



## **Policy Letter #12**

**TO:** All Staff and OJT Contractors

**FROM:** Matthew Fowler, Executive Director

**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).

OJT is conducted by a private or public sector employer. It occurs while an individual is engaged in productive work, learning the skills and information necessary for full and adequate performance on the job. WIOA defines OJT as training at 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 percent 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.

The NCWorks Career Center operates On-the-Job Training (OJT) services through its contractor for the Young Adult, Adult, and Dislocated Worker Programs.

### **POLICY**

The NCWorks Career Center 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). The Policy Statement can be viewed at [OG 22 2021 Change 1 On the Job Training Using Workforce... | NC Commerce](#).

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*. Listed below, the Local Workforce Development Board Policies has addressed the nine elements of OJT as mentioned in OG 22-2021, Change 1:

Equal Opportunity Employer/Program  
Auxiliary aids and services are available upon request to individuals with disabilities

## **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 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.

### **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 **must be 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. OJT contract development**

Please refer to Section II: Employer Guidelines/OJT Contract Development for specific details on how an OJT is developed and the requirements placed on the employer.

### **7. Coordination of case management and business services functions**

Case Management will be the responsibility of the WIOA Career Adviser. The Career Adviser will have monthly contact with the participant and document through a case note in NCWorks. This will ensure the participant stays on track during training and any subsequent OJT contract.

### **8. Reimbursement policy and invoicing process**

Please refer to Section IV: Method of Payment to Employer.

## **9. 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 contractor 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 (checking corporate status, typing forms, mailing, &, etc.). The employer must also be made aware of the fact that no reimbursement will be paid for any training costs incurred prior to the effective date of an approved contract.

Orientation will be provided to each WIOA OJT participant by a designated staff person. Each participant, as 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 WIOA OJT contract must be conducted by the employer at the worksite indicated on the contract. 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 \$13.00/hour. The wage cap for reimbursement may not exceed \$30.00/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. Worker's Compensation: 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. Fringe Benefits: 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. Grievance Procedures: 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 not required to document such extraordinary costs. The wages of incumbent employees during their participation in the OJT is not allowed as an expense under WIOA Title I. Payment will be released upon completion of the training hours and submission of the OJT payment voucher with all required documentation should be submitted to the Contractor ("Fiscal"). Employers are required to submit monthly invoices along with timesheets and pay stubs/pay register to the WIOA 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 WIOA Service Provider will provide the employer with assistance in completing the first invoice at the 30-day Evaluation and will assist thereafter as needed.

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 incentive varies depending on the size of the company:

- Up to 50 percent for employers with 251 or more employees (6-7 OJTs per company, per program year);  
or
- Up to 75 percent for employers with 250 employees or fewer (3-5 OJTs per company, per program year).

\*\*\* Approval from the Executive 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 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

- 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
- l. Any Local Area Forms (if/when applicable)

The original OJT package (Pre-Award, Skills Gap and supporting documentation, Employer Agreement and Training Plan) **must** be maintained in the participant's file through the NCWorks Online System. *All supporting documentation must be uploaded within 14 calendar days from the date of the action. Any exceptions must be documented in case notes.*

## **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](http://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**

WIOA Career Advisors 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 Career Advisor the opportunity to review the Training Plan and ensure the participant is progressing. 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 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 file. Career Advisors 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 WIOA 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 WIOA 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.

### **Section X: Forms**

The following forms are used with OJT contracts:

- Attachment A: MCWDB Pre-Award Analysis
- Attachment B: MCWDB Skills Gap Analysis
- Attachment C: MCWDB Employer Agreement
- Attachment D: MCWDB Training Plan
- Attachment E: MCWDB Training Evaluation

**Creation Date**      **Revision Date**  
July 2022                      January 2024



\_\_\_\_\_ **NCWorks Career Center**  
**[Insert Service Provider Name Here]**  
**On-the-Job Training (OJT) Contract: Pre-Award Analysis**

**Section 1: Employer Information**

<i>Complete the following Employer Information</i>		
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) Workers' 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

- 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.

