employers.

Discussion with potential OJT employers may include:

- Purpose of OJT
- Participant eligibility requirements
- OJT contract
- OJT training plan
- Reimbursement schedule & rate
- Case management and monitoring
- OJT evaluation process
- Hatch Act (*The Hatch Act of 1939, An Act to prevent harmful political activities*)
- No WIOA workers can be used to promote or restrict union activity
- Sectarian activities not permitted (*activities connected or affiliated with any particular religious or political belief*)
- Grievance procedure
- Termination of contract/employment

## **CONTRACT REQUIREMENTS/DEVELOPMENT**

- OJT contracts 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 requirements of the Civil Rights Act of 1964 and 29 CFR Part 31 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 OJT will be subject to the same personnel policies, rules, and regulations, afforded the same benefits, and compensated at the same rates as other 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 by the employer.
- 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 trainee.
- The employer must certify that the trainee 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 Contract Agreement.
- The OJT employer will agree to adhere to the local Workforce Development Board's (WDB's) grievance process if a complaint arises in connection with the OJT trainee and/or the training.
- OJT trainees 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 for religious worship or be required to participate in religious activities.

- No individual (neither new hire nor incumbent worker) may enter an OJT position if a member of his or 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. Check with your Local Area WDB Financial Director for the Suspension of Funding List.
- 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 trainee 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 trainee; or
  - (3) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
- No OJT contract can exceed six (6) calendar months.

## **SKILLS 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. Skills the trainee acquired from previous work or life experiences are transferrable and can be used in every occupation, regardless of the type of work. Transferrable skills are unlike job-related skills, which tend to be used only in one type of work. This plan will contain occupationally specific skills that the employer requires for competency in the OJT occupation. On-the-Job Training funds should not be used for orientation to standard operating procedures of the employer. An analysis of the trainee's prior work history, transferrable work skills and the job skills gained must be compared to the job skills/job description the employer requires in the OJT occupation. The resulting gap in skills will be the basis for the development of the Training Plan and will be documented using the Training Plan Justification Form as well as included in the case notes. The Specific Vocational Preparation (SVP) data found in the O\*NET 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.

There are a number of assessment tools available that may be used to conduct a skills gap analysis and provide adequate documentation of the process used to develop the Training Plan. Some of these assessment tools include Prove It!™, an Internet-based assessment tool used to determine an individual's level of skills in a particular occupation and to document skill deficiencies, as well as the O\*NET Online website and [www.myskillsmyfuture.org](http://www.myskillsmyfuture.org) which have both been developed by the US Department of Labor.

## **OJT TRAINEE PLACEMENTS**

OJT trainee placements should be for positions that are high growth in-demand occupations, within one of the ECWDB approved career pathways or industries where career pathways exist with employers that have a documented plan to add jobs.

## **OCCUPATIONAL SKILLS TRAINING FOR OJT PARTICIPANTS**

Participants enrolled in OJT may participate in short term occupational skills training if the training is required for the OJT or will enhance the skills of the participant in the OJT position. Training must be directly related to the OJT position. Training required by the OJT employer, should be part of the individualized OJT Training Plan. If the training is not required by the OJT employer, it would not go on the OJT Training Plan, but should be documented on the Individual Employment Plan/Individual Service Strategy (IEP/ISS) as an objective for the OJT goal. The occupational skills training cannot reduce the work hours of the OJT.

## **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.

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.

## **COORDINATION OF CASE MANAGEMENT AND BUSINESS SERVICES FUNCTIONS**

Service providers will coordinate the functions of case management and business services when providing On-the-Job Training. These services may be provided by the same individual.

## **REIMBURSEMENT AND INVOICING PROCESS**

The employer will invoice the service provider on a monthly basis and include time records to show hours worked by the OJT participant. The service provider will review invoice and time records for accuracy and process the invoice for reimbursement. If the employer does not have a time sheet/record you can provide them with **ATTACHMENT D**.

## **FINANCIAL AND PROGRAMMATIC MONITORING**

Financial and programmatic monitoring will be conducted annually during scheduled monitoring visits by Local Area staff and reviewed monthly by Local Area staff when processing invoices from the services provider.

The trainee's progress under an OJT contract will be formally monitored at least once during the training period by the staff responsible for the development of the contract. Trainee's progress must be documented monthly in the case notes. Periodic communication with the OJT employer/supervisor and the trainee during the training period is required to insure the successful completion of the training.

## **OJT FORMS**

The forms listed as Attachment 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 contract package is incomplete if all forms (Pre-Award Analysis, Employer Agreement, Training Plan, Training Plan Justification Form, and Trainee Evaluation) are not completed. All OJT forms, signed timesheets, invoices, payroll records and/or copies of pay stubs must be maintained and uploaded in NCWorks Online.

# EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD, INC.

Insert OJT Provider Name

## 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 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 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:

### 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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## EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD, INC.

Insert OJT Provider Name Here

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

#### Section 1: Contact Information

<b>Complete the following Employer Information</b>		
WIOA OJT AGENCY:	WIOA OJT AGENCY REPRESENTATIVE:	PHONE NUMBER/ EMAIL ADDRESS:
COMPANY NAME:	<input type="checkbox"/> FORMULA FUNDS <input type="checkbox"/> STATE ACTIVITY 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 \_\_\_\_\_% 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 \_\_\_\_\_. 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>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:

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

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

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

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

## On-the-Job Training General Assurances

### 1. Employer Criteria

- a. The employer must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate worksite.
- b. The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- c. OJT training may not be 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. Contracts may not be permitted where WDB members have certain ownership or other interests in the firm. Please refer to NCGS 14-234 (a1)(4).
- 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 trainee, 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.

