

Policy Letter #12

TO: All Staff and OJT Contractors

FROM: Mid-Carolina Workforce Development Staff

SUBJECT: On-the-Job Training Policy

PURPOSE

On-the-Job Training (OJT) is one of the allowable program activities authorized by the Workforce Innovation and Opportunity Act (WIOA). WIOA provides that in addition to using Individual Training Accounts, training may be provided to Adults, Dislocated Workers, and Youth through contracted On-the-Job Training (OJT).

BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) On-the-Job Training (OJT) program is designed to give enrolled WIOA Adults, Dislocated Workers and Youth an opportunity to learn skills that will lead to employment in occupations or positions for which they are not qualified. WIOA OJT reimburses qualified employers for the extraordinary cost of training and additional supervision that is needed by the unqualified WIOA participant.

On-the-Job Training provides a means to expand and enhance workforce service delivery to the region'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 cost to fill skilled positions while building organizational productivity as the employee learns job requirements.

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:

- 1. Provides knowledge or skills essential to the full and adequate performance of the job:
- 2. Provides reimbursement to the employer of up to 75 % of the wage rate of the participant, except as provided in section 134(C)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training; and
- 3. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

POLICY

The Mid-Carolina Workforce Development Board incorporates the policies, procedures, and contract forms issued by the North Carolina Department of Commerce, Division of Workforce Solutions (DWS) in OG 22-2021, Change 1 (dated January 6, 2022).

On-the-Job Training (OJT) is limited contracts to the time required for the employee to become proficient in his/her job, and *not to exceed six months*.

Section I: WIOA OJT Contract Elements

1. Outreach and Recruitment of OJT Participants

The outreach and recruitment of OJT participants is the responsibility of all Career Center staff as they work with various partnering agencies. In addition, Career Center staff who work with businesses will work to identify potential participants with those respective businesses and industry Equal Opportunity Employer/Program

sectors. Partner agencies can be but are not limited to Vocational Rehab, Department of Social Services, Community Colleges, Public Schools, Economic Development Organizations, Chambers of Commerce, and Faith-based Organizations.

2. Skills Gap Analysis and Training Plan Development

A Skills Gap Analysis will be completed on each potential OJT participant. The gap in required skills is the basis of the Training Plan and is used to determine the length of the OJT training period. There are several assessment tools available that may be used to conduct a skill gap analysis and provide adequate documentation of the process used to develop the Training Plan. Please see Section VII: OJT Contract Length for additional information.

3. Employer Marketing Strategies

The OJT Program will be marketed to potential employers through visits made by the Business Services Representative and/or local Career Center staff. Additional advertising will be done through social media sites, flyers and brochures, telephone, and email contacts as well as through partnering agencies. Staff will discuss the "value add" and benefits of the OJT program to the employer.

4. Reverse Referral Policy

When an employer identifies a potential candidate for employment who lacks the skills the employer requires upfront and needs OJT, they must refer the individual to the Career Center for WIOA and OJT eligibility documentation. This must be done prior to the hiring selection or extending an offer of employment. No more than 50% of OJT enrollments should be reverse referral.

5. OJT Supportive Services Policy

Supportive services will be provided to all participants who demonstrate a need for assistance. Supportive services will be made available based on funding and cover such items as transportation, emergency assistance, and occupational uniforms and/or equipment. Supportive Services <u>must be</u> included in the IEP/ISS. Other requests will be considered on a case-by-case basis and will be based on need and funding assistance.

6. Coordination of Case Management and Business Services Functions

Case Management will be the responsibility of the Service Provider staff. Staff must have monthly contact with the participant and document through a case note in NCWorks Online. This will ensure the participant stays on track during training and any subsequent OJT contract.

7. Financial and Programmatic Monitoring

Financial and Program Monitoring will be conducted by Mid-Carolina (MCWDB)WDB Staff and will be conducted during the review of monthly invoices along with scheduled monitoring visits throughout the program year. Additionally, formal reviews will take place at least once during each OJT contract duration.

Section II: Employer Guidelines/OJT Contract Development

No participant who is to be hired into a training position under an OJT contract may be employed prior to the date the contract is scheduled to be signed. The effective date of the contract shall be negotiated between the Service Provider and the employer and shall be based upon the needs of the participant(s) to start to work and the time needed for processing the contract.

Orientation will be provided to each OJT participant by the Service Provider staff. Each participant, at a minimum, will be acquainted with job factors (wage rate, fringe benefits, numbers of hours expected to work or attend training, and place of employment), supportive services available, grievance procedures, and civil rights. Special orientation to the "world of work" may be provided by service provider staff or by

the employer. The orientation is not covered as part of the OJT contract training activities.

The following list provides restrictions and conditions for determining an employer's eligibility for WIOA/OJT funding.

