Rivers East Workforce Development Board

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RIVERS EAST LA ISSUANCE 2021-08 CHANGE 1

SUBJECT:

RIVERS EAST ON-THE-JOB TRAINING PROGRAM GUIDE

PURPOSE:

Updates General Assurances for the Employer Agreement per

DWS Operational Guidance OG 22-2021, Change 1

ACTION:

All WIOA service providers should review and adhere to the attached

policy requirements and use the attached forms when conducting On-the-

Job Training (OJT) activities.

EFFECTIVE DATE:

July 1, 2021

REVISION DATE:

May 3, 2022

Jennie Bowen

Workforce Development Director

Attachments

RIVERS EAST ON-THE-JOB TRAINING PROGRAM POLICY FOR STAFF AND PROGRAM OPERATORS

July 1, 2021

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Workforce Innovation and Opportunity Act (WIOA) On-the-Job Training (OJT) Program Policy

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INTRODUCTION AND PURPOSE

The Workforce Innovation and Opportunity Act (WIOA) authorizes the implementation and operation of a variety of programs designed to facilitate the transition of persons into permanent, full-time employment. On-the-Job Training (OJT) is recognized as one of the most effective programs that contribute to this objective. The OJT process allows the participant to learn skills that will enhance retention in unsubsidized employment. This Policy Handbook provides procedures for implementing the OJT program.

All programs authorized under WIOA are intended to benefit those in need of training to reduce the identified skills gap. These individuals frequently require training and other services which are over and above those normally provided other new employees. WIOA OJT provides reimbursement to employers for extraordinary costs incurred in hiring persons in need of training. The reimbursement period is based on a negotiated training time.

The OJT program encourages employers to hire and train individuals that they traditionally would not hire without the incentives provided by the program. An individual may be enrolled in an OJT program only upon completion of an assessment and IEP in which OJT and the occupation offered by the employer is an appropriate activity.

Within the limits of this policy, jobs suitable for OJT contracting include those that offer permanent, full-time employment. While most jobs under contract will provide full-time employment, part-time, flex-time and other alternative work arrangements may be contracted for individuals with special employment considerations, i.e., age, handicap or other factors.

WIOA OJT must be directed towards private business, the public sector, and private non-profit sectors of the economy. The vehicle for implementing OJT is a negotiated fixed-price contract between employers (subcontractor) and the contractor (service provider).

The sections which follow contain information which describes the WIOA/On-the-Job Training Program and contracting procedures.

I. WIOA OJT ELEMENTS

Outreach and recruitment is the responsibility of all Career Center Staff and Board Staff as they work with the various partnering agencies. Partnering agencies can be but are not limited to: Vocational Rehabilitation, Department of Social Services, Community Colleges, Public Schools, Career Centers, Boys & Girls Club, Chambers of Commerce, and Faith-based Organizations.

A *Skills Gap Analysis* and comparison 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 on-the-job training period. There are several tools that may be used to conduct and document a skills gap analysis, including www.myskillsmyfuture.org and http://online.onetcenter.org. Rivers East will utilize EMSI to calculate the participant skills gap. When needed, eSkill may also be used. These provide general guidance on how to conduct a skill gap analysis.

If a participant possesses previous experience through a Work Experience Program, a WIOA/OJT contract may be prohibited or be significantly restricted. If the participant's experience is less than the length of training time prescribed by the employer, a contract may be permitted.

The *Training Plan* will be developed based on the employer job description. The Plan will take in account the participant's prior work history and job skills. Each objective will be measurable and have an expected outcome.

The OJT program will be *marketed to potential employers* through visits made by the Local Area staff and local Career Center staff. Additional outreach will be 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.

Reverse Referrals from employers will be considered just as any other potential participant. Please refer to Section VII: Participant Eligibility and Requirements for additional information.

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, childcare, and emergency assistance. Other requests will be considered on a case-by-case basis and will be based on need and funding assistance.

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.

Case Management will be the responsibility of the WIOA Career Advisor. The Career Advisor 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. Business Services will be a coordinated effort between the Career Advisors and the Business Services Staff.

Please refer to Section IV: Method of Payment to Employer and Section V: Basis for Costs Reimbursement Limitations for specific details on *reimbursement and invoicing*.

Financial and Program Monitoring will be conducted by Local Area 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 by the program operator responsible for the OJT contract.

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, number 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.

