


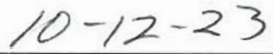


**GREEN COUNTRY WORKFORCE  
DEVELOPMENT BOARD**

822 S. Muskogee Ave.  
Tahlequah, OK 74464

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

  
\_\_\_\_\_  
Chair, Green Country Workforce Development Board

  
\_\_\_\_\_  
Date

No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship or participation in any WIOA Title I-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any WIOA Title I-financially assisted program or activity.



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

## **I. PUPOSE:**

The purpose of this policy is to provide guidance for the award and implementation of On-the-Job Training (OJT) contracts executed by the Green Country Workforce Development Board (GCWDB) and/or agents responsible for carrying out OJT activities under the Workforce Innovation and Opportunity Act (WIOA). In accordance with WIOA Section 3 (44), this policy allows for the provision of OJT when an eligible participant seeks to acquire occupational skills training through an eligible public, private or non-profit employer. The GCWDB requires the execution of written OJT contracts with employers that provides for a “structured” OJT opportunity.

## **II. EFFECTIVE DATE:**

GCWDB Approved and Effective 10/12/2023

**NOTE:** All GCWDB Policies and attachments are available for download at:

<https://www.greencountryworks.org/resources/policy-research-best-practices/>

## **III. BACKGROUND:**

The Workforce Innovation and Opportunity Act (WIOA) Section 3 (44) defines On-the-Job Training as:

- (A) provides knowledge or skills essential to the full and adequate performance of the job.
- (B) provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
- (C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant and the service strategy of the participant, as appropriate.

OJT is a viable training option for eligible participants who prefer a hands-on training experience over a traditional classroom setting. OJT activity shall be conducted in accordance with WIOA and the GCWDB Local Plan. In Oklahoma’s rapidly changing economy, new and growing companies face both uncertainties and possibilities. OJT provides the opportunity for employers to hire employees and provide them with the new and additional skills needed to successfully perform on the job.

Through written contract, the employer provides structured training through OJT, in exchange for a percent of wage reimbursement to compensate for the employers cost associated with training and additional supervision of the OJT participant. The OJT provides WIOA participants the opportunity to receive training while employed and to be paid wages comparable to other employees in similar positions. From the beginning of the OJT, the participant is employed by the employer, with the intent of leveraging training and skill gains for retained employment after the OJT period ends. OJT gives employers the opportunity to tap into a pool of workers who are good candidates for a job but need additional training to be able to perform successfully on a specific job.

OJT is an important training services activity whereby employers provide necessary equipment and training for jobs by means of a “hire first - earn while you learn” strategy. WIOA participants who successfully complete the OJT period are subsequently retained in permanent employment. OJT is intended for occupations in the higher skills categories. It is not subsidized employment of low-skill occupations, which require very little training time. OJT is only appropriate for the length of time necessary to be trained in the specific occupation not to exceed 1040 hours.

**III. REFERENCES:**

The authority for this policy derives from Federal and State guidance.

WIOA Section 3 (44)

WIOA Section 134 (c)(3)(H)

OWDI #07-2020 CHANGE 1 Adult and Dislocated Worker

OWDI #02-2016, CHANGE 2

OWDI #02-2023

OWDI# 07-2020, Change 1

**BABEL NOTICE:** (29CFR 38.9(g)(3)): This document contains vital service information. If English is not your preferred language, please contact:

Local EO Officer

Jeremy Frutchey | EO Officer/Operations Manager

Green Country Workforce Development Board, 822 S. Muskogee Ave. Tahlequah, OK 74464

(405) 269-2821

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To enable telephone conversation between people with speech or hearing loss and people without speech or hearing loss please call Oklahoma Relay at 711(<http://www.oklahomarelay.com/711.html>) or TDD/TTY: 800-722-0353.

State Equal Opportunity Officer

Kacey Luster | Oklahoma Employment Security Commission, 900 N. Stiles Ave. Oklahoma City, OK 73104

(405) 557-5496

EOOfficer@oesc.ok.gov

#### **IV. ON-THE-JOB TRAINING OJT**

OJT continues to be a key method for delivering training services to adults and dislocated workers. Locals may provide up to 50 percent of the wage rate of the participant to employers for the costs of training while the participant is in the program. For local areas to increase the reimbursement level up to 75 percent, the following factors must be taken into account:

- The characteristics of the participants, taking into consideration whether they are individuals with barriers to employment as defined in WIOA 3(24).
- The size of the employer, with an emphasis on small businesses.
- The quality of employer-provided training and advancement opportunities (for example, if the OJT contract is for an in-demand occupation and will lead to an industry recognized credential); and
- Other factors the LWDB may determine appropriate such as, the number of employees participating in the training wage and benefit levels of the employees, including both pre- and post-participation earnings, and relation of the training to the competitiveness of the participant.

WIOA career managers must document the factors used in program notes in OKJobMatch, when deciding to increase the wage reimbursement levels above 50% and up to a maximum of 75%.

Additional State Guidance on On-the-Job Training is addressed in the Fiscal Requirements, Procurement, and Contracting policy OWDI #02-2023.

**A. Description:**

The GCWDB defines OJT as paid training that is provided by an employer to a participant while engaged in productive work in a job that allows the participant to acquire knowledge or skills essential to the full and adequate performance of the job.

OJT contracts must not be entered into with an employer who has received payments under previous WIOA or WIA contracts if the employer exhibited a pattern of failing to provide OJT participants with continued long-term employment as a regular employee with wages and employment benefits (including health insurance or 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 work.

An OJT contract must be limited to the period of time required for the OJT participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience and the participant's Individual Employment Plan (IEP) or Individual Service Strategy (ISS) however; no OJT Contract shall exceed 1040 hours. The training is limited in duration as appropriate to the occupation for which the participant is being trained. The employer is reimbursed up to fifty percent (50%) of the participant's (regular hourly-worked) wage, for the costs of providing the training and additional supervision related to the training.

**B. WAGE CAP:**

For the purpose of these OJT contracts, the training reimbursement is restricted by a wage cap as established by the Department of Labor's Employment and Training Administration (DOLETA). The GCWDB will reimburse an employer up to 50% of the OJT client's wages, not to exceed the state's average hourly wage rate. Refer to the most updated Bureau of Labor and Statistics Occupational Employment Statistics.

**C. OJT Job Development and Outreach:**

OJT development will begin through an outreach process in which potential qualified employers are identified and OJT contracts are written. Employer outreach will be a joint responsibility of:

- (1) The one-stop operator.
- (2) The service provider; and
- (3) GCWDB staff.

The one-stop operator will ensure that properly trained staff members are assigned to the task of engaging qualified employees. The one-stop operator will develop effective outreach tools and protocols that are appropriate to the needs of Green Country Workforce Development Area (GCWDA) businesses. To the extent possible, all outreach methods and materials will be designed from a business perspective. Outreach activities should be delivered in a manner that highlights the benefits of properly designed structured OJT activities. The GCWDB Executive Director will have the ultimate authority to approve all outreach methods, materials, and tools.

In every instance in which a service provider or one-stop operator engages an employer, care shall be taken to assure that no funds received under Title 1 of WIOA will be used to assist, promote, or deter union organizing.

The GCWDB and its service providers will actively recruit the participation of eligible employers who meet the following profile:

- (1) The employer is in compliance with federal, state, and local laws, etc.
- (2) The employer maintains a safe working environment for its employees.
- (3) The employer offers wages and benefits that are competitive in the labor market.
- (4) The employer has adequate staff and equipment to carry out the OJT component; and
- (5) There is a reasonable expectation that successful OJT trainees will be retained in employment with opportunities for career advancement and wage progression.

**D. Individual Training Account (ITA) is not Required:**

The WIOA emphasizes a shift to more individual decision-making on the part of the program participant. Under WIOA, DOL allows Workforce Development Areas (WDAs) to use ITAs for out-of-school youth, ages 16-24, using WIOA youth funds when appropriate. In-school youth (ISY) cannot use youth programs funded ITAs. However, ISY between the ages of 18 and 21 may co-enroll in the WIOA Adult program if the young adult's individual needs, knowledge, skills, and interests align with the WIOA adult program and may receive training services through an ITA funded by the adult program. Adults and out-of-school youth who have been determined eligible are allowed to obtain and select training through an ITA. There are situations however, in which the best job preparation for some individuals is not through an ITA but by utilizing an OJT.

Contracts for OJT services are available through the Oklahoma Works Centers as established by the GCWDB. The contract must be completed and signed before the OJT participant starts working. The GCWDB's designated staff and employer must sign an OJT contract for each OJT participant. OJT systems operated by the WIOA adult, dislocated worker and youth service providers must include the method for collecting and reporting required information. This data collection and reporting system should be tied to the State's reporting requirements. The WIOA adult, dislocated worker and youth service providers must keep information that leads to a description, rating, or an assessment of the success of the OJT employer – that is as far as their ability to be successful in training and employing the participant. The collected information should include the identification of the employer, number of participants in the employer's OJT, and number of participants successfully completing the training and being subsequently hired into the occupation for which they trained. This recordkeeping by the service provider will also contain information as it relates to the employer's ability to provide accurate time sheets within the required time frame and other activities as related to the contract. This information will be supplied by the service provider to the GCWDB at the end of the program year in a cumulative report and utilized in the future to establish an OJT Eligible Provider List for the GCWDA.

**E. Groups with Special Needs:**

1. Employed Participants: Employed individuals are allowed to participate in an OJT activity under the WIOA. However, special attention must be given by the OJT Service Provider to ensure that the OJT contract is for a position that requires "skills" considerably different compared to the current position that the participant is holding as employment. Where a person has related training or experience, more attention must be given to the necessity and rationale for the training provided.
  - a) The employee is not earning a self-sufficient wage as determined by the GCWDB local policy.
  - b) The requirements in 680.710:
    - OJT is provided under a contract with an employer in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the WIOA participant in exchange for the reimbursement of up to 50 % (not to exceed

1040 hours) of the wage rate (not to exceed the State's average wage cap) to compensate for the employer's extraordinary costs.