- a. The employer has a bona fide job vacancy and/or can give a specific date for an expansion of the workforce to meet needs to increase productivity.
- b. The employer agrees to retain the participant in employment upon successful completion of training.
- c. It is intended that OJT assistance be available only to those employers who generally provide year-round employment.
- d. The employer must not violate local, state, or federal labor laws, which includes taxes.
- e. The employer must be in compliance with Section 181(b)(2) and 20 CFR667.270 of the Act which prohibits the replacement or displacement of regular employees for the sole purpose of filling those vacancies with participants whose wages are subsidized under the ACT.
- f. OJT training shall be conducted at the employer work sites which meet prevailing standards with respect to wage, hours and conditions of employment. No OJT contract shall be initiated unless the wages for the position start at a minimum of \$15.00/hour. The wage cap for reimbursement may not exceed \$32.00/hour.
- g. The employer has not previously abused or misused federally funded OJT programs as a means of subsidizing his payroll and/or by his failure to operate such programs in compliance with applicable contract rules and regulations unless corrective action has been initiated and approved by the LA/Substate Grantee.
- h. Per Section 663.700 of the WIOA Act, subsequent training contracts will not be entered into with employers who have received payments under previous contracts and have exhibited a pattern of failing to provide continued long-term employment as regular employees with wages and employment benefits (including health benefits) and working conditions the same level and extent as other employees working similar lengths of time and the same type of work.
- i. OJT contracts will not be entered into with employment agencies or employee leasing agencies for staff the leasing contractor provides to perform specific job functions for another employer.
- j. All OJT employers must be registered or licensed (as appropriate) to do business in the State of North Carolina and in good standing with applicable North Carolina Statutes.

Section III: Working Conditions and Labor Laws

WIOA OJT employees are subject to the same personnel rules, working conditions and benefits as regular employees hired by the employer. It is the responsibility of the person who negotiates the OJT contract to determine that the participants will be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work and that all employer and occupational eligibility requirements are met. If the participants will not be covered by the required benefits, a contract cannot be written or approved.

a. Participants must be covered by Worker's Compensation insurance. The person who negotiates the contract must verify that the employer provides Worker's Compensation for present employees. If

the employer does not have this coverage or an equivalent coverage a contract cannot be negotiated.

- b. Participants shall be afforded the same benefits, at the same level, as other regular employees working a similar length of time and doing the same type of work. This means that if other new employees are considered for salary increases after 30 days, the OJT employee/trainee shall also be considered for a raise using the same evaluation process and the same increase schedule. However, the OJT reimbursement rate will remain the OJT contracted hourly rate.
- c. OJT employees shall also be afforded all paid leave and paid holidays as other employees in accordance with the personnel rules covering regular employees, but all fringe benefits shall be a cost to the employer and shall not be included in the OJT cost reimbursement. The person who negotiates the contract must determine that the OJT employee(s) are provided with all benefits afforded to other regular, newly hired employees of the same employer.
- d. If the employer has established grievance procedures for resolving employee complaints, the OJT employees must be made aware of, and subject to, these procedures. The employer must agree to abide by the Local Area's grievance procedures for resolving grievances and complaints from the OJT participant.

Section IV: Method of Payment to Employer

Employers may be reimbursed for the wage rate of an OJT participant. OJT payments to employers are deemed to be compensation for the extraordinary costs associated with training participants and potentially lower productivity of the participants while in the OJT. Employers are required to submit monthly invoices along with timesheets and pay stubs/pay register to the Service Provider. The monthly invoices will cover the previous pay periods corresponding to the invoice submitted. Employers are required to submit monthly invoices within 10 days of the invoice end date. The Service Provider will provide the employer with assistance in completing the first invoice at the 30-day Evaluation and will assist thereafter as needed. Payment will be made upon completion of the training hours and submission of the OJT payment voucher with all required documentation.

Reimbursement is limited to time worked for which wages are paid under each training objective listed on the participant's Training Plan. Employers will not be reimbursed for time paid to trainees for: sick leave, vacation time, holidays, personal leave, military leave, and other paid leave, as these days are not considered days in training. Employers who pay trainees for travel time cannot be reimbursed travel time, as a trainee is not performing work documented on a training plan. Employers may be reimbursed for overtime wages, provided the work is consistent with the participant's Training Plan. Overtime wages are paid at the established reimbursement rate, not the actual overtime rate paid the participant. Original contract end dates can be modified to allow for employer closings. However, the end date cannot exceed six calendar months.

The reimbursement rate varies depending on the size of the company:

- Up to 50 % for employers with 251 or more employees (6-8 OJTs per company, per program year); or
- Up to 75 % for employers with 250 employees or fewer (8-10 OJTs per company, per program year).

*** Approval from the Director is required for additional OJT requests. ***

Section V: Recordkeeping Requirements

Employers must retain records for a period of three (3) years to substantiate all claims for reimbursement. Records required to substantiate training enrollments and progress, as well as extraordinary costs, generally are left to the discretion of the employers; however, the Training Plan has been developed to assist Equal Opportunity Employer/Program

employers in substantiating extraordinary costs. The Training Plan is actually the means by which the employer verifies that the training is being or has been provided and the training participant has or has not attained the skill(s) outlined in the plan.

All participant records and eligibility documentation, along with the following OJT paperwork, will be scanned into the participant's electronic file through NCWorks Online. All supporting documentation must be uploaded within 14 calendar days from the date of the action. Any expectations must be documented in case notes.