WIOA OJT employers will be responsible for implementing and fulfilling the terms and requirements of their contract. The employer's responsibility extends also to service(s) which may be provided by another organization or agency that directly impacts the WIOA OJT participant while they are under contract. Employers should take appropriate action to assure that organizations participating in the provision of services have the expertise, staff and general capability to deliver employer services effectively.

The WIOA OJT contract must be conducted by the employer at the work site 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 is able to 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 be in violation of local, state, or federal labor laws, which includes taxes.
- e. The employer is experiencing no current abnormal labor conditions; i.e., strike or lock-out in the occupations considered for OJT.
- f. The employer must be in compliance with Section 181(b)(2) and 20 CFR 667.270 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.

- 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.

In Rivers East, if an employer has utilized the OJT program for the training of two participants, at least one participant must have been retained at program completion. If more than two participants have been trained under OJT, approximately two-thirds (66%) must be retained at completion. The 66% retention rate is over the previous three years. The Rivers East Local Area Director must approve any variance to this policy in writing.

- 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.
- k. OJT contracts cannot be used to assist, promote or deter union organization.

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.

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 all benefits afforded other regular, newly hired employees of the same employer.

- c. Union Concurrence: The person who negotiates the OJT contract must determine if other employees of the employer, who perform the same or similar work, are included in a collective bargaining agreement. If such an agreement exists, the union agent who represents the employees must be made aware of and must concur that the terms and conditions of the proposed training will not conflict with the union bargaining agreement. If such written concurrence will not be provided, a contract **CANNOT BE WRITTEN.** No negotiation should be undertaken when the employer declines to consult with the bargaining agent during the negotiation process.
- 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 LA grievance procedures for resolving grievances and complaints from the OJT participant.

IV. METHOD OF PAYMENT TO EMPLOYER

Employers are required to submit monthly invoices along with time sheets and pay stubs/pay register to the WIOA Service Provider. The monthly invoices will cover the previous pay periods corresponding to the invoice submitted. The WIOA Service Provider should not ask the employer to modify their pay schedules just to match the monthly cycle. It is acceptable that pay periods cross into another month. At no time should the WIOA Service Provider adjust the time reported on computerized timesheets without first consulting with the employer. IF a change needs to be made, the employer needs to initial and date the change on the original invoice submitted. If the employer uses a manual time system, the WIOA Service Provider should verify the hours. If a discrepancy is found, the WIOA Service Provider should consult the employer. Any changes made, should be initialed and dated by the employer on the original invoice submitted. Any changes made should be noted in a case note. Electronic timesheets must have an employer signature. 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. Invoices that have been processed for payment should be scanned into NCWorks in a timely manner.

Reimbursement to the employer will be limited to time actually worked, based on the training objectives listed on the OJT 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 trainee is not actually performing work documented on training plan. Employers may be reimbursed for overtime wages, provided the work is consistent with the participants 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.

V. BASIS FOR COST REIMBURSEMENT AND LIMITATIONS

WIOA OJT funds are used to reimburse employers for the extraordinary expenses incurred in training those individuals who might otherwise be excluded from job opportunities due to an identified skills gap. For PY 2021, following the DWS issuance, Rivers East Local Area will provide reimbursement described in WIOA Section 3 (44) and WIOA Section 134 (c)(3) (H) up to 50 percent of the wage rate of the participant.

The Local Workforce Development Board may increase the reimbursement rate up to 75 percent after taking into consideration the following factors:

- a) 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;
- b) the size of the employer, with increased reimbursement available up to employers with less than 251 employees;
- c) the quality of employer-provided training and advancement opportunities; and
- d) any other factors deemed appropriate by the Governor or local Workforce Development Board, respectively, 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.

When the Local Board approves a reimbursement above 50 percent, the justification will be included on the Skills Gap Analysis Worksheet and the Career Advisor will document in the participant's NCWorks file.

Employers with 100 or less employees have the option of have up to three (3) contracts at one time. These can be a combination of Work Experience and/or OJT. Employers with over 100 employees have the option to have up to six (6) contracts at one time. These can be a combination of Work Experience and/or OJT. The limits set above are a combination of all three program areas: Youth, Adult, and Dislocated Worker; not per program area. Exceptions may be granted by the Local Area upon written request.

