**On-the-Job Training (OJT) Pre-Award-Analysis**

**WDB Name: **

**OJT Provider Name:**

**Section 1: Employer Information**

|  |  |  |  |
| --- | --- | --- | --- |
| *Complete the following Employer Information* | | | |
| COMPANY NAME: | | | FEIN #: |
| CONTACT PERSON: | | TITLE: | |
| COMPANY ADDRESS: | | | |
| PHONE: | FAX: | EMAIL: | |
| TYPE OF ORGANIZATION:  PRIVATE FOR PROFIT  PRIVATE NON-PROFIT  PUBLIC | | | |
| COMPANY NAICS CODE: | # OF CURRENT EMPLOYEES AT THIS LOCATION: | YEARS IN EXISTENCE: | |

**Section 2: Criteria for OJT Employers**

|  |  |  |
| --- | --- | --- |
| YES | NO | Employer Requirements |
| ☐ | ☐ | 1) Does the employer agree to ensure that the OJT will **not** result in the replacement of laid off workers? |
| ☐ | ☐ | 2) Does the employer and the WIOA representative ensure that the company has not exhibited a pattern of failing to provide OJT trainees with continued long-term employment? |
| ☐ | ☐ | 3) Does the employer commit to providing long-term employment for successful OJT trainees, barring unforeseen economic conditions? |
| ☐ | ☐ | 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 that the occupation will provide full-time employment (no less than 30 hours per week), unless an exception applies as outlined in the General Assurances statement? |
| ☐ | ☐ | 6) 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? |
| ☐ | ☐ | 1. Does the employer agree to ensure that trainee wages to be paid are at least equal to both:    1. the federal, state or local minimum wage (Fair Labor Standards Act), and    2. other employees in the same occupation with similar experience? |
| ☐ | ☐ | 8) Does the employer confirm “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.” |
| ☐ | ☐ | 1. Does the employer agree to ensure that trainees are provided with workers’ compensation coverage?    1. Workers’ Compensation Company:    2. Account #:    3. Effective Dates: to |
| ☐ | ☐ | 10) Does the employer agree to ensure that the OJT will not result in the impairment of existing contracts for services or collective bargaining agreements? |
| ☐ | ☐ | 11) Does the employer agree to ensure that OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing? |
| ☐ | ☐ | 12) Does the employer agree to ensure that WIOA funds will not be used to relocate operations in whole or in part? |
| ☐ | ☐ | 13) Does the employer confirm that the company has operated at the current location for at least 120 days (unless the new location did not result in the layoff of employees at another  location)? |
| ☐ | ☐ | 14) Does the employer agree to provide safe working conditions for OJT trainees? |

**Section 3: Authorized Signatures**

|  |  |  |
| --- | --- | --- |
| *I hereby certify that the above information is, to the best of my knowledge, true and correct.* | | |
| EMPLOYER SIGNATURE: | TITLE: | DATE: |
| WIOA OJT AGENCY REPRESENTATIVE SIGNATURE: | TITLE: | DATE: |

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

1. Does the employer meet all requirements (i.e. answer “yes” to all fourteen questions above) of the OJT pre-award analysis? YES ☐ NO ☐
2. Will an OJT Contract (Employer Agreement) be developed? YES ☐ NO ☐

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

**WDB Name: **

**Provider Name:**

**Section 1: Contact Information**

|  |  |  |  |
| --- | --- | --- | --- |
| Complete the following Employer Information | | | |
| WIOA OJT AGENCY: | WIOA OJT AGENCY REPRESENTATIVE: | | 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 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, as well as North Carolina state law and regulations, NCWorks Commission Policy Statements, and the Division of Workforce Solutions Operational Guidance. The Employer shall comply with all applicable federal, state and local laws, rules and regulations which relate to the employment

of persons who perform work and are trained under this contract.

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

**Section 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**    1. 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.    2. The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.    3. On-the-Job-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.    4. 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.    5. 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).    6. 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**    1. The OJT training occupation must not be seasonal, intermittent, or temporary.    2. The occupation must not involve payment in the form of a commission as the primary source of payment to the OJT employee.    3. The occupation must be one in which specific occupational training is a prerequisite for employment.    4. 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, apprenticeships, etc.).    5. 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**    1. 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.    2. No reimbursement shall be made for a period of work stoppage at the employer’s worksite.    3. Each trainee’s wages shall be paid in full for the period for which reimbursement is being requested prior to the transmittal of an invoice to the WDB for payment. 4. **Availability of Funds**   Payment for contract activity extending into the next program year is conditional on the availability of Workforce Innovation and Opportunity Act (WIOA) funds in that program year. No obligations will be incurred by the employer if such funds are not available. The employer will be notified in advance, if possible, when funds are limited. | 1. **Records Retention and Review**    1. 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.    2. 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. The North Carolina State Auditor’s Office shall have access to persons and records in accordance with N.C.G.S. 147-64.7.   1. **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.   1. **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.   1. **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.   1. **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.   1. **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.   1. **Equal Opportunity and Non-Discrimination**   The employer shall not discriminate against any employee, applicant, participant, or beneficiary on the basis of race, color, religion, sex, national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status or participation in a WIOA Title I-financially assisted program or activity. The employer/recipient agrees to post required “Equal Opportunity is the Law” notices in conspicuous places accessible to employees and applicants. This contract is subject to Section 188 of WIOA and the implementing regulations at 29 CFR Part 38, as well as other applicable federal nondiscrimination laws.   1. **Grievances**   The employer will ensure that the OJT trainee is informed of established grievance procedures for resolving employee complaints.   1. **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).   1. **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).  *By signing below, I agree to adhere to the General Assurances and my responsibilities thereof.* |

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

**On-the-Job Training (OJT) Training Plan WDB**

**Participant Name:**

**OJT Provider Name:**

**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 ☐ Monthly ☐  Bi-Weekly ☐ Other ☐ | | PAY DAY:  PERIOD COVERED: | | | | | RATIO OF TRAINEES TO SUPERVISOR: | |
| BENEFITS AVAILABLE (list): | | | | | | | | |

**Section 2: Training Outline**

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

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

**Section 2: Training Outline (continued, if applicable)**

**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: |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| JOB SKILLS NEEDED | STANDARD TRAININ G HOURS | ANTICIPATED TRAINING HOURS | ESTIMATED START DATE | ESTIMATED END 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:

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

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

|  |  |  |
| --- | --- | --- |
| *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: |

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

**WDB Name:**

**Provider Name:**

|  |  |  |
| --- | --- | --- |
| 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  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 |  |
|  | 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 Signatures**

*Midpoint Evaluation Final Evaluation*

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

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

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

**Describe performance improvement plan to be implemented with employee:**