- a. Pre-Award Analysis
- b. Skills Gap Analysis Worksheet which also includes an employer job description and participant resume
- c. Employer Agreement
- d. Training Plan
- e. OJT Monthly Invoices which also includes timesheets and pay stubs/pay register
- f. Trainee Evaluation (mid-point, and final)
- g. Contract Modifications
- h. All correspondence relating to the contract
- i. Any Local Area Forms (if/when applicable)

Section VI: Participant Eligibility and Requirements

An eligible participant is someone who has the aptitude and interest to succeed in a given occupation, is a North Carolina resident and meets WIOA eligibility criteria. The eligible participant, if referred by the employer, will be required to meet WIOA eligibility guidelines and follow all program requirements before placement in an OJT can occur. If the individual is referred to WIOA from the employer (reverse referral), the final hiring selection cannot be complete, and no offer of employment can be made until eligibility is determined. An offer can be extended after the Pre-Award Analysis Form and the OJT Employer Agreement has been signed by all parties. The trainee becomes an employee of the company once the OJT Training Plan is signed by all parties.

No individual (new hire or incumbent) can be in an OJT if a member of his/her family is engaged in an "administrative" capacity with the OJT employer; including the individual who would be supervising the OJT trainee or anyone responsible for the selection, hiring, or placement of trainees.

Section VII: OJT Contract Length

In determining the appropriate length of the OJT contract, Specific Vocational Preparation (SVP) codes are used to calculate the maximum length of time allowed. The Specific Vocational Preparation (SVP) data found in the database for the respective occupation will be used and adjusted to determine the length of training necessary to acquire the needed skills. Occupation-specific SVP codes can be found at onetonline.org.

SVP CODE	Maximum Training Hours
2	160
3	320
4	480
5	640
6	800
7	960
8	1040
9	Director's Approval

The unit of measure for OJT is based on the number of hours in training over a fixed calendar period. The maximum number of hours for an OJT must not exceed 1,040 hours (six months).

Length of training time will be negotiated based on factors such as a specific individual's need for additional training time and/or reduction in training time to reflect the individual participant's pre- existing skills. The participant's Individual Employment Plan (IEP) and the training plan inclusive of a documented skills gap analysis will detail the basis for the training time (contract length) necessary for the participant to become proficient in the occupation for which OJT training is provided.

Section VIII: Trainee/Participant Skill Evaluations

Career Advisors or Business Service Representatives are required to do skill evaluations at the *mid-point* of the contract, and the conclusion. These evaluations provide the employer, the participant, and the Service Provider staff the opportunity to review the Training Plan and ensure the participant is progressing. Completion of the final skills evaluation section of the form must reflect at least satisfactory progress to signal the successful completion of the Training Plan and agreement by the employer to retain the trainee. If modifications are to be made, they must be noted on the Evaluation Form and the OJT Training Plan, and the IEP/ISS must be modified/updated.

In addition, Career Advisors and Business Service Representatives will monitor, using the OJT Monitoring tool, at least once during the OJT contract period. The completed OJT Monitoring Tool will be uploaded into the participant's NCWorks Online. Career Advisors or Business Service Representatives will document the trainee's progress monthly in a case note.

Section IX: OJT Contract Modification and/or Termination

The OJT contract may be modified or terminated by the Service Provider, or the employer, by mutual consent, if it is determined that such modification or termination is in the best interest of the program participant and the employer. The Service Provider will use the Local Area Employer Agreement form to document the modification or termination. Modifications requested by an employer shall be evaluated by the Service Provider who may approve or disapprove the modification. Modifications are to be documented and signed in Section 4 of the Employer Agreement and the OJT Training Plan.

REFERENCES

OG 22-2021 Change 1: On-the-Job Training Using Workforce

ATTACHMENT

Attachment A: On the Job Training Policy

Attachment B: Pre-Award Analysis

Attachment C: Employer Agreement

Attachment D: Training Plan

Attachment E: Trainee Evaluation

Attachment F: Employer Engagement Plan Procedures

Attachment G: Skills Gap Analysis

CREATION DATE

July 2022

REVISION DATE

January 2024 December 2024 June 2025



NORTH CAROLINA DEPARTMENT OF COMMERCE DIVISION OF WORKFORCE SOLUTIONS

DWS Operational Guidance Number: OG 22-2021, Change 1

Date: January 6, 2022

Subject: On-the-Job Training (OJT) Using Workforce Innovation and Opportunity Act (WIOA) Funds

From:

Chet Mottershead Assistant Secretary for Workforce

Purpose:

This change to Operational Guidance 22-2021 updates the Employer Criteria (assurance 1.e.) detailed in the OJT General Assurances of Attachment C, Employer Agreement and rescinds OG 22-2021.

Background:

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 Section 3(44) of the WIOA, 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 and adequate performance of the job;
- (b) is made available through a program that provides reimbursement to the employer of up to 50% of the wage rate of the participant, except as provided in Section 134(c)(3)(H) of WIOA, (75%, see note below) 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 service strategy of the participant, as appropriate.