VI. 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 employer job description and participant resume
- c. Employer Agreement

- d. Training Plan
- e. OJT Monthly Invoices which also includes time sheets and pay stubs/pay register
- f. Trainee Evaluation (30 day, mid-point, and final)
- g. Contract Modifications
- h. All correspondence relating to the contract
- i. Any Local Area Forms

In the event of a natural disaster or if the Governor issues at Stay-at-Home order, electronic signatures will be accepted on Employer Agreements and Training Plans. All documents are still required to be scanned into NCWorks once fully executed. *The Local Area must be made aware prior to the use of electronic signatures.*

The original OJT package (Pre-Award, Skills Gap and supporting documentation, Employer Agreement and Training Plan) will be maintained by the Local Area's Compliance Manager. In the event a modification is needed, the WIOA Service Provider will contact the Compliance Manager. The Compliance Manager will return originals to the Service Provider. Once the modification has been noted and the paperwork re-signed and scanned into NCWorks, the WIOA Service Provider will return the originals to the Local Area Compliance Manager. *All paperwork should be returned within 48 hours of being signed.*

VII. 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.

The participant's Individual Employment Plan/Service Strategy (IEP/ISS) must include the following: past work history of the applicant as document on their resume/work history form, any test or assessment given and the results, additional information such as past work experience, hobbies, volunteer experience, and identify strengths and weaknesses of the applicant. It must also include documentation as to the new skills to be acquired during training and how the skills gap deficiencies will be overcome with the OJT training. In addition, the justification from the Skills Gap Analysis should be recorded.

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 who is responsible for the selection, hiring, or placement of trainees.

If the participant is eligible under the Dislocated Worker Program, an OJT cannot be generated with a public sector employer. In addition, the reimbursable wage cannot be more than \$22.15.

Participants in OJT shall be paid the same wages (the prevailing local wage), including periodic increases, as other workers or incumbents hired for the same or similar jobs. If the training includes cross-training in several occupations, negotiate the contract using the **lowest entry rate** of pay for the various occupations, but in no instance less than \$9.25 for any participant.

If the proposed training is for a salaried position, determine that this salary, when converted into an hourly rate, meets the minimum wage requirements. Use the following methods to convert a salary pay schedule into an hourly rate.

Weekly Salary: Salary divided by usual number of hours in work week equals hourly rate.

Monthly Salary: Salary multiplied by 12 equals annual, divided by 52 equals weekly, divided by usual number of hours in work week equals hourly rate.

Annual Salary: Salary divided by 52 equals weekly, divided by usual number of hours in workweek equals hourly rate.

OJT contracts may be written for eligible employed workers when: 1) the employee is not earning a self-sufficient wage as determined by Rivers East Workforce Development Board policy (see Rivers East definition of self-sufficiency); and 2) the requirements of 663.700 are met; and 3) the OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills or workplace literacy. Such employed workers must be provided a career services (general assessment) and individual career service (IEP development) prior to the determination of the appropriateness of OJT. The Rivers East LA Director must give prior approval to the WIOA Service Provider for any OJT subcontracts written for employed workers.

VIII. Ineligible Occupations

Under WIOA OJT occupations for which contracts will not be approved are:

- a. Occupations dependent on commissions or gratuities as the primary source or income;
- b. Occupations where the individual (incumbent) is already employed with the employer requesting the OJT;
- c. Intermittent seasonal occupations;
- d. Occupations requiring a license issued by the State of NC or other third-party credentialing agency as a hiring prerequisite (excluding driver's license);
- e. Occupations requiring less than 240 hours of training;
- f. Occupations 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.
- g. Part-time occupations (For definition purposes, full-time employment is 36 to 40 hours per week);

Note: Older Workers, workers with disabilities etc. may be negotiated for part-time employment if such negotiation is undertaken for a specific participant. The Rivers East LA Director must give prior approval to the WIOA Service Provider for any OJT subcontracts written part-time employment.

- h. Occupations experiencing or historically having a large turnover in employees. Such occupations are customarily in low or unskilled jobs which require only short demonstration in order to perform the job task;
 - j. Occupations where adequate supervision and/or monitoring is not available. These include traveling salespersons, truck or van drivers who are totally independent of supervision, and some out-stationed job positions with limited or no supervision.

IX. CONTRACT LENGTH

The OJT period, under the WIOA OJT contract, will be no less than 240 hours and no more than six calendar months or 1,040 hours. 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 (IEP/ISS) 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.