- The local program must not contract with employers who have previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
  - An OJT Contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan.
- c) The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the GCWDB.
2. Dislocated Workers: Under WIOA there is no provision for the receipt of unemployment compensation benefits for dislocated workers participating in training. OJT services are authorized for dislocated workers. However, the OJT Service Providers must advise the participant who is receiving unemployment compensation benefits, that immediately upon beginning an OJT assignment, s/he is to report his/her wages when earned to the unemployment compensation authorities as required by Oklahoma and federal law.
  3. Veterans: Priority of service must be given to informing military veterans of job training opportunities including OJT training and other services of interest to veterans.
  4. Individuals with Disabilities: OJT Service Providers must provide equal opportunity for those participants with a disability to participate in an OJT activity. Reasonable accommodations will need to be made with the OJT employer in regard to the American with Disabilities Act. WIOA Service Providers are strongly encouraged to involve the Vocational-Rehabilitation Partner in the OJT contract development for participants with disabilities.

**F. On-the-Job Training (Minimum Requirements):**

Training must be provided to a paid OJT participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job.
- Provides reimbursement to the employer of up to 50 percent of the wage rate (not to exceed State average Wage Cap) of the participant for the extraordinary costs of providing the training and additional supervision related to the training; and
- Determines the appropriate length of the contract, with consideration given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's IEP or ISS. At no time shall the Contract exceed 1040 hours.

**G. Training must be provided by an employer that:**

- Has not failed to meet the requirements of a previous OJT Contract. The exception to this requirement is if the employer failed to meet the requirements of a previous OJT Contract through no fault of his/her own.
- Has not reduced the workforce with the intention of filling the vacancy with the individual receiving training from the OJT Contract or displaced a currently employed worker as a result of the OJT Contract; and
- Has not violated the terms of any collective bargaining agreement.

#### **H. Training Contracts/Agreements:**

State Guidance requires a written contract that provides a “structured” occupational training opportunity. Under this policy, structure is defined as a contract that specifically describes the occupation, wages, training duration and a detailed job description. The employer provides this training on-the-job in exchange for a reimbursement to compensate for the employer’s extraordinary costs associated with the training and the lower productivity of the OJT participant. The extra costs are presumed and need not be documented. OJT contracts may be written by the WIOA case manager and approved by the WIOA service provider supervisor.

- An OJT contract must be limited to the period of time required for the OJT participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant’s IEP or ISS. An OJT Contract is not to exceed 1040 hours.
- OJT Contracts must not be entered into with employers who have displayed poor patterns of retaining OJT participants in the past. Consideration will be given to such factors as the number of contracts written with an employer, and the time elapsed since the last contract with regard to this requirement.
- OJT employers must not have violated labor laws, discrimination laws, environmental protection laws, or health and safety laws. This may be accomplished through a written assurance from the employer incorporated into the contract. OJT employers must also ensure that workers compensation is provided to participants in the OJT activity on the same basis as the compensation is provided to other employees in similar work situations.
- OJT Contracts using WIOA Title 1 funds may not be executed if the employer has relocated to the region from another location in the United States within 120 days AND if the relocation resulted in jobs lost by employees at the original location. OJT Contracts should not be written for jobs:
  - Where an employer would typically be able to train a new employee in the first few days or weeks on the job.
  - Where the principal source of income is tips, commissions, or piecework; or
  - That is intermittent or seasonal in nature.
 In Addition:
  - OJT Contracts cannot be used to assist, promote, or deter union organization.
  - Wages paid to OJT participants must be at least the prevailing entry wage for any specific entry occupation in this community, however, not to exceed the



State's average wage cap.

- If the employer operates under a collective bargaining agreement, the wage and benefits must be those specified in that union agreement and the job opening must be cleared with the appropriate union.
  - The GCWDB uses the Contract (*Attachment B*) and is subject to all Federal, State, and local monitoring.
- v. In accordance with State guidance, the minimum elements required in all OJT Contracts/Agreements are as follows:
- (1) Trainee name.
  - (2) Trainee Wage.
  - (3) Name, address and telephone number of the employer and physical location of the employer (if PO Box).
  - (4) Employer identification number.
  - (5) Training occupation/job title – If available attach a copy of the employer's job description.
  - (6) Description of demand occupation involved and the skill(s) and competencies to be provided and learned.
  - (7) Definition of what constitutes successful completion of training such as minimum number of hours to be completed, employer evaluation, and/or minimum mastery of skills.
  - (8) Beginning and end dates, and hours of training to be provided.
  - (9) Agreement on maximum allowable costs of training.
  - (10) The employer intends to retain the OJT participant upon satisfactory completion of training.
  - (11) Employer is to be reimbursed up to 75% of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision. LWDBs MUST document the factors used when deciding to increase the wage reimbursement levels above 50% and up to a maximum of 75%.
  - (12) Collective Bargaining Unit Concurrence.
- vi. In addition to the training conditions listed above, OJT contracts must contain the following three clauses:
- (1) Termination of OJT Participants – The employer agrees that the OJT participant shall not be terminated from training without giving prior notice to the GCWDB's designated staff that signed the OJT Contract and reasonable opportunity is given for correction or improvement of performance. The employer and WIOA case manager also agree that they will immediately notify GCWDB staff if the OJT participant has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The employer understands that the termination of an OJT participant is subject to the GCWDB's grievance procedures.
  - (2) Displacement of Currently Employed Workers – The employer agrees that no currently employed worker shall be displaced by the OJT participant including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJT participant shall be placed into a position that is.

currently vacated by an employee who is on layoff or into a position in which the employer has terminated the employment of an employee with the intention of filling the position with an OJT participant. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current employees not involved in OJT.

- (3) Access to Records – The employer agrees that at any time during normal business hours, and as often as deemed necessary, the GCWDB’s designated staff monitor or contracted entity (rather than a board staff person), State of Oklahoma, U.S. Department of Labor, or other authorized federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such an inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the OJT participant is making sufficient progress.

**I. Modifications:**

Modifications to this contract may be made by the OJT Service Provider agency and the GCWDB’s service provider in order to de-obligate funds in the event of a trainee’s termination or situations in which a trainee does not begin OJT training within a reasonable time or extending the training period, to de-obligate or increase funds, correcting errors made in the initial contract, obtaining new or additional authorized signatures. The OJT Contract Modification form will be used for this purpose.

**J. Recordkeeping System:**

The service provider is responsible for payment and is accountable for making sure that records are maintained in accordance with applicable Federal, State and GCWDB requirements. All contract files will be maintained by GCWDB’s service provider who is responsible for payment, and must contain all payment information, as well as the required documentation listed below.

- a) Employer Orientation — The employer will receive an orientation from the WIOA case manager to ensure the employer understands:
- The contract terms.
- The purpose of the OJT (including the training plan).
  - The best method of communicating with the service provider.
  - The process of preparing and submitting timesheets; and
  - That the OJT participant must receive an orientation from the employer, which includes the employer’s expectations, training, and evaluation methods. It should be made clear to the employer that orientation which is provided to all new employees is not reimbursable; only orientation specific to the training plan may be reimbursed; and
  - Termination procedures, in accordance with board policy, and as described in the Contract (#4 under Employer Assurances.)

The OJT Employer Orientation Form must be completed.

- b) OJT Employee Orientation—The employer will provide an orientation to the OJT employee that covers:
- The employer’s rules;

- Expectations;
- Safety information; and
- Benefits.

The Employee Orientation Form must be completed.

c) Documentation—The documentation listed below must be maintained in the OJT Contract file in addition to the required elements stated in this guidance:

- Pre-Award Review (Attachment A);
- Contract (Attachment B)(Original);
- Training Plan/Evaluation Form (Attachment C);
- Employer OJT Orientation Certification Form (Attachment D);
- OJT Employee Orientation Certification Form (Attachment E)
- OJT Training Time Documentation Record (Attachment F)
- OJT Contract Modification Form (Attachment G)
- OJT Additional Employer Information Form (Attachment H)
- OJT Payment Timesheet/Invoice (Attachment I)
- Training payment invoices;
- Monitoring reports, including problems, corrective action, and follow-up;
- Proof of Workers Compensation Insurance Coverage;
- Staff should include the rational for those skills and competencies to be learned, i.e., O\*NET, Job Description, etc. This information must be entered into the participant's IEP or Goals and Talent fields of OSL;
- If the employer does not retain the OJT participant or the participant fails to satisfactorily complete training – designated staff should document the justification for either situation; and
- Rationale for the OJT duration must be entered into the Service and Training Plan;

The WIOA Service Provider must ensure that contract documentation is accurate and complete.

A training plan must be developed for each WIOA participant engaged in an OJT activity. The Training Plan does not need to be kept in the contractor file but must be uploaded and be included in the WIOA participant file.

**K. Hire First Principle:**

Employers must agree to hire the participant prior to any training for all OJT Contract/Agreement positions. This does not mean that the employers can "try out" or work the trainee for a period of time prior to contract funding to see if the trainee will work out. The following statements must be shared with the potential employer so that there is a clear understanding:

- The employer "hires" the participant as of the entry date into the OJT program;
- The participant is considered to be an employee, not a trainee, of the employer;
- The participant is entitled to all the rights and benefits of all regular employees; and
- The employer has made a commitment to provide continued employment after training.

**L. On-Site Contractor Review, Monitoring & Oversight:****a) On-Site Review**

The GCWDB designated Staff (not WIOA Service Provider staff) will monitor each OJT contract on-site at least once during the training period to ensure compliance with contract terms and to help solve any concerns between the service provider, employer(s), and/or OJT participant. The GCWDB designated staff should verify that the participant is receiving the training contracted for in the agreement and that the participant is not required to engage in activities prohibited by WIOA. The GCWDB designated staff must also review participant's attendance records to ensure that the participant is attending and progressing in the training and review employer records to assure that the participant is receiving proper wages and that the employer is withholding taxes and paying workers compensation. Any compliance issues requiring corrective actions must comply with the local monitoring policies and procedures before final payment is made on the OJT training contract.