OJT is a viable and compatible part of North Carolina's Integrated Services Delivery product box. WDB OJT policy is critical for consistency, institutionalizing services the local WDB seeks to deliver, and managing and leveraging OJT funds. OJT requirements and leverage other hiring incentives such as the Work Opportunity Tax Credit (WOTC) or the federal (High Risk Employees (HIRE) (Federal Bonding) initiative that assists convicted offenders gain employment.

Note: Per Sections 3(44) and 134(c)(3)(H) of WIOA, the amount of reimbursement may be increased up to 75% of the wage rate of the participant if the increased rate of reimbursement is warranted after taking the following factors into account:

- (I) Attributes of the participant with special emphasis on whether the participant is an individual with barriers to employment as defined in Section 3(24) of WIOA;
- (II) The size of the employer, with increased reimbursement available to employers with less than 251 employees;
- (III) The quality of employer-provided training and advancement opportunities; and the quality of employer-provided training and advancement opportunities; and
- (IV) Any other factors deemed appropriate by the Governor or WDB, respectively, may be determined to be appropriate, which may include the number of employees participating in the training; wage and benefit levels of those employees (at present and anticipated upon completion of the training); and relation of the training to the competitiveness of the participant.

WDBs must document the factors used when deciding to increase the wage reimbursement levels above the 50% limit set in Section 3(44) of WIOA; provided the reimbursement level cannot exceed 75% in any circumstances.

Action:

WDBs must adhere to this OJT policy and use the included forms when providing local WIOA OJT services. An updated local OJT policy must be submitted to the DWS Planner when changes are made. Local OJT policies are developed to ensure federal and state policies and regulations are followed; however, they may be more restrictive than the state policy. If the local policy is more restrictive, staff must follow the local policy.

Effective Date: Immediately

Expiration: Indefinite

Contact: DWS Planner

Attachments: A. OJT Policy

B. Pre-Award AnalysisC. Employer Agreement

D. Training PlanE. Trainee Evaluation

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 Individualized 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 meet the eligibility requirements for career 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 career services, has received an assessment, and for whom an IEP or ISS has been developed that indicates OJT is appropriate. A currently employed worker may be placed in an OJT with the same employer when the OJT supports acquisition of new skills necessary for upgrading to a new job that requires substantially different higher level skills and the current employee as a result of successfully completing the OJT is expected to receive an upgrade to a higher level position and an increase in pay.

Consideration should be given to the skill requirements of the occupation, academic and occupational skill level of the trainee, prior work experience, and the trainee's IEP or ISS. The results of an 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 skills gap deficiencies will be overcome with the training.

Reverse Referrals

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.

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.

Contract Requirements

- 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 Area 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/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 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.

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. OJT 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. 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 trainee'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. These include Prove It!TM, 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 which have both been developed by the U.S. Department of Labor.

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. Trainees under an OJT contract will be formally monitored at least once during the training period by the staff of the agency responsible for the development of the contract. Trainee's progress must be documented monthly in the case notes.

General Provisions

The WDB will develop written OJT policies that address the following nine elements, at a minimum:

- 1) Outreach and recruitment of OJT trainees
- 2) Skills gap analysis and Training Plan development
- 3) Employer marketing strategies
- 4) Reverse referral policy
- 5) OJT supportive services policy
- 6) OJT contract development
- 7) Coordination of case management and business services functions
- 8) Reimbursement policy and invoicing process
- 9) Financial and programmatic monitoring

OJT Forms

The forms listed as Attachments B are the official documents to be used when conducting WIOA-funded OJT activities and are to be completed sequentially. The OJT contract package is incomplete if all forms (Pre-Award Analysis, Employer Agreement, Training Plan, and Trainee Evaluation) are not completed. The OJT package should be maintained, and all files are to include trainee's NCWorks Online and Business Services files.

Justification for Reimbursement Documentation

Signed timesheets, invoices, payroll records, and/or copies of pay stubs must be maintained and uploaded in NCWorks Online and made available for local and state monitoring. Electronic timesheets are acceptable with required signatures and may be printed and signed. The WDB must have processes in place to verify trainee time and pay.

Timely submission of invoices by the employer allows for timely reimbursement. It is at the WDB's discretion to implement a specific length of time for invoicing and reimbursements.

[Insert OJT Provider Name Here] On-the-Job Training (OJT) Contract: Pre-Award Analysis

Section 1: Employer Information	tion		
Complete the following Employer Inforr	nation		
COMPANY NAME:		1	FEIN#:
CONTACT PERSON:		TITLE:	
COMPANY ADDRESS:	_		
PHONE:	FAX:	EMAIL:	
TYPE OF ORGANIZATION:	<u> </u>	. L	
PRIVATE FOR PROFIT ☐ PRIVATE NON-PROFIT ☐	PUBLIC		
COMPANY NAICS CODE:	# OF CURRENT EMPLOYEES IN THIS LOCATION:	YEARS IN EXISTENCE:	
Section 2: Criteria for OJT E	Employers		
YES NO Employer Requirements			
1) Does the employer ago	ree to ensure that the OJT v	vill not result in the re	eplacement of laid off workers?
	nsure that the company ha		ttern of failing to provide OJT

3) Does the employer commit to providing long-term employment for successful OJT trainees, barring

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?

unforeseen economic conditions?

		conditions at the same level and to the sam	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?					
		6) Does the employer agree to ensure that traa) the federal, state or local minimum wayb) other employees in the same occupation	ge (Fair Labor Standards Act), and	ualto both:				
		 7) Does the employer agree to ensure that trainees are provided with the same workers' compensation coverage as regular, non-OJT employees? a) Workers' Compensation Company: b) Account #: c) Effective Dates: to 						
		8) Does the employer agree to ensure that the for services or collective bargaining agreem	•	of existing contracts				
		9) Does the employer agree to ensure that OJT funds will not be used to directly or indirectly assist, promote, or deterunion organizing?						
		10) Does the employer agree to ensure that WIOA funds will not be used to relocate operations in whole or in part?						
		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)?						
	12) Does the employer agree to provide safe working conditions for OJT trainees?							
Lhord		tion 3: Authorized Signatures tify that the above information is, to the best of n	ny knowledge true and correct					
THEFE	eby cert	tify that the above information is, to the best of th	ny knowleage, true and correct.					
EMPLO	YER SIGN	NATURE: TI	TLE:	DATE:				
WIOA	OJT AGEN	ICY REPRESENTATIVE SIGNATURE:	TLE:	DATE:				
 Section 4: Outcome of Pre-Award Interview Does the employer meet all requirements (i.e. answer "yes" to all twelve questions above) of the OJT pre-award analysis? YES NO Will an OJT Contract (Employer Agreement) be developed? YES NO 								
	If not, please explain.							

[Insert WDB Name Here] [Insert OJT Provider Name Here] On-the-Job Training (OJT) Contract: Employer Agreement

Section 1: Contact Information

WIOA OJT AGENCY:	WIOA OJT AGENCY REPRES	ENTATIVE: PHONE NUMBER/EMAIL ADDRESS:
COMPANY NAME:		☐ STATE ACTIVITIES FUNDS
		☐ FORMULA FUNDS
		☐ OTHER (SPECIFY)
ADDRESS:		PHONE NUMBER:
EMPLOYER REPRESENTATIVE:	TITLE:	EMAIL ADDRESS:
CONTRACT START DATE:	CONTRACT E	END DATE:
Section 2: Contract Agreeme	ent	
This contract is entered into Opportunity Act (WIOA) OJT Age		er called the Workforce Innovation and called the Employer.
referred by the WIOA OJT Age	ncy and deemed acceptable	er(s) and provide OJT services to individuals by the Employer in accordance with the made a part thereof. Reimbursement wil
, ,		the General Assurances on the reverse side exceed percent of the gross wages paid
•		Employer agrees that it will perform under
		ns, procedures and standards promulgated
		le federal, state and local laws, rules and perform work and are trained under this
contract.	employment of persons who	perioriii work and are trained under this

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

Section 3: Authorized Signatures

I agree to all terms, conditions, and general ass	•	ract. I hereby certify that the information				
is, to the best of my knowledge, true and correc	ct.					
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 hereby certify that I agree to the contract agr	reement modification(s) as st	tated above.				
EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:				
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:				

On-the-Job Training General Assurances

1. Employer Criteria

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

- The OJT training occupation must not be seasonal, intermittent, or temporary.
- The occupation must not involve payment in the form of a commission as the primary source of payment to the OJT employee.
- 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 as sociated 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 (ACT) 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 contractif 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)

[Insert WDB Name Here] [Insert OJT Provider Name Here]

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

Section 1: General Information

Please complete the following:							
TRAINEE NAME:				JOBT	TITLE:		
O*NET CODE:		SVP CO	ODE:	HOURLY	Y START	TING WAGE:	HOURLY ENDING WAGE:
REIMBURSEMENT PERCENTAGE:	REIMBURSEMENT	RATE:	MAXIMUM TRAINING HOURS:		MAXI	IMUM REIMBURSA	BLE AMOUNT:
%	\$				\$		
COMPANY NAME:			ANY ADDRESS:				
TRAINEE SUPERVISOR:		TITLE:			PHONE/EMAIL:		
EMPLOYER REPRESENTATIVE NAME:		WIOA	OJT AGENCY REPRESENTATIVE:			WIOA OJT AGENCY INFO:	REPRESENTATIVE CONTACT
PAYSCHEDULE: Weekly		PAY DAY: PERIOD COVERED:			RATIO OF TRAINEE	S 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:

Click here to enter text.

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 Click here to enter a date.

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.

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

^{*}By signing this agreement all parties agree to follow Assurances found on Attachment C, page 3.