Rivers East Local Area will utilize the Specific Vocational Preparation (SVP) codes as indicated in O*NET to determine maximum length of training in OJT programs. SVP conversions as applied in Rivers East LA are as follows:

SVP 3: Over 1 month up to and including 3 months

SVP 4: Over 3 months up to and including 6 months

SVP 5: Over 6 months up to and including 1 year

SVP 6: Over 1 year up to and including 2 years

SVP 7: Over 2 years up to and including 4 years

X. TRAINEE/PARTICIPANT SKILL EVALUATIONS

WIOA Career Advisors are required to do Skill Evaluations at 30 days after the contract begins, at the mid-point of the contract, and at 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 need to be made, they are noted on the Evaluation Form and the OJT Training Plan will be modified.

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 scanned into the participants NCWorks file.

Career Advisors will document the trainee's progress monthly in a case note.

XI. 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 and the OJT Training Plan 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. The completed modifications will be uploaded into the participant's NCWorks file.

XII. FORMS

The following forms are used with OJT contracts:

- a) Pre-Award Analysis
- b) Skills Gap Analysis Worksheet
- c) Employer Agreement
- d) Training Plan
- e) Trainee Evaluation (30 day, mid-point, and final)
- f) OJT Monitoring Tool

Rivers East Workforce Development Board Operator Name

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

Section 1: Employer Information

		he following Employer Inform	and the second second and the first the second seco		
СОМРА	NY NAM	E:			FEIN #:
CONTAC	CT PERSO	DN:		TiTLE:	
СОМРА	NY ADDI	RESS:			
PHONE			FAX:	EMAIL:	
1	F ORGAN E FOR PR	IZATION: OFIT PRIVATE NON-PROFIT	PUBLIC [1.1.000 8.000 1.00	
СОМРА	NY NAIC	S CODE:	# OF CURRENT EMPLOYEES IN THIS LOCATION:	YEARS IN EXISTENCE:	
Secti	ion 2	: Criteria for OJT E	mplovers		
YES	NO	Employer Requirements			
		Does the employer agree to			
		Does the employer ensure t with continued long-term e		exhibited a pattern o	f failing to provide OJT trainees
		Does the employer commi unforeseen economic condi		employment for su	ccessful OJT trainees, barring
		Does the employer agree to currently employed workers			full or partial displacement of es of current workers?
	Does the employer agree to ensure that trainees will be provided the same benefits and workin 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?				
	Does the employer agree to ensure that trainee wages to be paid are at least equal to both: the federal, state or local minimum wage (Fair Labor Standards Act), and other employees in the same occupation with similar experience?				
			o ensure that trainees ar		same workers' compensation
		Workers' Compensation Col Account #:	mpany:		
		Effective Dates:	to		
		**EI	MPLOYER MUST PROVIDE	THE INFORMATION	ABOVE

	7						
		Does the employer agree to ensure services or collective bargaining ag		n the impairment of existing contracts fo			
		Does the employer agree to ensure that OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing?					
		Does the employer agree to ensure part?	that WIOA funds will not be t	used to relocate operations in whole or i			
		Does the employer confirm that the the new location did not result in t		rrent location for at least 120 days (unles ther location)?			
		Does the employer agree to provid	e safe working conditions for	OJT trainees?			
Sect	ion 3	8: Authorized Signatures					
		ify that the above information is, to	the best of my knowledge, tru	e and correct.			
EMPLOY	YER SIGN	ATURE:	TITLE:	DATE:			
WIOA O	JT AGEN	CY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:			
Sect	ion 4	: Outcome of Pre-Award	l Interview				
1. Do	es the alysis?	employer meet all requirements (i.e	e. answer "yes" to all twelve q	uestions above) of the OJT pre-award			
2. W	ill an O	JT Contract (Employer Agreement) b	e developed? YES 🗌 NO 🗌				
lf r	not, ple	ease explain.					
		•					
4							

Rivers East Workforce Development Board

OJT Skills Gap Analysis Worksheet

form will be returned to the referral source.						
TRAINEE NAME:			TAR	GET JOB TITLE:		
COMPANY NAME:		COMPANY ADDRESS:	•			
EMPLOYER REPRESENTATIVE:		TITLE:		CONTACT PHONE NUMBER AND EMAIL:		
SUPERVISOR OF TRAINEE: TITLE:		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 0*N	NET CODE:	REIMBURSEMENT PERCENTAGE:		
REIMBURSEMENT RATE:	STARTING HOURL	Y WAGE:	TOTAL REIMBURSEMEI	NT AMOUNT:		
PAY SCHEDULE (WEEKLY, ETC.) PAY DAY AND PERIOD COVERED:		RATIO OF TRAINEES TO	SUPERVISOR:			
BENEFITS AVAILABLE:						
ANTICIPATED CONTRACT START D	ATE:		CONTRACT END DA	ΓΕ:		