**b) Documentation**

The documentation listed below must be maintained in the OJT Contract file in addition to the required elements stated in this guidance:

1. Original OJT Contract;
2. Pre-award checklists;
3. Any modifications to the Training Contract;
4. Training Time Documentation;
5. Participant Level of Completion;
6. Training payment invoices;
7. Monitoring reports, including problems, corrective action, and follow-up;
8. Justification of termination;
9. Proof of Worker's Compensation

Frequent contact with the employer and OJT participant is essential. The case manager must monitor OJT contracts monthly, at a minimum, in order to evaluate the OJT participant's progress, to document that the training is being provided as outlined in the contract, for compliance with provisions of the contract and to ensure that reimbursements are being made in accordance with procedures. The case manager must provide detailed documentation in the online system under program notes.

Methods of contact can include on-site visits, phone, email, and in-person visits at other locations. Methods of contact must be sufficient to assure that training is being provided as specified in the OJT contract. Contact information will be documented in program notes on a monthly basis.

**c) Adult Training Funds:**

WIOA specifies that in the event that funds allocated to a local area for adult program training activities are limited, priority for career services funded with Title I Adult funds must follow priority of service policy.

**d) Occupational Eligibility:**

In order to develop an OJT contract, the occupation an in-demand occupation. In general, all occupations that require a period of significant training and instruction to acquire specific skills and knowledge are eligible for on-the-job training.

1. The objective of any training is unsubsidized employment. The Workforce Investment Area's history shows that employment is much more likely to occur from an OJT than from classroom training. The Demand Occupations in the GCWDA should be for the current job openings.
2. The occupation must not be seasonal, intermittent, or temporary.
3. The occupation must not involve payment in the form of a commission as the primary source of reimbursement to the OJT participant.
4. The occupation must not include political or religious activity.
5. The occupation must be one in which specific occupational training is a pre-requisite for employment and be rated on the Specific Vocational Preparation Level (SVP) scale of at least three. Waivers to this requirement are permitted provided sufficient justification is contained in or attached to the OJT participant's "Training Time Documentation Record" (Attachment F).
6. The occupation must provide a minimum weekly number of hours totaling twenty-four (24). Waivers to this requirement are permitted provided sufficient justification is contained in or attached to the OJT participant's "Training Time Documentation Record" (Attachment F).
7. For youth, the position must:
  - a. Include a written program of structured job training that will provide the OJT youth participant with an orderly combination of instruction in work maturity skills, general employment competencies and occupational specific skills; and
  - b. Be for positions that have career advancement potential.
8. OJT shall not be conducted at work sites where adequate provisions have not been made for the OJT participant's occupational safety and health.

**e) Employer Eligibility:**

The next step in developing an OJT is to identify an eligible OJT employer interested in providing OJT to a WIOA participant.

1. The employer is a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate work site.
2. The employer provides Worker's Compensation insurance or equivalent on-site medical and accident insurance for work-related activities.
3. The employer is not involved in a current labor dispute and does not have a history of frequent layoffs.
4. The OJT contract is not being used to displace currently employed workers or to reduce the hours of currently employed workers below their normal schedule.
5. The OJT contract is not being used to replace a currently laid-off worker or deny a current worker promotional opportunity.
6. The employer would not have hired the OJT participant in the absence of the OJT contract.
7. The OJT will be conducted at the employer's place of business and will not be subcontracted.
8. If the employer is a temporary employment agency, a) the OJT participant must be treated as all other agency employees, b) the employment must not be seasonal,

- temporary, or intermittent, and c) the employer must have a contractual relationship with the GCWDA.
9. The employer must not have failed to provide long-term employment. Employers who fail to provide long-term employment or similar wages and working conditions and fail to provide satisfactory explanations are not eligible for OJT contracts utilizing GCWDB's WIOA program funds for a period of one year from the date of determination of ineligibility. An "Eligible OJT Employer Provider" list will be generated as OJT Contracts are used more frequently and presented by the Service Provider on a quarterly basis.
  10. If the employer has previously been involved in an OJT training program or similar federally funded training activity, performance must be reviewed for the three years prior to the pre award review date. The OJT Service Provider agency must obtain the dates and contract numbers of any training contracts during this period, and document using the OJT Additional Employer Information Form:
    - a. The number of individuals who participated in OJT contracts,
    - b. The number of participants who completed training and continued employment with the employer,
    - c. The length of time that participants were employed following training,
    - d. The average length of employment for other new hires of the employer in similar occupational positions,
    - e. The average hourly wage of participants following training, and
    - f. The average hourly wage of other individuals similarly employed, following a length of time equal to the training received by the participants.
  11. Employers whose record shows a lower retention rate of participants compared to other similarly situated employees are not eligible, unless the employer provides a narrative explanation that justifies such a lower rate. Acceptable explanations include participants quitting voluntarily, participants terminated for cause, or unforeseeable changes in business conditions.
  12. Employers whose record shows a lower wage rate for participants compared to other similarly situated employees or working conditions at lower levels or to different extents than similarly situated employees are not eligible, unless the employer provides a narrative explanation that justifies such lower rate or conditions.
  13. An employer may apply for reinstatement of eligibility after one year by documenting the following:
    - a) Employer has had a change in management;
    - b) Employer has had a change in procedure of handling personnel which is more conducive to long term employment for OJT participants; or
    - c) Employer has submitted a corrective action plan that provides specific action taken to prevent another failure to provide OJT participants with long-term employment, and comparable wages and working conditions.
  14. If an employer has recently relocated (within 120 days) and that relocation has resulted in a loss of employment at the original location, no contract(s) shall be written with that employer.

**f) Participant Eligibility:**

In order to use WIOA funding for an OJT activity, the participant/trainee must be deemed an eligible WIOA adult, youth or dislocated worker who is suitable for the OJT being offered, as

determined by his or her ISS or IEP. The WIOA case manager will identify and connect the trainee to the OJT employer.

1. The participant must be assessed and the assessment and his or her ISS/IEP must support and reflect that OJT is the appropriate service for the participant.
2. The participant must not lack the basic skills needed to perform the job. Key Train and other software or instruction may be provided to bring deficient skills up to the needed level before beginning the OJT.
3. The participant must not have significant prior experience and/or education in the selected occupational area.
4. The participant must not be on temporary lay-off and expecting to be recalled by their former employer.
5. The participant must not be awaiting other program activity participation (i.e., awaiting the beginning of occupational or classroom training).
6. The participant must not have been previously employed by the prospective OJT employer in the same job, or a similar job except in accordance with this policy.
7. Under no circumstances will an OJT be allowed in situations where an individual has been hired by the employer prior to the execution of an OJT contract for the specific job the contract is initiated.
8. A potential WIOA participant may be referred to the OJT Service Provider agency for WIOA eligibility determination and certification for OJT participation from an employer or other agency. Such referrals are known as “reverse referrals,” and are subject to the following additional conditions:
  - a) The participant must progress through the OJT service provider’s eligibility and assessment process as would any other client;
  - b) The completed ISS or IEP must indicate that OJT is necessary for the participant to perform the work associated with the occupation
9. If the proposed OJT participant is a youth and is a high school dropout, the youth participant will be encouraged to participate in the OJT if he/she also enrolls in and attends a school, course, or program that leads to a high school equivalency, or agrees to re-enroll in and attend a traditional school, an alternative school, or an alternative course of study approved by the local education agency.
10. OJT contracts may be written for eligible employed workers when the employee is not earning a self-sufficient wage as determined by the GCWDB and the OJT relates to the introduction of new technologies, new production, or service procedures, upgrading to new jobs that require additional skills or workplace literacy.

#### **M. Training Plan/Evaluation Form:**

A Training Plan/Evaluation Form (*Attachment C*) must be constructed for each OJT position as written in an OJT Contract/Agreement. The Training Plan/Evaluation Form (*Attachment C*) is a part of the OJT Training Contract/Agreement, and the worksheet will be used as tool to determine the specifics of the Training Outline. The training plan will be developed by the WIOA Title 1 case manager in conjunction with the trainee. At a minimum, the Training Plan/Evaluation Form must contain the:

1. Skill and/or Knowledge Area – This area shall describe a general skill or knowledge to be learned (e.g., operate a lathe). The training outline worksheet must clearly state the specific units of knowledge and skills that will be acquired during the training period. It must list these skills and units of knowledge in the sequence in which they are to be

taught and identify the approximate number of hours of training time to be devoted to each.

2. Evaluation Method – A description of how each skill will be measured shall be included (e.g., observation, product inspection, etc.).
3. Performance Evaluation – Each skill shall be measured to determine if the performance is at the entry level for the selected job. An overall evaluation must then be established to determine if the participant has acquired the skills at a level necessary to successfully function in the job.
4. The employer shall evaluate each standard at the end of the contract period through the use of the Training Plan/ Participant Evaluation Form to determine the attainment of the OJT achievement objectives as stated. The employer shall also conduct monthly evaluations using the Evaluation Form provided on the timesheet.
5. Training Hours – The training outline worksheet shall list the number of training hours devoted to each skill. This will also be entered in the training outline section of the OJT contract. The employer is expected to complete the training outline utilizing the maximum hours allowable. The OJT Service Provider agency must coordinate with the employer to shape the training outline to the needs of the OJT participant.

#### **N. Length of Training**

##### **1. Specific Vocational Preparation**

OJT shall be limited in duration to a period no longer than that generally required for developing the skills needed for the position being trained but cannot exceed 1040 hours.

The training hours generally required for a specific occupation are determined by an SVP Dictionary of Occupational Titles (DOT) code number for the occupation. The SVP number shall determine the maximum number of training hours allowed for the occupation. Special cases such as disabilities or other extraordinary barriers may justify exceeding the SVP but must be rationalized in the “Training Time Documentation Record” (*Attachment F*).

Occupational Codes can be found on the O Net Codes website at: <https://www.onetonline.org>. The rating scale to determine maximum training time is reproduced below:

<b>SVP</b>	<b>MAXIMUM OJT TRAINING TIME</b>
3	400 hours
4	700 hours
5	1000 hours
6	1300 hours
7	1600 hours



8	1900 hours
9	2080 hours

Note: This maximum time is only a starting point for determining reimbursable hours. These hours must be reduced by an amount of hours not less than those reflected in the reduction formula presented in the next section.