[Insert WDB Name Here]

[Insert OJT Provider Name Here]

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

Section 1: Evaluation

Section 1. Evaluation				
JOB SKILLS OBJECTIVES	MIDPOINT EVALUATION OF SKILLS	MIDPOINT EVALUATION DATE	FINAL EVALUATION OF SKILLS	FINAL EVALUATION DATE
	Mastered objective Satisfactory progress Unsatisfactory progress		Mastered objective Satisfactory progress Unsatisfactory progress	
	Mastered objective		Mastered objective	
	Mastered objective Satisfactory progress Unsatisfactory progress		Mastered objective Satisfactory progress Unsatisfactory progress	
	Mastered objective Satisfactory progress Unsatisfactory progress		Mastered objective Satisfactory progress Unsatisfactory progress	
	Mastered objective Satisfactory progress Unsatisfactory progress		Mastered objective Satisfactory progress Unsatisfactory progress	
	Mastered objective Satisfactory progress Unsatisfactory progress		Mastered objective Satisfactory progress Unsatisfactory progress	
	Mastered objective Satisfactory progress Unsatisfactory progress		Mastered objective Satisfactory progress Unsatisfactory progress Unsatisfactory progress	
	Mastered objective Satisfactory progress Unsatisfactory progress		Mastered objective Satisfactory progress Unsatisfactory progress	

Section 2: Authorized Signatures

Midpoint Evaluation

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

Final Evaluation

I hereby certify that the above information is accurate.				
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:
Coi	mments (please explain any unsatisfactory evaluation items)	

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 Individualized 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 meet the eligibility requirements for career 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 career services, has received an assessment, and for whom an IEP or ISS has been developed that indicates OJT is appropriate. A currently employed worker may be placed in an OJT with the same employer when the OJT supports acquisition of new skills necessary for upgrading to a new job that requires substantially different higher-level skills and the current employee as a result of successfully completing the OJT is expected to receive an upgrade to a higher-level position and an increase in pay.

Consideration should be given to the skill requirements of the occupation, academic and occupational skill level of the trainee, prior work experience, and the trainee's IEP or ISS. The results of an 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 skills gap deficiencies will be overcome with the training.

Reverse Referrals

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.

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.

Contract Requirements

- 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 Area 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.

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. OJT 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. 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 trainee'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. These include Prove It!TM, 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 which have both been developed by the U.S. Department of Labor.

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. Trainees under an OJT contract will be formally monitored at least once during the training period by the staff of the agency responsible for the development of the contract. Trainee's progress must be documented monthly in the case notes.

General Provisions

The Local Area WDB will develop written OJT policies that address the following nine elements, at a minimum:

- 1. Outreach and recruitment of OJT trainees
- 2. Skills gap analysis and Training Plan development
- 3. Employer marketing strategies

- 4. Reverse referral policy
- 5. OJT supportive services policy
- 6. OJT contract development
- 7. Coordination of case management and business services functions
- 8. Reimbursement policy and invoicing process
- 9. Financial and programmatic monitoring

OJT Forms

The forms listed as Attachments B are the official documents to be used when conducting WIOA-funded OJT activities and are to be completed sequentially. The OJT contract package is incomplete if all forms (Pre-Award Analysis, Employer Agreement, Training Plan, and Trainee Evaluation) are not completed. The OJT package should be maintained, and all files are to include trainee's NCWorks Online and Business Services files.

Justification for Reimbursement Documentation

Signed timesheets, invoices, payroll records, and/or copies of pay stubs must be maintained and uploaded in NCWorks Online and made available for local and state monitoring. Electronic timesheets are acceptable with required signatures and may be printed and signed. The Local Area WDB must have processes in place to verify trainee time and pay.

Timely submission of invoices by the employer allows for timely reimbursement. It is at the Local Area WDB's discretion to implement a specific length of time for invoicing and reimbursements.

Revised 12/2024



Work Experience Provider

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

Section 1: Employer Information
Complete the following Employer Information

COMPA	NY NA	AME	3:		FEIN #:
CONTA	CT PE	RSO	N:		TITLE:
COMPA	NY AI	ODR	ESS:		
PHONE	:			FAX:	EMAIL:
PR	IVATE	FOI		E NON-PROFIT PUBLIC	
COMPA	ANY NA	AICS	S CODE:	# OF CURRENT EMPLOYEES IN THIS LOCATION:	YEARS IN EXISTENCE:
Section YES	n 2: C NO	Em	eria for OJT Employers		morph in the newlessessess of laid off
		1. 2.	workers?		result in the replacement of laid off ibited a pattern of failing to provide OIT
	trainees with continued long-term employment?				
		3.	barring unforeseen econor	mic conditions?	oyment for successful OJT trainees,
	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?				
	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?				
	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?				
		7.	a. Workers' Compensat b. Account #: c. Effective Dates:	to	<u> </u>
		8.	contracts for services or c	ollective bargaining agreemen	
		9.	Does the employer agree promote, or deter union or		not be used to directly or indirectly assist,

		10. Does the employer agree to ensure the whole or in part?	nat WIOA funds will not be used to re	elocate operations in		
		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)?				
		12. Does the employer agree to provide	safe working conditions for OJT train	iees?		
		uthorized Signatures that the above information is, to the besi	t of mv knowledge, true and correct.			
	0,0	GNATURE:	TITLE:	DATE:		
WIOA (OJT AG	ENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:		
Section 1.	Does OJT j	the employer meet all requirements (pre-award analysis? YES Nan OJT Contract (Employer Agreements, please explain.	0	estions above) of the		