## Mid-Carolina Workforce Development Board

### OJT Skills Gap Analysis Worksheet

Please complete all boxes.		
TRAINEE NAME:		TARGET JOB TITLE:
COMPANY NAME:	COMPANY ADDRESS:	
EMPLOYER REPRESENTATIVE:	TITLE:	CONTACT PHONE NUMBER AND EMAIL:
SUPERVISOR OF TRAINEE:	TITLE:	CONTACT PHONE NUMBER AND EMAIL:
WIOA OJT AGENCY REPRESENTATIVE:	TITLE:	CONTACT PHONE NUMBER AND EMAIL:
ALL BASE O*NET CODES:	APPROXIMATE YEARS OF EXPERIENCE:	FULLY REGISTERED IN NCWORKS: (Y/N)
TARGET O*NET CODE:	SVP FROM TARGET O*NET CODE:	REIMBURSEMENT PERCENTAGE:
REIMBURSEMENT RATE:	STARTING HOURLY WAGE:	TOTAL REIMBURSEMENT AMOUNT:
PAY SCHEDULE (WEEKLY, ETC.):	PAY DAY AND PERIOD COVERED:	RATIO OF TRAINEES TO SUPERVISOR:
BENEFITS AVAILABLE:		
ANTICIPATED CONTRACT START DATE:		CONTRACT END DATE:

## Mid-Carolina Workforce Development Board

### OJT Skills Gap Analysis Worksheet

A skill gap analysis was performed by using O\*NET Tool, and the clients' previous education, and work history. The skill set values from the base occupation were subtracted from the target occupation to obtain a skill gap value between the two occupations. Using the sum of both occupations a skill gap percentage was obtained by dividing the skill set values of the target occupation into that of the base occupation. The O\*Net Online website was used to research Standard Vocational Preparedness (SVP) for the target occupation for a (JOB POSITION). Using the percentage value from the O\*NET skill gap analysis and supporting documents from the client, it is determined that the client has a skill gap of \_\_\_\_%. Using the O\*Net SVP of \_\_\_\_\_ which is \_\_\_\_\_ to become a \_\_\_\_\_ JOB POSITION \_\_\_\_\_, the client qualifies for a max benefit of \_\_\_\_\_ hours of on-the-Job training.



**MID-CAROLINA  
WORKFORCE & TALENT  
DEVELOPMENT**

**NCWorks Career Center**

**[Insert Service Provider Name Here]**

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

**Section 1: Contact Information**

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

**Section 2: Contract Agreement**

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

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

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

### Section 3: Authorized Signatures

*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 layoffs.
- c. OJT training may not be subcontracted and must be conducted at the employer's place of business, which meets prevailing standards with respect to wage, hours and conditions of employment.
- d. Employer referrals to NC Career Centers are permitted. Eligibility and suitability for OJT must be determined and verified prior to hiring and/or the beginning of training.
- e. OJT contracts are permitted with firms in which current and/or past Workforce Development Board (WDB) members are employed or otherwise have a financial or personal interest. Contracts may not be permitted where WDB members have certain ownership or other interests in the firm. Please refer to NCGS 14-234(a)(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 (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).



**NCWorks Career Center**

**[Insert Service Provider Name Here]  
On-the-Job Training (OJT) Contract: Training Plan**

**Section 1: General Information**

Please complete the following:

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







### 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.

<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 the Assurances found on Attachment C, page 3.



**MID-CAROLINA  
WORKFORCE & TALENT  
DEVELOPMENT**

**NCWorks Career Center**

**[Insert Service Provider Name Here]**

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

Trainee Name: \_\_\_\_\_ Supervisor Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

**Section 1: Evaluation**

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

**Section 2: Authorized Signatures**

*Midpoint Evaluation*

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

*Final Evaluation*

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

**Having satisfied the requirements of the training plan, employment continues on an unsubsidized basis. YES  NO**

\*If no, please explain in Section 3.

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