## 2. Reduction of Training Time

The training time for a specific OJT must be reduced for related prior occupational experience, education, and training. Follow the policy below in determining the amount of the reduction.

a) Prior Experience - the maximum training length of OJT shall be reduced by:

- One week (40 hours) for each month of prior employment in the same occupation with a different employer. (Determination of same occupation shall be determined by the case manager upon evaluation of the individual's specific job duties and skills performed in the previous occupation.)
- Forty (40) hours for each three (3) months prior employment in a directly related job.

b) Related Education/Training - the maximum length of OJT shall be reduced by:

- Eighty (80) hours shall be deducted for any occupational certification or degree in the field of the OJT Contract.

## O. Training Contract/Agreement:

The OJT Training Contract, also known as the OJT Agreement, finalizes and formalizes the OJT arrangements. It must be preceded by the steps above, and must include the Training Outline, the Terms and Conditions, and the contract pages.

In constructing the OJT Contract/Agreement and in negotiations with prospective OJT employers, the OJT service provider staff are to keep in mind that the GCWDB will not reimburse any OJT employer for any amount in excess of the percentage amount, as stated in the contract, of the trainees wages actually paid during the training period specified in the OJT Contract/Agreement, except for the costs of special tools which are not ordinarily supplied by the employer, but which are necessary to the trainee's continued employment and are consistent with the GCWDB's policies, or the Governor or GCWDB may increase the amount of the reimbursement described in WIOA section 3(44) to an amount of up to 75 percent of the wage rate of a participant if:

1. The Governor approves the increase with respect to a program carried out with funds reserved by the State under that chapter, taking into account the factors described below

- The characteristics of the participants;
- The size of the employer;
- The quality of employer-provided training and advancement opportunities; and
- Such other factors as the Governor or GCWDB, respectively, may determine to be appropriate, which may include the number of employees participating in the

training, wage, and benefit levels of those employees (at present and anticipated upon completion of the training), and relation of the training to the competitiveness of a participant.

2. The GCWDB approves the increase with respect to a program carried out with funds allocated to a local area under such chapter, taking into account those factors.

**P. Approval and Certification:**

The OJT Pre-Award Review form must be forwarded to the GCWDB's service provider representative for approval. The OJT Contract/Agreement must be accurately completed, not contain any whiteout, signed by the employer and by the OJT service provider agency.

**V. OJT TERMS AND CONDITIONS:**

The OJT Pre-Award Review form must be forwarded to the Green Country Workforce Development Board's service provider representative for approval. The On-the-Job Training Contract/Agreement must be accurately completed, not contain any whiteout, signed by the employer and by the WIOA service provider representative.

**A. Training**

1. The OJT Contract must be completed and signed before the OJT participant starts the training.
2. The employer shall provide the training prescribed in Section D of the Contract (*Attachment B*) and complete the Training Plan/Evaluation Form (*Attachment C*). The OJT participant shall be the employer's employee, shall be on the employer's payroll, shall be entitled to the same consideration and shall be governed by the same policies as other employees. The employer shall extend to the OJT participant all of the entitled benefits offered to all employees of the employer. The OJT participant must be provided with the same terms of employment, working conditions, wages and fringe benefits provided to other employees in the same or similar positions.
3. The employer must collaborate with the WIOA case manager in the development of a training plan for the OJT participant that includes competencies needed to be satisfactorily skilled in the OJT position. These competencies will be listed on the Training Plan/Evaluation Form (*Attachment C*). The employer will complete an evaluation on this form to document competencies gained.
4. The employer certifies that this is not a temporary job. The OJT participant shall be retained by the employer in unsubsidized employment upon completion of the OJT period, based upon satisfactory job performance by the OJT employee.
5. The employer will provide an orientation to the OJT employee that covers the employer's rules, expectations, safety information and benefits.

**B. Fiscal**

1. The GCWDB Service Provider shall reimburse the employer on a monthly basis in an amount not to exceed the maximum training reimbursement. Reimbursable wages shall not include undocumented payments to the OJT employee. No reimbursement shall be made for work performed outside of the terms of the Contract, or during periods of work stoppages, fringe benefits which include paid holidays, sick leave, or vacation leave. Overtime hours in excess of 40 hours per week shall be reimbursed at the regular rate of pay. The employer must pay the overtime rate in excess of the regular rate in full. This does not preclude a participant

- from working overtime; however, the reimbursement to the employer must be based on the regular wage rate.
2. The OJT employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT Contract. Wages must be paid to the OJT participant by check or direct deposit. Reimbursement time sheets must be signed in ink by both the employer and the OJT participant and must be submitted according to the Contract agreement. Inaccurate or incomplete timesheets or timesheets submitted more than thirty (30) days after the end of the training period may not be honored, at the sole discretion of GCWDB. Copies of the timesheet(s) are to be maintained by the employer along with a copy of the OJT Contract.
  3. All reimbursement requests submitted by the employer shall be supported by business receipts, time and payroll records, and other records normally kept by the employer.
  4. The employer shall preserve all OJT participant payroll records, fringe benefits and personnel records for three (3) years after the end of the training period, or longer if any litigation or audit is begun or any claim is instituted which involves these records. The employer shall retain the records beyond the three (3) year period until the litigation, audit findings or claim has been resolved.
  5. GCWDB Service provider will issue OJT Contract numbers. The case manager will contact the GCWDB Service provider for the OJT Contract numbers for all the contacts.
  6. The employer agrees that at any time during normal business hours, and as often as deemed necessary, GCWDB, State of Oklahoma, U. S. Department of Labor, or other authorized Federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the OJT participant is making sufficient progress.
  7. Wages are monies paid by the employer to an OJT participant for work the OJT participant performs tips, commissions and piece work are not considered wages and are not eligible for reimbursement.

### **C. Employer Assurances**

1. The employer shall provide workers' compensation coverage for the OJT participant and assures that the training shall be provided in accordance with State guidance.
2. Employers agree not to discriminate in their hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504
3. of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.
4. Employer agrees to adhere to GCWDB grievance Procedures if a complaint arises in connection with the OJT participant and the training.
5. The employer agrees that the OJT participant shall not be terminated from training without giving prior notice to the OJT participant's WIOA case manager and reasonable opportunity is given for correction or improvement of performance. The employer also agrees that it will immediately notify the OJT participant's WIOA case manager if the OJT participant has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The employer understands that the termination of an OJT participant is subject to GCWDB grievance procedures.

6. Employer will comply with Federal and State laws governing the OJT program.
7. The employer assures that OJT funds will not be used to assist, promote, or deter union organizing.
8. The employer assures that the OJT participant will not be employed to carry out the construction, operation, or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
9. The employer assures that the OJT participant will not be required to participate in political activities.
10. No fees shall be charged to any OJT participant or employer for referral or placement services relative to this OJT Contract.
11. The employer certifies that no member of the OJT participant's immediate family is engaged in an administrative capacity for the employer or will directly supervise the OJT participant. For the purpose of this Contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters, or person bearing the same relationship to the OJT participant's spouse.
12. Employer has not exerted any undue influence or engaged in conduct which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Contract.
13. Employer assures that they are not involved in a strike, lockout, or other unusual labor condition.
14. Employer agrees to comply with all applicable local, state and/or federal laws and ordinances. The employer assures that they have not violated any of the following within the last three years: a) antidiscrimination in its employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental, or physical disability.

**D. Additional Terms**

1. Either party may terminate this Contract at any time by giving ten (10) days advance written, signed notice of intent to terminate to the other party.
2. GCWDB may terminate this Contract if:
  - The State or Federal Government terminates or reduces the funding which makes this Contract possible;
  - The employer has violated the terms and conditions of this Contract; or
  - The employer does not retain at least 25% of the OJT participants hired within a 12-month period.
3. This Contract may be amended by mutual written agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the Contract.
4. GCWDB may unilaterally amend this Contract if there are changes in Federal, State, or local laws, rules, regulations, or policies.
5. This Contract has been and shall be construed as having been made and delivered within the State of Oklahoma and it is agreed by each party hereto that the laws of the State of Oklahoma, both as to interpretation and performance, shall govern this Contract. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in the State of Oklahoma.

6. The employer agrees that no currently employed worker shall be displaced by the OJT participant including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJT participant shall be placed in a position that is currently vacated by a participant who is on layoff or into a position in which the employer has terminated the employment of a participant with the intention of filling the position with an OJT participant. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current participants not involved in the OJT training.
7. All services to be rendered or performed by the employer under this Contract shall be performed or rendered entirely at the employer's own risk. The employer expressly agrees to indemnify and hold harmless GCWDB, its officers, agents, contractors, participants or otherwise, from any and all liability, loss, or damage, including reasonable cost of defense that they may suffer as the result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against GCWDB which result from, arise out of, or are in any way connected with the services to be performed by the employer under this Contract.

#### **VI. OJT DOCUMENTATION REQUIREMENTS:**

- The service provider must upload all documentation listed below with the exception of monitoring reports,
- Pre-Award Review (Attachment A),
- Contract (Attachment B) including Skills Gap Analysis,
- Employer/Participant Orientation Documentation,
- Proof of Workers Compensation Insurance,
- Any Modifications to the Contract,
- Training Time Documentation,
- Training Payment Invoices,
- Proof of Payment of Wages,
- Monthly Evaluation,
- Documentation of completion or verification of participant's failure to complete training
- Monitoring Reports (to be completed by GCWDB designated staff)
- 40% Training Tracker Spreadsheet (OJT will be documented by the Service Provider in the Spreadsheet and turned in to the Service provider or Service provider fiscal agent monthly.)

#### **VII. ADDITIONAL TOOLS:**

Workforce GPS

- <https://ion.workforcegps.org/resources/2017/12/11/09/55/On-The-Job-Training-Policy-and-Procedures>
- <https://ion.workforcegps.org/resources/2017/12/01/11/19/On-the-Job-Training-Toolkit>

#### **VIII. RESPONSIBILITIES:**

The GCWDB gives authority to GCWDB Staff to issue additional instructions, guidance, forms, tools, schedules, etc., to further implement the requirements of this policy and to provide quality guidance and oversight of the programs and services as well as the contracted service providers and Oklahoma Works Centers. The GCWDB will review this policy as needed to ensure compliance with state guidelines and policy as well as any Federal mandates regarding the program. Any additions that might alter the

intent of this policy or any changes required by State or Federal mandate will be added by GCWDB staff with the date they were added, and such changes/additions will be ratified at the next GCWDB meeting.