Work Experience Provider

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

Section 1: Contact Information

Complete the following Employer In	formation		
WIOA OJT AGENCY:	WIOA OJT AGENCY F	EPRESENTATIVE:	PHONE NUMBE/ EMAIL ADDRESS:
COMPANY NAME:			☐ STATE ACTIVITIES FUNDS ☐ FORMULA FUNDS ☐ 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 betw Workforce Innovation and Oppor hereinafter called the Employer.	een		
The parties hereto agree that the lareferred by the WIOA OJT Agent associated pre-award analysis and be paid pursuant to the terms and this signatory sheet. In no case she	cy and deemed accepted training plan(s) attact conditions set forth unall total reimbursements period. In addition, WIOA and the regulation by with all applicable to	table by the Employer agreed the Employer agrounds, procedures a federal, state and	part thereof. Reimbursement will Assurances on the reverse side of _ percent of the gross wages paid rees that it will perform under this and standards promulgated there local laws, rules and regulations
Individuals employed under this of The Employer agrees to submit a			•
	Employer agrees to co	omplete and subn	nit the attached evaluation for
cach trainice at the inhuponit and t	ma or the training per	iou.	

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: **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 lavoffs.
- 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

- The OJT training occupation must not be seasonal, intermittent, or temporary.
- The occupation must not involve payment in the form of a commission as the primary source of payment to the OJT employee.
- 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.
- No reimbursement shall be made for a period of work stoppage at the employer's worksite.
- 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 (ACT) 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).



Work Experience Provider

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:		WAGI	LY STAF E: \$	RTING	HOURLY ENDING WAGE: \$
REIMBURSEMENT REIMBURSEMI PERCENTAGE: \$	ENT RATE:	MAXIMUM TRA HOURS:	AINING	រិ	MAXIN AMOUI	MUM REIMBURSABLE NT: \$
COMPANY NAME:	COMPANY	ADDRESS:				
TRAINEE SUPERVISOR:	TITLE:			PHONE/I	EMAIL:	
EMPLOYER REPRESENTATIVE NAME:	WIOA OJT AGENCY REPRESENTATIVE:			WIOA OJT AGENCY REPRESENTATIVE CONTACT INFO:		
PAY SCHEDULE: ☐ Weekly ☐ Monthly ☐ Bi-Weekly ☐ Other	PAY DAY: PERIOD CO	VERED:		RATIO C SUPERV		NEES TO
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 HRS.	ANTICIPATED TRAINING HRS.	ESTIMATED START DATE	ESTIMATED END DATE

Section 2: Training Outline (continued, if applicable)

JOB SKILLS NEEDED

STANDARD
TRAINING HRS. TRAINING HRS. START DATE

ESTIMATED
END DATE

START DATE

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 to	hat this Training Pl	an shall be modified as stated:
Except as hereby modified, all other terms and con	aditions of this train	ing plan remain unchanged and in
full force and effect. The effective date of this mod		• • • • • • • • • • • • • • • • • • • •
The employer and the WIOA OJT Agency mutuall do hereby execute this modification in keeping with	th our respective au	thority.
By signing below, I agree to adhere to the modifications	-	
EMPLOYER SIGNATURE:	TITLE:	DATE:
SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:	1	DATE:

^{*}By signing this agreement all parties agree to follow Assurances found on Attachment C, page 3.



Work Experience Provider

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

Trainee Name:	ninee 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 ☐ Satisfactory Progress ☐ Unsatisfactory Progress ☐ Mastered Objective ☐ Satisfactory Progress	Date		Date	
	☐ Unsatisfactory Progress ☐ Mastered Objective ☐ Satisfactory Progress ☐ Unsatisfactory Progress ☐ Mastered Objective		☐ Unsatisfactory Progress ☐ Mastered Objective ☐ Satisfactory Progress ☐ Unsatisfactory Progress ☐ Mastered Objective		
	☐ Mastered Objective ☐ Satisfactory Progress ☐ Unsatisfactory Progress		Satisfactory Progress Unsatisfactory Progress		
	☐ Mastered Objective ☐ Satisfactory Progress ☐ Unsatisfactory Progress		☐ Mastered Objective ☐ Satisfactory Progress ☐ Unsatisfactory Progress		
	☐ Mastered Objective ☐ Satisfactory Progress ☐ Unsatisfactory Progress		☐ Mastered Objective ☐ Satisfactory Progress ☐ Unsatisfactory Progress		
Section 2: Authorized Sign Midpoint Evaluation I hereby certify that the above i		Final Evalu I hereby cert	ation ify that the above informat	ion is accurate.	
Employer Signature:	Date:	Employer Sign		Date:	
Supervisor Signature:	Date:	Supervisor Sig	gnature:	Date:	
Trainee Signature:	Date:	Trainee Signat	ure:	Date:	
Having satisfied the requirements. YES NO *If no, please explain in Sec)			ubsidized	

section 3. Comments (piease explain any unsatisfactory evaluation fiems



Employer Engagement Plan

Background

The Employer Engagement Pan will build and strengthen relationships with Career Centers, employers, and create employment opportunities for job seekers. The Mid-Carolina Workforce Development Board's (MCWDB) Employer Engagement Plan will effectively enhance partnerships and support the workforce development needs of Cumberland, Harnett, Moore, Montgomery and Sampson Counties.

Purpose

Establishing guidelines for engaging employers in Work Based Learning (WBL) programs will ensure a diverse range of employer partners, prevent fraudulent behaviors, promote equitable and effective program outcomes, and address issues related to employer reverse referrals. These procedures apply to all staff involved in employer engagement, program administration, and oversight of WBL programs.

Sub-Recipient's Procedures

- Sub-Recipients will **NOT** allow more than fifty percent (50%) of Work-Based Learning opportunities to be reverse referrals.
- Sub-Recipient's Staff will submit a list of recent graduates and job seekers monthly to the Business Services Team to limit the need for reverse referrals.
- Sub-Recipients will conduct networking with industry associations, Chambers of Commerce, and economic development agencies to identify potential new employers.
- Sub-Recipients will use NCWorks Online to record employer registrations, participant placements, and track program outcomes.
- Sub-Recipients will conduct regular audits and reviews of records to identify and address discrepancies or signs of fraud.
- Sub-Recipients will be required to conduct site visits to verify compliance with program standards, assess the participant's experience, and employer practices.
- Sub-Recipients will require employers to sign the Nepotism and Conflict of Interest policies to ensure merit-based selection.
- Sub-Recipient's staff will conduct regular outreach via emails, phone calls, attend industry events, and host employer information sessions.
- Sub-Recipients will have ongoing communication with employers to ensure understanding and adherence to program requirements.
- Sub-Recipients will provide ongoing support and resources to employers and staff to help them navigate processes and address any issues that arise.
- Sub-Recipients will prioritize current program needs and goals, avoiding excessive reliance on previous employers.

MCWDB Staff Procedures

- MCWDB Staff will be responsible for implementing and enforcing this policy, including employer selection, monitoring, and communication.
- MCWDB Staff will ensure all Sub-Recipient receive training in recognizing and addressing fraudulent behaviors, conducting audits, and managing employer relationships.
- MCWDB Staff will conduct periodic site visits to verify compliance with program standards, assess the participant's experience, and employer practices.

- MCWDB Staff will conduct regular monitoring and audits to ensure compliance with these procedures.
- MCWDB Staff will ensure employers found in violation of program agreements or engaged in fraudulent behaviors receive written notification of the violation and details of the outcome.
- MCWDB will use NCWorks Online to monitor employer registrations, participant placements, and track program outcomes.

The Employer Engagement Plan will be reviewed annually and revised as needed to ensure its effectiveness and alignment with program goals and regulatory requirements. MCWDB will effectively implement these procedures to enhance employer engagement, ensure measures are in place, prevent fraudulent behaviors, and ensure diverse and effective work-based learning opportunities are adequately met.



Work Experience Provider OJT Skills Gap Analysis Worksheet

Please complete all boxes.				
TRAINEE NAME:	TARGE	T JOB TITLE:		
COMPANY NAME:	COMPANY ADDRESS:	COMPANY ADDRESS:		
EMPLOYER REPRESENTATIVE:	TITLE:	CONTACT PHONE NUMBER AND EMAIL:		
SUPERVISOR OF TRAINEE:	TITLE:	CONTACT PHONE NUMBER AND EMAIL:		
WIOA OJT AGENCY REPRESENTATIV	VE: TITLE:	CONTACT PHONE NUMBER AND EMAIL:		
ALL BASE O*NET CODES:	APPROXIMATE YRS. OF EXPERIENCE:	FULLY REGISTERED IN NCWORKS: (Y/N)		
TARGET O*NET CODE:	SVP FROM TARGET 0*NET CODE:	REIMBURSEMENT PERCENTAGE:		
REIMBURSEMENT RATE: STAR'	TING HOURLY WAGE:	TOTAL REIMBURSEMENT AMOUNT:		
PAY SCHEDULE (WEEKLY, ETC.) PAY D	DAY AND PERIOD COVERED:	RATIO OF TRAINEES TO SUPERVISOR:		
BENEFITS AVAILABLE:				
ANTICIPATED CONTRACT START DA	ATE:	CONTRACT END DATE:		



Work Experience Provider **OJT Skills Gap Analysis Worksheet**

A skill gap analysis was performed by using	O*NET Tool, and the	he clients' previous education, and	work
history. The skill set values from the base occ	cupation were subtra	acted from the target occupation to o	btair
a skill gap value between the two occupation	ns. Using the sum of	f both occupations a skill gap perce	ntage
was obtained by dividing the skill set values	of the target occupat	tion into that of the base occupation	ı. The
O*Net Online website was used to research	the Standard Vocat	tional Preparedness (SVP) for the t	targe
occupation for a	Using the perce	entage value from the O*NET skil	l gap
analysis and supporting documents from the	client, it is determine	ed that the client has a skill gap of _	
%. Using the O*Net SVP of	which is	to become a	
, the client qualifies t	for a max benefit of	hours of on-the-Job training	g.