### 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 Workforce Innovation and Opportunity Act (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 WDB 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 trainee, 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 WDB.
- c. The employer agrees to reimburse to the WDB 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 trainee 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. Trainees 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 trainees 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).

## EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD, INC.

Insert OJT Provider Name

### 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: HOURS PER WEEK:	RATIO OF TRAINEES TO SUPERVISOR:
BENEFITS AVAILABLE (list):			

#### Section 2: Training Outline

List in the chart below the skills needed to become proficient in the position. *Note: the standard training hours are determined through the use of Specific Vocational Preparation (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 objectives. Attach an official job description to the completed contract.

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

Section 2: Training Outline Continued, if applicable

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

Section 3: Authorized Signatures

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

## Section 4: Training Plan Modification, if applicable

*OJT 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 WIOA 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 WIOA 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:

\*By signing this agreement all parties agree to follow Assurances found on page 2 of the Employer Agreement.

**EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD, INC.  
TRAINING PLAN JUSTIFICATION FORM**

**Trainee Name:** \_\_\_\_\_  
**Previous Position:** \_\_\_\_\_  
**O\*Net Code:** \_\_\_\_\_  
**Educational/Special Training:** \_\_\_\_\_  
**Identified OJT Position:** \_\_\_\_\_  
**O\*Net Code:** \_\_\_\_\_  
**SVP Range:** \_\_\_\_\_

**Summary of OJT Position:**

**Assessment Tool(s) Used:**

☐ [www.onetonline.org](http://www.onetonline.org) ☐ [www.myskillsmyfuture.org](http://www.myskillsmyfuture.org)  
☐ Other (specify): \_\_\_\_\_

**Training Hours Agreed Upon with Employer**  
*(based on transferrable skills, learning objectives, etc.)*

\_\_\_\_\_

**List Transferrable Skills:**

**List Skill Gaps Identified:**

*(Identified skill gaps should be included on training plan as skills/learning objectives)*

**Summary of Justification:**

\_\_\_\_\_  
**Signature of WIOA Staff**

\_\_\_\_\_  
**Date**

*This information should also be included in the case notes of the OJT activity for this participant*

# EASTERN CAROLINA WORKFORCE DEVELOPMENT BOARD, INC.

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

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

#### Final Evaluation

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

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

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

## Instruction points for completing the OJT training plan

### On-the-Job Training (OJT) Contract: Training Plan

Training Plans are used to outline the specific skill requirements for on-the-job training (OJT). They are also used as the assessment tool to document which skills the Trainee lacks at the start of the training and to measure attainment during the course of the training.

#### SECTION 1: GENERAL INFORMATION

**Trainee Name:** OJT participant

**Job Title:** Position of the OJT participant from the employer's job description

**O\*NET Code:** Occupational code

**SVP Code:** A number that corresponds to the amount of time required by a typical worker to learn the techniques, acquire the information, and develop skills needed in a specific worker situation.

**Maximum Training Hours:** Maximum training hours for the identified OJT participant based upon the skills gap analysis, past work experience, education, and transferrable work skills and is normally less than the training time advised by the SVP code.

**Reimbursement Rate:** The dollar amount that will be reimbursed to the employer. This amount computed based on the trainee's hourly wage rate times the reimbursement percentage.

**Reimbursement Percentage:** The percentage of the hourly rate that is reimbursed to the employer based on the employer size. The reimbursement percentage cannot exceed the sliding scale reimbursement rate based on employer size but can be negotiated lower.

**Maximum Reimbursable amount:** The maximum training hours times the reimbursement rate equals the maximum reimbursement amount.

#### SECTION 2: TRAINING OUTLINE

**Job Skills Needed:** From the job description and the identified skill gaps, list the skills /learning objectives the participant will learn.

**Standard Training Hours:** The standard training hours are determined through the use of the SVP codes, the Job description and discussion with the supervisor to identify specifics of the particular task(s) of the job.

**Anticipated Training Hours:** Anticipated hours are determined after careful analysis of the trainee's current skills and work history. This is the number of hours anticipated for the OJT participant to gain the skills required by the employer to become proficient at a particular job. For each learning objective the anticipated training hours will normally be less than the standard hours because the trainee brings some skills to the OJT occupation.

**\*The total anticipated hours are the maximum training hours in section 1**

SVP LEVEL	STANDRAD TRAINING HOURS	MAXIMUM ANTICIPATED TRAINING HOURS
<b>2</b> (1 month)	240	<b>NO OJT</b>
<b>3</b> (over 1 month up to 3 months)	520	Up to 480 hours
<b>4</b> (over 3 months up to 6 months)	1040	Up to 640 hours
<b>5</b> (over 6 months up to 1 year)	1296	Up to 800 hours
<b>6</b> (over 1 year up to 2 years)	1560	Up to 920 hours
<b>7</b> (over 2 years up to 4 years)	1816	Up to 1040 hours

**Estimated Start Date:** The date the participant is scheduled to begin training on a skill or learning objective.

**Estimated End Date:** The date the participant is scheduled to complete training on a skill or learning objective. The participant can begin & end training on several objectives on the same date. Training on certain skills and learning objectives are ongoing throughout the contract.

#### SECTION 3

Employer Representative, supervisor, WIOA representative and trainee signature

#### SECTION 4

Training Plan Modification, if applicable

Insert OJT Employer Name Here

**ON-THE-JOB TRAINING TIMECARD****TRAINEE INFORMATION**

NAME: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

**REPORTED OJT HOURS**

MONTH \_\_\_\_\_

DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	TOTAL HOURS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					

DATE	TIME IN	TIME OUT	TIME IN	TIME OUT	TOTAL HOURS
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
TOTAL HOURS FOR MONTH					

\_\_\_\_\_  
Trainee Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Supervisor Signature\_\_\_\_\_  
Date