**IX. EQUAL OPPORTUNITY AND NONDISCRIMINATION STATEMENT:**

All Recipients, and Sub recipients/Sub grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

**X. ATTACHMENTS:**

- Attachment A: Pre-Award Review Form
- Attachment B: OJT Contract (Original)
- Attachment C: Training Plan/Evaluation Form
- Attachment D: OJT Employer Orientation Certification Form
- Attachment E: OJT Employee Orientation Certification Form
- Attachment F: OJT Training Time Documentation Record
- Attachment G: OJT Contract Modification Form
- Attachment H: OJT Additional Employer Information Form
- Attachment I: OJT Payment Invoice
- Attachment J: OJT Payment Timesheet/Invoice

# Green Country Workforce Development Board

## On-the-Job Training (OJT) Pre-Award Review

No funds provided under the Workforce Innovation and Opportunity Act (WIOA) shall be used, or proposed to be used, for the encouragement or inducement of a business, or a part of business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.

No funds provided under the Workforce Innovation and Opportunity Act (WIOA) shall be used, or proposed to be used, for training for a business or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.

The purpose of this review is to determine whether a business establishment is new or expanding and if there is any relation to a loss of employment in another geographic area. The Pre-Award Review is completed and documented jointly by Green Country Workforce Development Board and the business establishment as a prerequisite to receiving WIOA Title I assistance.

### Section 1: Employer Information

Complete the following Employer information.

EMPLOYER LEGAL BUSINESS NAME:		FEIN or U.B.I #:	
EMPLOYER WEBSITE:			
FORMER NAME(S) UNDER WHICH EMPLOYER CONDUCTED BUSINESS:			
CONTACT PERSON:		TITLE:	
EMPLOYER ADDRESS:			
CITY:	STATE:	ZIP:	
TELEPHONE:	EMAIL:	FAX:	
TYPE OF ORGANIZATION: INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY CORPORATION <input type="checkbox"/> FOR PROFIT <input type="checkbox"/>			
COMPANY NAICS CODE:	OJT ONET CODE:	YEARS IN EXISTENCE:	
DOES EMPLOYER HAVE AN OK Job Match ACCOUNT? YES <input type="checkbox"/> NO <input type="checkbox"/>		# OF CURRENT EMPLOYEES:	
IS THE BUSINESS BEING SOLD OR MERGING WITH ANOTHER COMPANY? YES <input type="checkbox"/> NO <input type="checkbox"/>			

### Section 2: Company Review

- 1) WARN notices have previously been filed. Yes  No   
N/A
- 2) Company has not exhibited a pattern of failing to provide WIOA enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time. Yes  No

### Section 3: Meeting Federal Criteria

Please check the appropriate response for the following Employer information.

- 3) Company verifies WIOA funds will not be used to relocate operations in whole or in part. Yes  No
- 4) Company has operated at current location for at least 120 days. Yes  No 
  - a. If less than 120 days and the business relocated from another area in the U.S., were employees laid off at the previous location as a result of the relocation? Yes  No
- 5) Company commits to providing long-term employment for successful OJT Trainees, both new and incumbent workers. Yes  No

- 6) OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing. Agree   
Disagree
- 7) The OJT will not result in the displacement of any employed workers. Yes  No
- 8) Trainee wages to be paid are at least equal to:  
a) The Federal, state, or local minimum wage (Fair Labor Standards Act). Yes  No   
b) Other employees in the same occupation with similar experience. Yes  No
- 9) Trainees will be provided the same workers' compensation (list information below), health insurance, unemployment insurance, retirement benefits, etc. as regular, non-OJT employees. Yes  No   
a. Worker's Compensation Company:  
b. Account #:  
c. Effective Dates: to
- 10) The employer has not had any wage and hour or child labor violations during the past 12 months; Yes  No
- 11) Company verifies OJT shall not impair an existing contract for services or collective bargaining agreement, and no such activity that would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned; Yes  No   
a. Collective bargaining concurrence obtained, if applicable.
- 12) WIOA assistance has been sought in connection with past or impending job losses at other facilities. Yes  No
- 13) The employer verifies training is unavailable in the absence of WIOA funds. Yes  No
- 14) The employer will comply with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act and its regulations. Yes  No

## Section 4: Signatures

### Authorized Signatures

I hereby certify that the above information is, to the best of my knowledge, true and correct.

EMPLOYER:

DATE:

TYPE/PRINT NAME:

TITLE:

Outcome: Employer meets all requirements of the OJT pre-award. YES  NO

SERVICE PROVIDER:

DATE:

TYPE/PRINT NAME:

TITLE:

## PRE-AWARD REVIEW CHECKLIST







Employer Name \_\_\_\_\_

Worksite Location (Address) \_\_\_\_\_

Approximate number of employees at this location: \_\_\_\_\_

OJT Supervisor \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

OJT Trainer (if known) \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Proposed OJT Position (Job Title) \_\_\_\_\_

O\*Net Code: \_\_\_\_\_ Proposed Hourly Wage: \_\_\_\_\_

	<u>Yes</u>	<u>No</u>
Is this a Relocating Establishment? ... ..	_____	_____
Is there evidence that the Employer is financially stable? ... ..	_____	_____
Does the Employer's accounting system document payroll, hours, etc.? ... ..	_____	_____
Does the Employer have a skilled worker available as an OJT Trainer? ... ..	_____	_____
Have there been any Wage & Hour violations in the last 12 months? ... ..	_____	_____
Have there been any Child Labor violations in the last 12 months? ... ..	_____	_____
Is there evidence that the worksite meets requirements for worker safety? .....	_____	_____
Is there a written job description for the proposed OJT position? ... Are ... ..	_____	_____
minimum qualifications for the position included? ... ..	_____	_____
Is the position temporary, seasonal, or intermittent in nature? ... ..	_____	_____
Is this a full-time position (at least 24 hours per week)? ... ..	_____	_____
Are fringe benefits included? ... ..	_____	_____
Are wages and fringe benefits equivalent to similar positions with the Employer? .....	_____	_____
Equivalent to similar positions in the labor market? .....	_____	_____
Does the position involve compensation in the form of commissions, tips, etc.?	_____	_____
Does the position offer opportunity for advancement to a self-sufficient wage?	_____	_____
Is the position likely to offer long-term employment to a successful trainee?	_____	_____
Is the proposed position covered by a collective bargaining agreement? ... ..	_____	_____
Has the union had an opportunity to review the proposed OJT Agreement? .....	_____	_____
Does the union concur with the proposed OJT activity? ... ..	_____	_____

**Completed by:**

\_\_\_\_\_  
Reviewer

\_\_\_\_\_  
Date

***Reviewer's Recommendation:***

**Green Country Workforce Development Board**





Employer Name \_\_\_\_\_

Worksite Location (Address) \_\_\_\_\_

Approximate number of employees at this location: \_\_\_\_\_

OJT Supervisor \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

OJT Trainer (if known) \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Proposed OJT Position (Job Title) \_\_\_\_\_

O\*Net Code: \_\_\_\_\_ Proposed Hourly Wage: \_\_\_\_\_

	<u>Yes</u>	<u>No</u>
Is this a Relocating Establishment? ... ..	_____	_____
Is there evidence that the Employer is financially stable? ... ..	_____	_____
Does the Employer's accounting system document payroll, hours, etc.? ...	_____	_____
Does the Employer have a skilled worker available as an OJT Trainer? ...	_____	_____
Have there been any Wage & Hour violations in the last 12 months? ...	_____	_____
Have there been any Child Labor violations in the last 12 months? ...	_____	_____
Is there evidence that the worksite meets requirements for worker safety?	_____	_____
Is there a written job description for the proposed OJT position? ... Are	_____	_____
minimum qualifications for the position included? ... ..	_____	_____
Is the position temporary, seasonal, or intermittent in nature? ... ..	_____	_____
Is this a full-time position (at least 24 hours per week)? ... ..	_____	_____
Are fringe benefits included? ... ..	_____	_____
Are wages and fringe benefits equivalent to similar positions with the Employer?	_____	_____
Equivalent to similar positions in the labor market?	_____	_____
Does the position involve compensation in the form of commissions, tips, etc.?	_____	_____
Does the position offer opportunity for advancement to a self-sufficient wage?	_____	_____
Is the position likely to offer long-term employment to a successful trainee?	_____	_____
Is the proposed position covered by a collective bargaining agreement? ...	_____	_____
Has the union had an opportunity to review the proposed OJT Agreement?	_____	_____
Does the union concur with the proposed OJT activity? ... ..	_____	_____

**Completed by:**

\_\_\_\_\_  
Reviewer

\_\_\_\_\_  
Date

***Reviewer's Recommendation:***

**Green Country Workforce Development Board**



**Employer Eligibility Review Sheet**

Name of Employer \_\_\_\_\_ Worksite Address \_\_\_\_\_

FEIN or UBI Number \_\_\_\_\_ Number of employees at this location \_\_\_\_\_

OJT Supervisor \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Proposed OJT Position (Job Title) \_\_\_\_\_

O\*Net Code: \_\_\_\_\_ SVP Range \_\_\_\_\_ Proposed Hourly Wage: \_\_\_\_\_

	<u>YES</u>	<u>NO</u>
Is this position currently vacant? ... ..	_____	_____
Does the position involve religious or political activities? ... ..	_____	_____
Is the position covered by a collective bargaining agreement? ... ..	_____	_____
If so, are the wages & benefits of the job in line with the agreement?	_____	_____
Are any workers currently on layoff from this position? ... ..	_____	_____
Is the employer currently involved in a labor dispute? ... ..	_____	_____
Does the employer have a history of frequent layoffs at this location? ...	_____	_____
Within the last 120 days, have there been layoffs at any other Employer location?	_____	_____
If so, were the layoffs caused by a relocation of operations to this facility?	_____	_____
By filling the proposed OJT position, will the employer ...		
... Reduce the hours worked by other employees? ... ..	_____	_____
... Eliminate any other position in the employer's workforce? ...	_____	_____
Are any workers eligible for a promotion to this position? ... ..	_____	_____
Has the employer been involved in any previous OJT activities? ... ..	_____	_____
<i>(If Yes, review prior performance)</i>		
Does the Employer agree:		
... The OJT Trainee will be subject to the same rules as other employees?	_____	_____
... The Employer intends to retain the OJT Trainee after completion of training?	_____	_____
... Conditions of employment will comply with all federal, state, and local laws?	_____	_____
... To maintain a written grievance process for workers? ... ..	_____	_____
... To comply with the Civil Rights Act? ... ..	_____	_____
... To carry Workers' Compensation insurance? ... ..	_____	_____
... To make State and Federal tax withholdings as required by law? ...	_____	_____
... The OJT Training will not be subcontracted? ... ..	_____	_____
... The Employer (owners, officers) is not debarred from government business?	_____	_____
... The Employer will maintain attendance, payroll, & other records as required?	_____	_____
... The OJT Trainee will not be supervised by a member of his / her family?	_____	_____
... A relative of the OJT Trainee will not be involved with selection or hiring?	_____	_____

**Completed by:**

\_\_\_\_\_  
Reviewer

\_\_\_\_\_  
Date



JOB TITLE:	O*NET SOC #:	O*NET JOB ZONE:
DEMAND OCCUPATION? Yes <input type="checkbox"/> No <input type="checkbox"/>	TARGET INDUSTRY CLUSTER? Yes <input type="checkbox"/> No <input type="checkbox"/>	
JOB DESCRIPTION:		
HOURLY WAGE RATE: \$	REIMBURSEMENT RATE: %	MAX. REIMBURSEMENT: \$
TRAINING COST:		
HOURS            X    HOURLY RATE            X    REIMBURSEMENT RATE            =    TOTAL TRAINING COST \$		
MAXIMUM TRAINING REIMBURSEMENT: \$		

Training Outline	
Estimated Hours	Specific Occupational Skills to be Learned
Based on Employer's evaluation and/or minimum mastery of skills, training will be deemed to be successfully completed when:	



**A. Concurrence of Collective Bargaining Agent**

Is this On-the-Job Training occupation subject to a bargaining agreement?  Yes  
 No

If Yes, does the appropriate bargaining representative concur with this On-the-Job Training and rate of pay?  Yes  No

\_\_\_\_\_  
 Name of Union  
 Number

Phone

\_\_\_\_\_  
 Union Representative Signature

**B. Concurrence of Apprentice Committee**

\_\_\_\_\_  
 Apprentice Representative  
 Signature

\_\_\_\_\_  
 GCWDB or Designated Representative  
 Signature

**Section 3: OJT Agreement**

This On-the-Job Training (OJT) Agreement is between the Employer and the Green Country Workforce Development Board (GCWDB), herein after called the OJT Provider and (Name of Employer), herein after called Employer. Both parties agree to the terms and conditions set forth within this contract. The contract term commences on (enter start date here) and terminates on (enter end date here).

**Section 4: General Terms and Conditions****CONTRACT PURPOSE**

The purpose of this contract is to establish the general terms and conditions under which the GCWDB may refer individual WIOA participants ("the participant") to the Employer to enable the Workforce Innovation and Opportunity Act (WIOA) participants to take part in an OJT as that term is defined under the Workforce Innovation and Opportunity Act.

**OJT DEFINITION**

In accordance with the WIOA sec. 3 (44), the term "on-the-job training" means training by an employer that is provided to a paid participant while engaged in productive work. This training will:

- a) Provide knowledge or skills essential to the full and adequate performance of the job;

- b) Qualify for reimbursement to the employer of up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
- c) Limit the OJT contract period of time for a participant to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, the prior work experience of the participant, and the individual employment plan, as appropriate.

## TRAINING

1. The OJT Contract must be completed and signed before the OJT employee starts the OJT.
2. The employer shall provide the training prescribed in Attachment C and complete the Training Progress form. The OJT employee shall be the employer's employee, shall be on the employer's payroll, shall be entitled to the same consideration and shall be governed by the same policies as other employees. The employer shall extend to the OJT employee all of the entitled benefits offered all employees of the employer. The OJT employee must be provided with the same terms of employment, working conditions, wages and fringe benefits provided to other employees in the same or similar positions.
3. The employer must collaborate with the WIOA Counselor in the development of a training plan for the OJT employee that includes competencies needed to be satisfactorily skilled in the OJT position. These competencies will be listed on the Training Plan Evaluation Form (Attachment C). The employer will complete an evaluation on this form to document competencies gained.
4. The employer certifies that this is not a temporary job. The OJT employee shall be retained by the employer in unsubsidized employment upon completion of the OJT period, based upon satisfactory job performance by the OJT employee.
5. The employer will provide an orientation to the OJT employee that covers the employer's rules, expectations, safety information and benefits.

## FISCAL

1. GCWDB service provider shall reimburse the employer on a monthly basis in an amount not to exceed the maximum training reimbursement. Reimbursable wages shall not include undocumented payments to the OJT employee. **No reimbursement shall be made for work performed outside of the terms of the Contract**, or during periods of work stoppages, fringe benefits which include paid holidays, sick leave, or vacation leave. Overtime hours in excess of 40 hours per week shall be reimbursed at the regular rate of pay. The employee employer must pay the overtime rate in excess of the regular rate in full. Orientation which is provided to all new employees is not reimbursable; only orientation specific to the training plan may be reimbursed.
2. The OJT employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT Contract. Wages must be paid to the OJT employee by check or direct deposit. Reimbursement time sheets must be signed in ink by both the employer and the OJT employee and must be submitted according to the Contract agreement. Inaccurate or incomplete time sheets or time sheets submitted more than thirty (30) days after the end of the training period may not be honored, at the sole discretion of the GCWDB. Copies of the time sheet(s) are to be maintained by the employer along with a copy of the OJT Contract.

3. All reimbursement requests submitted by the employer shall be supported by business receipts, time and payroll records, and other records normally kept by the employer.
4. The employer shall preserve all OJT employee payroll records, fringe benefits and personnel records for three (3) years after the end of the training period, or longer if any litigation or audit is begun or any claim is instituted which involves these records. The employer shall retain the records beyond the three (3) year period until the litigation, audit findings or claim has been resolved.
5. The employer agrees that at any time during normal business hours, and as often as deemed necessary, GCWDB, State of Oklahoma, U. S. Department of Labor, or other authorized Federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the OJT employee is making sufficient progress.
6. Wages are monies paid by the employer to an OJT participant for work the OJT participant performs. Tips, commissions, and piece work are not considered wages and are not eligible for reimbursement.

### **EMPLOYER ASSURANCES**

1. Employer shall provide worker's compensation coverage for the OJT in accordance with all state and federal laws.
2. If the OJT is provided to one of the Employer's current employees, the Employer verifies that the OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT participant with additional wages, hours or benefits.
3. Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT participant's retention.
4. Employer agrees that wage and labor standards will be adhered to and to pay the OJT participant at the same rates, including increases, and benefits as participants or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in on event less than the higher rated specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law. WIOA sec. 181(a)(1)(A)
5. 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 anti-discrimination, labor and employment laws, environmental laws or health and safety laws).
6. Employer assures that Employer has not had any Wage and Hour or Child Labor violations during the past 12 months.
7. Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position. 20 CFR 683.270.
8. Employer assures that they have not been debarred or suspended in regard to federal funding. 29 CFR Part 97.35.
9. Employer further assures that OJT funds will not be used to assist, promote, or deter union organizing. WIOA sec. 181(b)(7).

10. Employer assures that that WIOA funds will not used or proposed to be used for: The encouragement or inducement of the business, or part of the business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location. Training for a business or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.
11. Employer verifies that the establishment is new or expanding is not, in fact, relocating employment from another area.
12. Employer certifies that no member of the OJT participant's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT participant. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters, or person bearing the same relationship to the OJT participant's spouse. 20 CFR 683.200.
13. Employer assures that the OJT participant(s) will not be employed to carry out the construction, operation, or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. 29 CFR 683.255.
14. Employer assures that the OJT participant has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees. 20 CFR 683.270.
15. Employer agrees that the OJT participant shall not be terminated from training without prior notice and must be given reasonable opportunity for correction or improvement of performance prior to termination. The Employer also agrees that it will immediately notify the GCWDB Service Provider if the OJT participant has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The Employer understands that the termination of a OJT participant is subject to the GCWDB's grievance procedures.
16. Employer agrees that at any time during normal business hours, and as often as deemed necessary, the GCWDB's designated Staff Monitor or One-Stop-Operator, State of Oklahoma, U.S. Department of Labor, or other authorized Federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the Employer is in compliance with the terms and provisions of this Contract and if the OJT participant is making sufficient progress.

### **ADDITIONAL TERMS**

1. Either party may terminate this Contract at any time by giving ten (10) days advance written, signed notice of intent to terminate to the other party.
2. GCWDB may terminate this Contract if:
  - a. The State or Federal Government terminates or reduces the funding which makes this Contract possible;
  - b. The employer has violated the terms and conditions of this Contract; or
  - c. The employer does not retain at least 25% of the OJT participants hired within a 12-month period.
3. This Contract may be amended by mutual written agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the Contract.



4. GCWDB may unilaterally amend this Contract if there are changes in Federal, State or Local Laws, rules, regulations, or policies.
5. This Contract has been and shall be construed as having been made and delivered within the State of Oklahoma and it is agreed by each party hereto that the laws of the State of Oklahoma, both as to interpretation and performance, shall govern this Contract. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in the State of Oklahoma.
6. The employer agrees that no currently employed worker shall be displaced by the OJT employee including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJT employee shall be placed in a position that is currently vacated by an employee who is on layoff or into a position in which the employer has terminated the employment of an employee with the intention of filling the position with an OJT employee. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current employees not involved in the OJT training.
7. All services to be rendered or performed by the employer under this Contract shall be performed or rendered entirely at the employer's own risk. The employer expressly agrees to indemnify and hold harmless GCWDB, its officers, agents, contractors, employees or otherwise, from any and all liability, loss or damage, including reasonable cost of defense that they may suffer as the result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against GCWDB which result from, arise out of, or are in any way connected with the services to be performed by the employer under this Contract.
8. OJT contract is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of contract purpose. Such actions include, but are not limited to withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.
9. The GCWDB Service Provider and responsible entity for payment has responsibility for making sure that records are maintained properly. The GCWDB policy must be adhered to by the entity responsible for payment. The GCWDB shall establish and maintain a customized training record keeping system with procedures that will provide timely and relevant information for management and planning purposes. This system will allow the GCWDB to generate information on each contract such as the number of unused training hours, current funds expended to date, etc. The documentation listed below must be maintained in the OJT Contract file in addition to the required elements stated in OWDI 02-2023:
  - a. Original Customized Training or OJT Contract;
  - b. Pre-award checklists;
  - c. Any modifications to the Training Contract;
  - d. Training Time Documentation;
  - e. Participant Level of Completion;
  - f. Training payment invoices;
  - g. Monitoring reports, including problems, corrective action, and follow-up;
  - h. Justification of termination;
  - i. Proof of Worker's Comp.

**Section 5: Signatures**

**Authorized Signatures**

**Employer Certification:**

I hereby agree to all the terms and conditions in this OJT Agreement.

I certify to the best of my knowledge that this information is true and correct and that I intend to request reimbursement of % of the participant's hourly wages during training and retain the participant at the end of the subsidized training period if satisfactory performance is maintained. I am also aware of my responsibilities as stated in this On-the-Job Training Contract.

DATE:

AUTHORIZED EMPLOYER REPRESENTATIVE SIGNATURE:

TYPE/PRINT NAME:

TITLE:

**Service Provider Certification:**

I hereby agree to all the terms and conditions in this OJT Agreement. A legitimate need for training unavailable in the absence of WIOA funds and reasonable expectation of continued employment for the participant indicated on this On-the-Job Training Contract has been established. Previous failure to provide WIOA enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time is not found. WIOA assistance is not sought in connection with past or impending job losses at other facilities and a review of WARN notices relating to Employer has been executed. Therefore, this OJT Contract is approved.

DATE:

DATE:

SERVICE PROVIDER CASE MANAGER  
SIGNATURE:

SERVICE PROVIDER SUPERVISOR SIGNATURE:

TYPE/PRINT NAME:

TYPE/PRINT NAME:

TITLE:

TITLE:

## Green Country Workforce Development Board

### On- the-Job Training (OJT) Training Plan/Evaluation Form

OJT Contract No: \_\_\_\_\_

Training Plan No: \_\_\_\_\_

**Section 1: Contact and OJT Information - Complete the contact information for the Employer and the Trainee.**

Employer Name:	Contact Person:	Telephone #:
Participants Name:	Email:	Telephone #:
Beginning Date:	End Date:	Total Training Hours:
Hourly Wage Rate: \$	Reimbursement Rate: %	Maximum Reimbursement: \$

**Section 2: Occupational Information - Complete the occupational information for the Trainee's skill level.**

Job Title:	O*NET SOC #:	SVP Range:	Hours/Week:
Job Description:			
<b>Required Job Skills for Occupation:</b>		<b>Starting Capability and the Date Measured:</b>	
1. Job Skill Needed		Not Skilled: Δ  Some Skill: Δ  Skilled: Δ	



Use an attached sheet to provide a written description of any related work experience possessed by the OJT Training Candidate as well as any related training and education. Describe how this training / education / work experience is relevant to the specific job in the proposed OJT contract.

OJT Training Plans may be designed to prepare a worker to acquire:

- New Skills (not previously acquired); or
- Skills that are similar to, but not exactly aligned with, the Candidate’s previous experience.

Training duration may also take into account the “service strategy” of the participant. In this regard, GCWDB recognizes that it may be appropriate to take into account a participant’s disability, if any – including any need for a training accommodation.

**Adjustment for Trainee’s Prior Education & Experience—**

*This section to be completed at the end of the OJT Contract:*

CERTIFICATION OF COMPETENCIES
<p>The signatures below certify that the OJT Employee is satisfactorily skilled in the required functions of the position, as indicated in the evaluation above and will continue employment as follows:</p> <p>Job Title: _____ Hours Completed: _____</p> <p>Supervisor Signature: _____ Date: _____</p> <p>OJT Employee Signature: _____ Date: _____</p>

COMMENTS

Plan to be maintained as part of contract

## Green Country Workforce Development Board

### On-the-Job Training (OJT) Employer Orientation Certification Form

I, \_\_\_\_\_, verify that I completed the Employer  
*(Employer)*

Orientation given by \_\_\_\_\_, WIOA Case Manager or Green Country  
*(Name)* Workforce Development Board designated representative,

and further certify that I understand the following:

- OJT Contract Terms;
- The purpose of the OJT (including the training plan);
- The best method of communicating with the WIOA Case Manager;
- The process of preparing and submitting timesheets; and
- That the OJT participant must receive an orientation from the employer, which includes the employer's expectations, training, and evaluation methods.
- Termination procedures, in accordance with board policy, and as described in the Contract (#4 under Employer Assurances.)

\_\_\_\_\_  
OJT Employer Representative & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
WIOA Case Manager or Green Country  
Workforce Board, Inc. Designated  
Representative

\_\_\_\_\_  
Date



# Green Country Workforce Development Board

## On-the-Job Training (OJT) Employee Orientation Certification Form

I, \_\_\_\_\_, verify that I received employee orientation from  
*(Employee-Print Name)*

my OJT employer which covered the employer's:

- Rules;
- Expectations;
- Safety Information;
- Benefits

I, \_\_\_\_\_, verify that the OJT employee received orientation as stated.  
*(Employer Signature)*

\_\_\_\_\_  
OJT Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
WIOA Case Manager or Green Country  
Workforce Development Board Designated Representative

\_\_\_\_\_  
Date

## Green Country Workforce Development Board On-the-Job Training (OJT) Time Documentation Record

**I. Identifying Information**

OJT Employee/Trainee	
OJT Contractor/Employer	
Employee Job Title	
D.O.T. Code	
S.V.P. Level & Allowable Hours	

**II. Training Time Determination**

Enter the hours supported by the OJT Contractor/Employer Training Outline.	
Enter the lower of the maximum hours allowed under the SVP determined level or the hours supported by the OJT Contractor/Employer Training Outline.	
Enter the amount of training hours to be reduced because of the OJT employee’s previous work experience. Explain _____ _____	-
Enter the amount of training hours to be reduced because of the OJT employee’s education or training background. Explain _____ _____	-
Enter the amount of additional hours that are added for an individual with a disability. Explain _____ _____	+
Total hours allowed for OJT.	

*This form must be maintained as part of the OJT Contract.*

\_\_\_\_\_  
WIOA Case Manager Signature

\_\_\_\_\_  
Date



## Green Country Workforce Development Board

### On-the-Job Training (OJT) Contract Modification

OJT Contract Number \_\_\_\_\_ County Code \_\_\_\_\_

Participant Name \_\_\_\_\_ Effective Date of Modification \_\_\_\_\_

**Section 1: Contact Information – Complete the contact information for the OJT Provider and Employer**

OJT Provider/Grantor	Contractor/Employer
Green Country Workforce Development Board Service Provider	Name:
Address	Address:
	Contact Person:
Phone:	Telephone:
Contact Person:	E-Mail:
	Account # or FEIN #

**Section 2: Current Training Data – Complete the blanks with information about the trainee’s data.**

Trainee Name:	Trainee Job Title:	SVP Level:
Participant ID #:	O*Net Soc #:	Hourly Wage:
Reimbursement Rate (\$):	Maximum Training Hours (Total):	Maximum Reimbursement:

**Intent of Modification**

	Increase Funds	Decrease Funds	
	Change Contract Dates	De-Obligate Funds	
	Change of Ownership	Other	

Describe Modification:

**General Intent**

To extend contract ending date from _____ to _____	
To increase/decrease the obligated funds	Original Amount _____
	-/+
	Increase/Decrease Amount _____
	Total       =====

**Authorized Signatures- I hereby agree to the changes set forth in this modification. All other terms**

\_\_\_\_\_  
Employer Signature                      Print Name                      Title                      Date

\_\_\_\_\_  
GCWDB Designated Service Provider Signature                      Title                      Date



## Green Country Workforce Development Board

### OJT Additional Employer Information

<b>Employer's Name:</b>	
<b>Contact Person:</b>	
<b>Employer's Address:</b>	
<b>Telephone Number:</b>	
<b>Employer Fax Number:</b>	

The Workforce Innovation and Opportunity Act and the Regulations do not allow the contracting with employers who have previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work. Therefore, the employer will provide the following information regarding the status of participants trained under prior OJT contracts.

1. The number of individuals who participated in OJT contracts; \_\_\_\_\_
2. The number of participants who completed training and continued employment with the employer;  
\_\_\_\_\_.
3. The average length of time that participants were employed following training;  
\_\_\_\_\_.
4. The average length of employment for other "new hires" of the employer in similar occupational positions; \_\_\_\_\_.
5. The average hourly wage of participants following training; \_\_\_\_\_.
6. The average hourly wages of other individuals similarly employed, following a length of time equal to the training received by the participants; \_\_\_\_\_.
7. Has the employer been previously determined to be an ineligible OJT employer? \_\_\_\_\_ If so, when?  
\_\_\_\_\_. (If within the last 6 months, the employer must remain ineligible. If not within the last 6 months, the employer may apply for reinstatement.
8. If an employer has recently relocated (within 120 days) and that relocation has resulted in a loss of employment at the original location, no contract(s) shall be written with that employer.  
\_\_\_\_\_.

## Green Country Workforce Development Board

EMPLOYER:	
MAILING ADDRESS:	INVOICE DATE:
	CONTRACT NUMBER:
E-MAIL:	PHONE:

PARTICIPANT SIGNATURE & INFORMATION	EMPLOYER SIGNATURE & INFORMATION
DATE:	DATE:
PARTICIPANT SIGNATURE:	EMPLOYER SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
	TITLE:

TO BE COMPLETED BY EMPLOYER								
EMPLOYER REIMBURSEMENT AMOUNT								
HOURLY RATE	X	RATE OF REIMBURSEMENT	=	HOURLY RATE OF REIMBURSEMENT	X	REIMBURSABLE HOURS	=	AMOUNT DUE EMPLOYER
\$	X	%	=	\$	X		=	\$
Cumulative Employer Payment								
CUMULATIVE OJT HOURS WORKED	X	HOURLY RATE OF REIMBURSEMENT	=	CUMULATIVE REIMBURSEMENT PAID EMPLOYER	-	MAXIMUM REIMBURSEMENT AMOUNT	=	POTENTIAL BALANCE REMAINING
	X	\$	=	\$	-	\$	=	\$

SERVICE PROVIDER SIGNATURE & INFORMATION	PAYMENT APPROVAL SIGNATURE & INFORMATION
DATE:	DATE:
SERVICE PROVIDER SIGNATURE:	PAYMENT APPROVAL SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
TITLE:	TITLE:

**\*This form must be accompanied by documentation of hours worked each day during the pay period (ex. time sheet).**



## Green Country Workforce Development Board OJT PAYMENT TIMESHEET / INVOICE

Invoice #: \_\_\_\_\_

Adult	DLW	O/S Youth	I/S Youth		
Contract #:			Start Date:		End Date:
Employer:				Worker's Comp. Expiration Date:	
Address:				City:	
Zip Code:				Telephone:	
Participant Name:				Participant ID #:	

*The following must be completed in ink-no white out will be allowed.*

MO. _____ YEAR _____  1 _____ 11 _____ 21 _____ 2 _____ 12 _____ 22 _____ 3 _____ 13 _____ 23 _____ 4 _____ 14 _____ 24 _____ 5 _____ 15 _____ 25 _____ 6 _____ 16 _____ 26 _____ 7 _____ 17 _____ 27 _____ 8 _____ 18 _____ 28 _____ 9 _____ 19 _____ 29 _____ 10 _____ 20 _____ 30 _____ 31 _____ TOTAL HOURS WORKED THIS MONTH: _____  Reimbursement will be paid for actual hours worked only. Will not reimburse for fringe benefits, wages paid during holidays, jury duty, sick leave, or vacation. Overtime hours in excess of 40 hours per week will be reimbursed at regular hourly rate of pay. Employer is responsible for overtime rate over and above the regular rate.	<table style="width: 100%;"> <tr> <td colspan="2" style="text-align: center;"><b>GROSS WAGES PAID THIS PERIOD</b> <i>To be completed by Employer (Info Only)</i></td> </tr> <tr> <td>Check No. _____</td> <td>Gross Amount _____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td><b>TOTAL GROSS WAGES PAID:</b></td> <td>_____</td> </tr> <tr> <td><b>TOTAL HOURS WORKED:</b></td> <td>_____</td> </tr> <tr> <td><b>ADJUSTMENTS (Hours not payable):</b></td> <td>_____</td> </tr> <tr> <td><b>TOTAL PAYABLE HOURS:</b></td> <td>_____</td> </tr> <tr> <td>Wages Rate (Hourly) \$ _____</td> <td></td> </tr> <tr> <td><b>AMOUNT OF REIMBURSEMENT THIS INVOICE:</b></td> <td></td> </tr> <tr> <td>HOURS x RATE x 50% \$ _____</td> <td></td> </tr> </table>	<b>GROSS WAGES PAID THIS PERIOD</b> <i>To be completed by Employer (Info Only)</i>		Check No. _____	Gross Amount _____	_____	_____	_____	_____	_____	_____	_____	_____	<b>TOTAL GROSS WAGES PAID:</b>	_____	<b>TOTAL HOURS WORKED:</b>	_____	<b>ADJUSTMENTS (Hours not payable):</b>	_____	<b>TOTAL PAYABLE HOURS:</b>	_____	Wages Rate (Hourly) \$ _____		<b>AMOUNT OF REIMBURSEMENT THIS INVOICE:</b>		HOURS x RATE x 50% \$ _____	
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<b>TOTAL TRAINING HOURS</b>	<b>TOTAL CONTRACT AMOUNT</b>																										
Hours Remaining	Reimbursement to Date \$																										
Hours used this Period	Amount of this invoice \$																										
Remaining Hours	Remaining Balance \$																										
<b>WE CERTIFY THAT THIS INFORMATION IS TRUE AND CORRECT</b>																											
Employer Signature _____	Employee Signature _____																										
Date _____	Date _____																										
<input type="checkbox"/> Monthly – Training is Progressing according to plan <input type="checkbox"/> Final – Training has been received and completed according to contract plan.																											
Approved By Case Manager	Approved by Fiscal Officer	Amount Paid	Date																								



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





## Green Country Workforce Development Board

### On-the-Job Training (OJT) Pre-Award Review

No funds provided under the Workforce Innovation and Opportunity Act (WIOA) shall be used, or proposed to be used, for the encouragement or inducement of a business, or a part of business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.

No funds provided under the Workforce Innovation and Opportunity Act (WIOA) shall be used, or proposed to be used, for training for a business or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.

The purpose of this review is to determine whether a business establishment is new or expanding and if there is any relation to a loss of employment in another geographic area. The Pre-Award Review is completed and documented jointly by Green Country Workforce Development Board and the business establishment as a prerequisite to receiving WIOA Title I assistance.

#### Section 1: Employer Information

Complete the following Employer information.

EMPLOYER LEGAL BUSINESS NAME:		FEIN or U.B.I #:	
EMPLOYER WEBSITE:			
FORMER NAME(S) UNDER WHICH EMPLOYER CONDUCTED BUSINESS:			
CONTACT PERSON:		TITLE:	
EMPLOYER ADDRESS:			
CITY:	STATE:	ZIP:	
TELEPHONE:	EMAIL:	FAX:	
TYPE OF ORGANIZATION: INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY CORPORATION <input type="checkbox"/> FOR PROFIT <input type="checkbox"/>			
COMPANY NAICS CODE:	OJT ONET CODE:	YEARS IN EXISTENCE:	
DOES EMPLOYER HAVE AN OK Job Match ACCOUNT? YES <input type="checkbox"/> NO <input type="checkbox"/>		# OF CURRENT EMPLOYEES:	
IS THE BUSINESS BEING SOLD OR MERGING WITH ANOTHER COMPANY? YES <input type="checkbox"/> NO <input type="checkbox"/>			

#### Section 2: Company Review

- 1) WARN notices have previously been filed. Yes  No   
N/A
- 2) Company has not exhibited a pattern of failing to provide WIOA enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time. Yes  No

#### Section 3: Meeting Federal Criteria

Please check the appropriate response for the following Employer information.

- 3) Company verifies WIOA funds will not be used to relocate operations in whole or in part. Yes  No
- 4) Company has operated at current location for at least 120 days. Yes  No 
  - a. If less than 120 days and the business relocated from another area in the U.S., were employees laid off at the previous location as a result of the relocation? Yes  No
- 5) Company commits to providing long-term employment for successful OJT Trainees, both new and incumbent workers. Yes  No





## Green Country Workforce Development Board OJT PAYMENT TIMESHEET / INVOICE

Invoice #: \_\_\_\_\_

Adult	DLW	O/S Youth	I/S Youth		
Contract #:			Start Date:		End Date:
Employer:			Worker's Comp. Expiration Date:		
Address:			City:		
Zip Code:			Telephone:		
Participant Name:			Participant ID #:		

*The following must be completed in ink-no white out will be allowed.*

MO. _____ YEAR _____	<b>GROSS WAGES PAID THIS PERIOD</b> <i>To be completed by Employer (Info Only)</i>																																	
<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 33%;">1 _____</td><td style="width: 33%;">11 _____</td><td style="width: 33%;">21 _____</td></tr> <tr><td>2 _____</td><td>12 _____</td><td>22 _____</td></tr> <tr><td>3 _____</td><td>13 _____</td><td>23 _____</td></tr> <tr><td>4 _____</td><td>14 _____</td><td>24 _____</td></tr> <tr><td>5 _____</td><td>15 _____</td><td>25 _____</td></tr> <tr><td>6 _____</td><td>16 _____</td><td>26 _____</td></tr> <tr><td>7 _____</td><td>17 _____</td><td>27 _____</td></tr> <tr><td>8 _____</td><td>18 _____</td><td>28 _____</td></tr> <tr><td>9 _____</td><td>19 _____</td><td>29 _____</td></tr> <tr><td>10 _____</td><td>20 _____</td><td>30 _____</td></tr> <tr><td>31 _____</td><td></td><td></td></tr> </table>	1 _____	11 _____	21 _____	2 _____	12 _____	22 _____	3 _____	13 _____	23 _____	4 _____	14 _____	24 _____	5 _____	15 _____	25 _____	6 _____	16 _____	26 _____	7 _____	17 _____	27 _____	8 _____	18 _____	28 _____	9 _____	19 _____	29 _____	10 _____	20 _____	30 _____	31 _____			Check No. _____ Gross Amount _____ _____ _____ _____ _____ _____
1 _____	11 _____	21 _____																																
2 _____	12 _____	22 _____																																
3 _____	13 _____	23 _____																																
4 _____	14 _____	24 _____																																
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6 _____	16 _____	26 _____																																
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8 _____	18 _____	28 _____																																
9 _____	19 _____	29 _____																																
10 _____	20 _____	30 _____																																
31 _____																																		
TOTAL HOURS WORKED THIS MONTH: _____	TOTAL GROSS WAGES PAID: _____ TOTAL HOURS WORKED: _____ ADJUSTMENTS (Hours not payable): _____ TOTAL PAYABLE HOURS: _____ Wages Rate (Hourly) \$ _____ AMOUNT OF REIMBURSEMENT THIS INVOICE: HOURS x RATE x 50% \$ _____																																	
Reimbursement will be paid for actual hours worked only. Will not reimburse for fringe benefits, wages paid during holidays, jury duty, sick leave, or vacation. Overtime hours in excess of 40 hours per week will be reimbursed at regular hourly rate of pay. Employer is responsible for overtime rate over and above the regular rate.																																		

TOTAL TRAINING HOURS				TOTAL CONTRACT AMOUNT	
Hours Remaining				Reimbursement to Date	\$
Hours used this Period				Amount of this invoice	\$
Remaining Hours				Remaining Balance	\$

**WE CERTIFY THAT THIS INFORMATION IS TRUE AND CORRECT**

Employer Signature	Date	Employee Signature	Date
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Monthly – Training is Progressing according to plan   
  Final – Training has been received and completed according to contract plan.

Approved By Case Manager	Approved by Fiscal Officer	Amount Paid	Date



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