Other documentation needed to complete the analysis:

skill gap analysis was performed by using EMSI's economic modeling tool, and the clients'
evious education, and work history. The skill set values from the base occupation were
btracted from the target occupation to obtain a skill gap value between the two occupations.
sing the sum of both occupations a skill gap percentage was obtained by dividing the skill set
llues of the target occupation into that of the base occupation. The O st Net Online website was
sed to research the Standard Vocational Preparedness (SVP) for the target occupation for a
. Using the percentage value from the EMSI skill gap analysis and supporting
ocuments the client it is determined that the client has a skill gap of%. Using the O*Net
/P of which is, the
ient qualifies for a max benefit of hours of on-the-Job training.

Rivers East Workforce Development Board Operator Name

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

Section 1: Contact Information

Complete the following Employer Informati	on		
WIOA OJT AGENCY:	WIOA OJT AGE	ENCY 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 <u>Operator Name</u>, hereinafter called the Workforce Innovation and Opportunity Act (WIOA) OJT Agency, and **Employer Name**, 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 <u>50</u> 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 <u>Operator Name</u> each <u>month</u>. In addition, the Employer agrees to complete and submit the attached evaluation for each trainee at 30 days, the midpoint and end of the training period.

Section 3: Authorized Signatures

I agree to all terms, conditions, and general is, to the best of my knowledge, true and con		ntract. I hereby certify that the information
EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA CAREER ADVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE;	DATE:
Section 4: Contract Agreement Modification Contract Agreement terms modified: Reason for modification or cancellation:		
I hereby certify that I agree to the contract		
EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA CAREER ADVISOR 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.
- 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.
- b. 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.
- 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 tramee, 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)

Rivers East Workforce Development Board Operator Name

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

Section 1: General Information

Please complete the fol	lowing:						
TRAINEE NAME:				JOB	JOB TITLE:		
O*NET CODE:		SVP CODE:		HOUR	HOURLY STARTING WAGE:		HOURLY ENDING WAGE:
REIMBURSEMENT PERCENTAGE:	REIMBURSEMENT	RATE:	MAXIMUM TRAINING HOURS:		MA	XIMUM REIMBURSA	BLE AMOUNT:
COMPANY NAME:		COMP	ANY ADDRESS:		-		
TRAINEE SUPERVISOR: TITLE:		TITLE;		PHONE/EMAIL:			
EMPLOYER REPRESENTATIVE NAME:		WIOA OJT AGENCY REPRESENTATIVE:			WIOA OJT AGENCY REPRESENTATIVE CONTACT INFO:		
SCHEDULE:		PAY D	AY:			RATIO OF TRAINE	ES TO SUPERVISOR:
Weekly Monthly]	PERIO	D COVERED:				
Bi-Weekly Other []						
BENEFITS AVAILABLE (list):						1	

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.

<u>JOB SKILLS NEEDED</u>	STANDARD TRAINING HOURS	ANTICIPATED TRAINING HOURS	ESTIMATED START DATE	ESTIMATED END DATE
				11 111000

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Training Plan Attachment D Page 3 of 4

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Section 3: Authorized Signatures

		sibilities thereof.
SUPERVISOR OR EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIOA CAREER ADVISOR SIGNATURE:	TITLE:	DATE:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:
 To extend the end date in order to en 	sure satisfactory skill attainmer	rt.
Except as hereby modified, all other terms and and effect. The effective date of this modifica OJT Agency mutually agree to abide by the ter in keeping with our respective authority.	conditions of this training plan	remain unchanged and in full force The employer and the WIOA
Except as hereby modified, all other terms and and effect. The effective date of this modifica OJT Agency mutually agree to abide by the ter	conditions of this training plan tion is ms and conditions stated and d	remain unchanged and in full force The employer and the WIOA to hereby execute this modification
Except as hereby modified, all other terms and and effect. The effective date of this modifica OJT Agency mutually agree to abide by the ter in keeping with our respective authority. y signing below, I agree to adhere to the modif	conditions of this training plan tion is ms and conditions stated and d	remain unchanged and in full force The employer and the WIOA to hereby execute this modification
Except as hereby modified, all other terms and and effect. The effective date of this modifica OJT Agency mutually agree to abide by the ter in keeping with our respective authority. y signing below, I agree to adhere to the modif	conditions of this training plan tion is ms and conditions stated and d ications set forth in Section 4	remain unchanged and in full force The employer and the WIOA lo hereby execute this modification
Except as hereby modified, all other terms and and effect. The effective date of this modifica OJT Agency mutually agree to abide by the ter in keeping with our respective authority.	conditions of this training plan tion is ms and conditions stated and d ications set forth in Section 4	remain unchanged and in full force The employer and the WIOA io hereby execute this modification DATE:

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

Rivers East Workforce Development Board

Operator Name

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

Trainee Name: Supervisor Name:

Company Name:	- 100 m		
Section 1: Evaluation			
JOB SKILLS OBJECTIVES	30-DAY EVALUATION OF SKILLS	MIDPOINT EVALUATION OF SKILLS	FINAL EVALUATION OF SKILLS
	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory University Universi
	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress Unsatisfactory progress Satisfactory
	Mastered objective Satisfactory progress Unsatisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress Unsatisfactory progress Unsatisfactory
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	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress Unsatisfactory progress Unsatisfactory
	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress Unsatisfactory progress U
	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	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 Unsatisfactory
	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress	Mastered objective Satisfactory progress Unsatisfactory progress Unsatisfactory progress U
	Mastered objective	Mastered objective	Mastered objective

Satisfactory progress

Mastered objective

Satisfactory progress

Unsatisfactory progress

Unsatisfactory progress

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Satisfactory progress

Mastered objective

Satisfactory progress
Unsatisfactory progress

Unsatisfactory progress

Satisfactory progress

Mastered objective

Unsatisfactory progress

Satisfactory progress Unsatisfactory progress U

Trainee Evaluation

Attachment E

Page 1 of 2

Section 2: Authorized Signatures

30-day Evaluation

I hereby certify that the above inform	ation is accurate.
SUPERVISOR SIGNATURE:	DATE:
WIOA CAREER ADVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

Mid-Point Evaluation

SUPERVISOR SIGNATURE:	DATE:
WIOA CAREER ADVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

Final Evaluation

I hereby certify that the above inform	principal de la company de
SUPERVISOR SIGNATURE:	DATE:
WIOA CAREER ADVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

riease answer the question below after completing the rinal evaluation.
☐ Having satisfied the requirements of the training plan, employment continues on an unsubsidized basis.
Section 3: Comments (please explain any unsatisfactory evaluation items)

Rivers East Workforce Development Board

Insert Operator Name Here

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

Section 1: General Information

Career Advisor to complete the following:			
TRAINEE NAME:	JOB TITLE:	EMPLOYER:	
TRAINEE SUPERVISOR:	TITLE:	OJT TRAINING DATES:	
NAME OF REVIEWER:	TITLE:	DATE OF REVIEW:	

Section 2: Trainee Interview

Section	// Z. I	ıdıı	iee interview
YES	NO		
		1)	Do you have a copy of your Training Plan?
		2)	Are you receiving the type of training outlined on the Training Plan? If not, do you know why?
		3)	Who is providing the training and how much time do they typically spend with you during the day?
		4)	Does your supervisor explain your assignments and provide support if needed?
		5)	Does your supervisor review your performance with you consistently?
		6)	Do you have any concerns about the job; working conditions including safety provisions, supervision, working hours, pay, etc.?
		7)	Do you have any additional comments, questions or concerns?

Section 3: Employer/Supervisor Interview

YES	NO		
		1)	Do you have a copy of the trainee's OJT Training Plan?
		2)	Is the Training Plan being followed? If not, why?
		3)	Who is providing the training and how much time do they typically spend with the trainee during
			the day?
		4)	Do you review the trainee's progress with them regularly? Please explain.
		5)	Is the trainee making satisfactory progress in learning the position? Please explain.
annual d			
		6)	In general, are you satisfied with the OJT experience including the trainee, contract process, training plan development, and evaluation process?
			plan development, and evaluation process:
		7)	Do you have any other questions, comments or concerns?
	لسا		
Sectio	n 4: S	ign	ature
TRAINE	E SIGNAT	URE:	DATE:
EMBLO	VED/CLIDE	DVISO	R SIGNATURE: DATE;
LIVIPEO	LLIVJOPE	********	DATE.
CAREER	RADVISOF	SIGN	ATURE: DATE:
WIOA PROGRAM SUPERVISOR SIGNATURE:		SUPEI	RVISOR SIGNATURE: DATE: