

Workforce Innovation and Opportunity Act

On-the-Job Training

Policy and Procedures

No individual in the United States may, on the basis of race, color, religion, sex, national origin, age, [disability,](https://www.law.cornell.edu/definitions/index.php?width=840&amp;height=800&amp;iframe=true&amp;def_id=5814e48524e23b3549a88bcae9486b1d&amp;term_occur=1&amp;term_src=Title%3A29%3ASubtitle%3AA%3APart%3A38%3ASubpart%3AA%3A38.5) or political affiliation or belief, or, for beneficiaries, applicants, and trainees 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 employment/program.

Auxiliary aids and services are available upon request to individuals with disabilities.

On-the-Job Training Policy

# I. PURPOSE:

The purpose of this policy is to provide guidance to the Northeast Workforce Development Area (NEWDA) system partners and to establish Northeast Workforce Development Board (NEWDB) standards for the development and implementation of On-the-Job Training (OJT) opportunities. This policy is established in accordance with applicable State and Federal laws and regulations.

# II. BACKGROUND:

On-The-Job Training (OJT) is defined in the Workforce Innovation and Opportunity Act (WIOA) Section 3(44). WIOA allows for the provision of OJT for an individual when other criteria are met. An OJT may take place with an employer in the public, private, and nonprofit sector. The NEWDB requires the execution of written OJT contracts with employers that provides for a “structured” OJT opportunity.

OJT is a viable training option for WIOA trainees who prefer hand-on training experiences to a traditional classroom setting. 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 trainee (WIOA Section 3(44) and Section 134 (c)(3)(H)). The OJT provides WIOA trainees 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 trainee 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 trainees 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.

**Legal Use of Federal Funds:** WIOA funds may not be used to help employers to fill positions that promote or support the use, possession or distribution of marijuana.

# III. REFERENCES:

* The Workforce Innovation and Opportunity Act (WIOA) Section 134(d)(5)
* WIOA Section 3 (44)
* WIOA Section 134 (c)(3)(H)
* OWDI #19-2017 CHANGE 1 Adult and Dislocated Worker

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

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# IV. POLICY: ON-THE-JOB TRAINING (OJT)

OJT must be executed through a written contract to provide a structured occupational training opportunity for the OJT trainee which:

* 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 of the trainee, for the extraordinary costs of providing the training and additional supervision related to the training and up to as much 75% in consideration of additional factors as described in WIOA Section 134 (c)(3)(H). Flexibility to increase the reimbursement level up to 75% taking into account the following factors:
* Characteristics of the participants, taking into consideration whether they are individuals with barriers to employment as defined in WIOA 3(24)

 –Defined locally as long-term unemployed (27 weeks or longer);

* The size of the employer, with an emphasis on small businesses
* – The employer must have fewer than 100 employees;
* Quality of employer-provided training and advancement opportunities – The employer’s quality training in in-demand occupations leads to an industry recognized certification;
* The employer pays a beginning rate of pay of $13.08 or higher; and
* is limited in duration as appropriate to the occupation for which the trainee is being trained, taking into account the content of the training, the prior work experience of the trainee and the service strategy of the trainee, as appropriate.

The contract must be completed and signed before the OJT trainee starts working. If either the OJT employer or trainee is located out of the NEWDB service area or the State of Oklahoma, the trainee’s residence must be within a 50-mile radius of the OJT training site. Priority will be given to trainees and employers within the NEWDB service area. OJT’s outside the NEWDB service area must be approved by the NEWDB Executive Director. The Service Provider must submit a written request for NEWDB approval, including justification and supporting documents, prior to the enrollment of individuals in “out of area” OJT’s. The Service Provider and the employer must sign an OJT Contract for each OJT trainee.

## **4.1 Wage Cap:**

For the purposes of these OJT training contracts, the training reimbursement is restricted by a wage cap as established by the Department of Labor’s Employment and Training Administration (DOLETA). The NEWDB will reimburse an employer from 50 percent and up to 75 percent, under conditional factors (listed on page 3), of the OJT trainee’s wages, not to exceed the state’s average hourly wage rate. Refer to the current Bureau of Labor and Statistics Occupational Employment Statistics.

While the Service Provider may enter into contracts with employers who elect to pay trainees more than the state average wage, the employer cannot receive a training reimbursement beyond a percentage of the capped level. Employers are required to compensate OJT trainees at the same rates as trainees or employees who are employed in comparable occupations by the same employer and who have similar training, experience, and skills. However, if the job pays less than the capped level for similar work, the OJT wages and training reimbursement should be based on this lesser level. The OJT trainees should not be paid more simply because the state’s average wage makes available a higher reimbursement threshold.

## **4.2 Employer Eligibility:**

Careful consideration should be given when selecting suitable employers. OJT contracts must not be entered into with employers who have displayed a poor pattern of retaining OJT trainees.

OJT is a “hire first” program. The OJT trainee becomes an employee of the company at the start of the training program. The OJT trainee may not be currently or previously employed by the employer. Training may begin after the OJT Contract has been signed by all parties. The employer is required to certify the intention to retain the OJT trainee after the subsidized training period if the OJT trainee accomplished the specific occupational skills to be learned as stated in the OJT Contract.

## **4.3 Pre-Award Review:**

(20 CFR 667268) WIOA funds may not be used or proposed to be used for:

* The encouragement or inducement of a business, or part of a 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.
* Customized training, skills training, or on-the-job training or company specific assessment of job applicants or employees of a business or a part of a business that has relocated from any location in the United States, until the company has operated at the location for 120 days, if the relocation has resulted in any employee losing his or her job at the original location.

To verify that an establishment which is new or expanding is not relocating employment from another area, a pre-award review must be completed and documented jointly as a prerequisite to WIOA assistance. The employer wishing to implement training must be reviewed on-site prior to the execution of the first training agreement of each year. New employers, including employers who have not entered into OJT Contracts for more than one year, must receive an on-site pre-award review.

NEWDB Service Provider staff must use the Pre-Award Review form to provide documentation of the new or expanding establishment. Although the Pre-Award Review from must be completed before the execution of a contract, the pre-award review and the signing of the contract may occur during the same visit to the establishment. The Pre-Award Review form includes the following:

* The names under which the establishment does business, including predecessors and successors in interest;
* The name, title, and address of the company official certifying the information;
* Whether WIOA assistance is sought in connection with past or impending job losses at other facilities;
* Whether WARN notices relating to the employer have been filed,
* Whether worker’s compensation coverage is provided to employees;
* The employer has not had any wage and hour or child labor violations during the past months,
* The training activity 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;
* The employer has not exhibited a pattern of failing to provide WIOA trainees with training, wages, benefits, and working conditions equal to that of regular employee, and;
* The number of employees currently employed.

## **4.4 OJT Contract Requirements:**

The OJT Contract is limited to the period of time required for the OJT trainee 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 skill requirements of the occupation, the academic and occupational skill level of the trainee, prior work experience and the trainee’s individual employment plan. The rationale for the training duration must also take into account a trainee’s disability including, the need for accommodations, and the program’s available funding. The rationale for the OJT training, including duration must be entered into the trainee’s Individual Employment Plan.

In developing an approach to assessing the time requirements, the NEWDB contracted service Provider will consider the following:

### **The specific vocational preparation (SVP) skills needed for that occupation as shown by O\*NET.**

* Short demonstration only
* Anything beyond short demonstration up to and including 1 month
* Over 1 month up to and including 3 months
* Over 3 months up to and including 6 months
* Over 6 months up to and including 1 year
* Over 1 year up to and including 2 years
* Over 2 years up to and including 4 years
* Over 4 years up to and including 10 years
* Over 10 years
* The nominal training time for that occupation as shown by O\*NET provides information about job classifications and categorizes them into different zones of preparation. O\*NET may be accessed at: <http://www.doleta.gov/programs/onet>.
* OJT job zone example:

**Job Zone Two: Some Preparation Needed**

**Education** The occupations usually require a high school diploma.

**Related Experience** Some previous work-related skill, knowledge, or experience is

needed.

For example, a teller would benefit from experience working directly with the public.

**Job Training** Employees in these occupations need anywhere from a few months to one year of working with experienced employees. A recognized apprenticeship program may be associated with these occupations.

**Job Zone Examples** These occupations often involve using your knowledge and skills to help other. Examples include orderlies, forest fighters, customer service representatives, security guards, upholsterers, and tellers.

**SVP Range** (4.0 to < 6.0)

* The specific additional skill to be learned by the OJT trainee as determined by the assessment of the trainee’s current skills and experience in comparison to what is required for successful performance in that specific occupation.
* OJT’s exceeding SVP 4 (3-6 months/520-1040 hours) or the low-end recommendation for Job Zone 2 (3-6 months/520-1040 hours) requires NEWDB Executive Director approval.

### **OJT Contracts require the following:**

* Wages paid to OJT trainees must be at least the prevailing entry wage for the occupation of the employer. 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.
* Employers must comply with requirements of the Civil Rights Act with respect to equal opportunity in employment for the OJT position as well as comply with all federal, state, and local laws.
* OJT trainees hired under this program will be subject to the same personnel policies, rules and regulations, and accorded the same benefits as the other employees of the company.
* Employers must carry Worker’s Compensation Insurance and Federal and State Tax withholdings as required by law. In addition, the individual OJT trainee payroll tax records and receipts for services (if applicable) must be maintained and available for review for review for a minimum period of three years after the end of the training period.
* Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to child labor, health and safety laws), and be appropriate and reasonable regard to the type of work undertaken and the proficiency of the trainee.
* Employer certifies that the OJT trainee will not displace any regular employees of the employer and certifies that no person was displaced as a result of relocation of the current business within 120 days prior to signing the Pre-Award Review.
* The OJT occupation must not involve religious or political activity.
* The OJT must be conducted at the employer’s place of business or another site, and may not be subcontracted.
* No employer may hire an OJT trainee if a member of the OJT trainee’s immediate family is engaged in and administrative capacity for the employer.
* The OJT employer must certify that neither the employing company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation by any federal department or agency.
* The OJT Training Plan must be written for skills that the OJT trainee does not already possess. Care must be given to check the OJT trainee’s work history, and to document that the new skills to be learned are different, more difficult, and/or unique to the new job, and are therefore necessary to perform the new job tasks.
* The OJT agreement will provide that the employer will maintain and make available time and attendance, payroll, and other records to support amounts invoiced and reimbursed under OJT Contracts.
* Modifications to the OJT contract can be made as needed through mutual agreement of the employer and the NEWDB contracted Service Provider. Any amendments to the contract require a contract modification from (Contract Modification Form included in attachments).

## **4.5 Recordkeeping System:**

The Service Provider is responsible for payment and will be accountable making sure that fiscal records are maintained properly. The Service Provider will adhere to the NEWDB/Fiscal Agent policy. Upon receipt of the OJT Contract, the Service Provider will review calculations of hours and wages and track the expenditures. As each invoice and time sheet is submitted, the Service Provider will review the documents for accuracy and process the payment. This will allow for a balance to be maintained of the unused training hours and current funds expended to date. All original contract files will be maintained by the Service Provider and will contain all payment information, as well as the required documentation listed below. All contact files will be uploaded according to the state and local upload guidance.

## **4.6 Documentation:**

The documentation listed below will be uploaded in compliance with the state and local Data Validation Policies. Documentation must be maintained in the OJT Contract file along with other required elements stated in this guidance:

* Pre-Award Review Form
* OJT Contract
* OJT Employer and Employee Orientation Documentation
* Proof of Workers Compensation Insurance Coverage
* Any modifications to the Training Contract
* Training Time Documentation
* Training payment invoices
* Evaluations
* Monitoring reports, including problems, corrective action, and follow-up

In addition to the training conditions listed above, OJT Contracts must contain the following three clauses:

1. **Termination of OJT Trainees** – The employer agrees that the OJT trainee shall not be terminated from training without giving prior notice to the NEWDB contracted Service Provider and reasonable opportunity is given for correction or improvement of performance. The employer also agrees to immediately notify the NEWDB contracted Service Provider if the OJT trainee 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 trainee is subject to the Board’s grievance procedures.
2. Displacement of Currently Employed Workers – The employer agrees that no currently employed worker shall be displaced by the OJT trainee including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer agrees that no OJT trainee 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 trainee. 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 NEWDB staff and/or contracted Service Provider, 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 trainee is making sufficient progress.

## **4.7 Monitoring & Oversight:**

The NEWDB 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 OJT trainee.

## **4.8 Progress Review:**

Frequent contact with the employer and OJT trainee is essential. The NEWDB contracted Service Provider must review OJT contract monthly, at a minimum, in order to evaluate the OJT trainee’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. Methods of contact can include on-site visits, phone or email, and in-person visits at off-site locations. Methods of contact must be sufficient to assure that training is being provided as specified in the OJT contract.

Employer contact and the trainee’s progress must be documented in OKJobMatch Program Notes. OJT contracts must not be written for occupations that include the following characteristics:

* Jobs which require minimal skills training
* Jobs where the principle source of income is tips, commissions or piecework basis
* Jobs that are intermittent or seasonal in nature
* Jobs used to assist, promote, or deter union organization

## **4.9 Employer Orientation:**

The employer must receive an orientation from the NEWDB contacted Service Provider to ensure the employer understands the following:

* The contract terms
* The purpose of the OJT (including the training plan)
* The best method of communicating with the Service Provider
* The process for preparing and submitting timesheets
* The requirement that the employer must provide orientation to the trainee which includes the employer’s expectations, training and evaluation methods.

## **4.10 OJT Employee Orientation:**

Documentation must be obtained and uploaded to verify the employer has provided orientation to the OJT trainee. Orientation must include the following:

* Employer rules
* Employer expectations
* Worksite safety information
* Employer Benefits
* Employer evaluation methods

# V. 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.

# VI. POLICY ADDITIONS AND CLARIFICATIONS:

The NEWDB Executive Director is authorized to issue additional instructions, guidance, approvals, forms, etc. to further implement the requirements of this policy.

# VII. ATTACHMENTS:

Attachment A – Pre-Award Review Form

Attachment B – NEWDB OJT Contract

Attachment C – OJT Trainee Work Plan

Attachment D – OJT Monthly Time & Attendance Records (Optional)

Attachment E– OJT Monthly Invoice – Employer Request for Reimbursement

Attachment F – OJT Employee Orientation

Attachment G – OJT Employer Orientation

Attachment H– Account Tracking Sheet

Attachment I – NEWDB OJT Contract Modification

Attachment J – OJT Progress Report/Training Skills

**NEWDB Approval 11/4/20 by:**

Heather Smoot

Northeast Workforce Development Board Chair

**OJT Document Attachments: For case management service provision, review and signature, as applicable, with participant and/or ETP.**

* Attachment A – Pre-Award Review Form
* Attachment B – NEWDB OJT Contract
* Attachment C – OJT Trainee Work Plan
* Attachment D – OJT Monthly Time & Attendance Records (Optional)
* Attachment E– OJT Monthly Invoice – Employer Request for Reimbursement
* Attachment F – OJT Employee Orientation
* Attachment G – OJT Employer Orientation
* Attachment H– Account Tracking Sheet
* Attachment I – NEWDB OJT Contract Modification
* Attachment J – OJT Progress Report/Training Skills

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Pre-Award Review Form

# Pre-Award Review

No funds provided under the Workforce Innovation 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. (20 CFR 667.268)

No funds provided under the 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/her job at the original location. (20 CFR 667.268)

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 the Local Northeast Workforce Development Board’s (NEWDB) designee and the business establishment as a prerequisite to receiving WIOA Title I assistance.

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| --- | --- |
| List any name(s) under which this establishment does business (including predecessors and successors in interest). |       |
|       |
|       |
| The name, title, and address of the company official certifying this information is: |       |
|       |
|       |

I, the Employer, attest WIOA assistance is not being sought in connection with any past or impending job losses at other facilities and I am requesting WIOA assistance to be used for On-the-Job Training.

I, the Employer, attest that no person was displaced as a result of relocation of the current business within the past 120 days.

I, the Employer, attest there have not been any WARN notices filed.

I, the Employer, attest there have not been any wage and hour or child labor violations during the past 12- month period.

I, the Employer, attest that the OJT activity will not impair an existing contract for services or collective bargaining agreement, and that no such activity that would be inconsistent with the terms of a collective bargaining agreement will be undertaken without the written concurrence of the labor organization and the employer concerned.

I, the Employer, attest that there is not a failure to provide WIOA enrolled training clients 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.

I, the Employer, attest that as of this date we currently employ \_     \_\_\_\_\_\_\_\_ employees.

I, the Employer, attest our Workers’ Compensation policy is current. Upon execution of the contract, the Board designee **must** obtain a copy confirming policy will be in effect during training period.

As the authorized official of the contracting OJT employer, I certify that the WIOA Pre-Award Review information set forth above is true and accurate.

As the employer and authorized official, I agree to defend, indemnify, and save the state of Oklahoma, the NEWDB, and the reviewing entity harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorney fees (whether or not litigation be commenced), of whatever nature or type, including WIOA disallowed costs, that the State or LWDB may suffer, incur or be required to pay, which result from the employer’s failure to provide accurate information in response to the WIOA Pre-Award Review.

|  |  |  |
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|  |  |       |
| Authorized Employer’s Representative Name  |  | Title |
|  |  |       |
| Signature |  | Date |

Neither the State of Oklahoma, any Local Workforce Development Board, nor service provider as the entity conducting the review, shall be legally liable regarding the responses provided during the conduct of this review. Based upon this review, WIOA Title I assistance to this establishment is: \_\_     \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (A**pproved/Disapproved)**

|  |  |  |
| --- | --- | --- |
|  |  |       |
| Reviewer’s Signature      |  | Reviewer’s Title |
| Date |  |  |



Equal opportunity employment/program.

Auxiliary aids and services are available upon request to individuals with disabilities.

**NEWDB ON-THE-JOB TRAINING CONTRACT**

**Contract No:**       **Funding Source:**

|  |  |
| --- | --- |
| **Client Information** | **Employer Information** |
| Name:      Address: ,      City, State, Zip:      Phone:      OSL ID      Training Job Title:      O\*NET Code:       | Company Name:      Address:      City, State, Zip:      Phone:      FEIN or UBI:       NAICS CODE:       Email:       |
| **A. Training Location and Supervisor** |
| Training Facility Location:      OJT Supervisor:       Title:       Phone Number:       |
| **B. Alternate Supervisor** |
| OJT Alternate Supervisor:      Title:       Phone Number:        |
| **C. Training Schedule and Cost** |
| **On-Site Training**Number Hours per Day:       Number Hours per Week:       Number of Weeks:       Total Number of Hours:        | Start Date:       End Date:       Total Hours of Training:        |
| Starting Hourly Wage:       Ending Hourly Wage:       Reimbursement Rate:      On-Site Training Cost:                        On site hours X Hourly Rate X Reimbursement Rate = Total On-Site Training Cost**Maximum allowable costs of Training $**       |

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| --- |
| **D. Training Outline** |
| **Estimated Hours** | **Specific Occupational Skills to be Learned** |
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|       |       |
|       |       |
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|  |
| **E. Job Description** |
|       |
| **F. Concurrence of Collective Bargaining Agent** |
| Is this On-the-Job Training occupation subject to a bargaining agreement? [ ]  Yes [ ]  NoDoes the appropriate bargaining representative concur with this On-the-Job Training and rate of pay? [ ]  Yes [ ]  No                 Name of Union Phone Number Union Representative Signature |
| **G. Concurrence of Apprentice Committee** |
|   Representative Signature WIOA Representative Signature |

**On-the-Job Training Terms and Conditions**

|  |
| --- |
| **H. Standards** |
| **Training**1. The OJT Contract **must** be completed and signed before the OJT employee starts the OJT.1. The employer shall provide the training prescribed in Attachment C and complete the evaluations and/or training progress forms that are provided by the Board. 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.
2. The employer **must** collaborate 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 in the Trainee Work Plan. The employer will complete an evaluation to document competencies gained.
3. The employer certifies that this is not a temporary job. The OJT employee shall be continued by the employer in unsubsidized employment upon completion of the OJT period, based upon satisfactory job performance by the OJT employee.
4. The employer will provide an orientation to the OJT employee that covers the employer’s rules, expectations, safety information and benefits.
5. The OJT must be conducted at the employer’s place of business or another site, and may not be subcontracted

**Fisca**l* 1. The Board’s service provider shall reimburse employers 50% of the trainee’s wages for the OJT program or 75% when certain criteria is met in accordance with the NEWDB OJT Policy. This reimbursement will help offset the cost of training of an individual to become a fully productive employee. The employer will submit a monthly invoice for reimbursement. Reimbursable wages shall not include undocumented payments to the OJT employee. **No reimbursement shall be made** for work performed outside of the term 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. 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 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 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 the Board’s service provider. Copies of the timesheet(s) are to be maintained 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, the NEWDB staff and/or Board contracted Service Provider entity, 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 client for work the OJT client performs. Tips, commissions, and piece work are not considered wages and are not eligible for reimbursement.

Employer Assurances1. The employer shall provide worker’s compensation coverage for the OJT employee, will withhold and pay all appropriate payroll taxes, and assures that the training shall be provided in accordance with WIOA wage and labor standards. The employee will be a W-2 employee of the employer during the OJT training period.
2. Employer agrees 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 of the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act of 1990, as amended.
3. Employer agrees to adhere to the NEWDB’s grievance procedures if a complaint arises in connection with the OJT employee and the training.
4. The employer agrees that the OJT employee shall not be terminated from training without giving prior notice to the NEWDB contracted service provider and reasonable opportunity is given for correction or improvement of performance. However, for zero tolerance infractions, the employer should contact the Board’s contracted service provider immediately after termination. The employer also agrees that it will immediately notify the Board’s contracted Service Provider if the OJT employee 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 client is subject to the Board’s grievance procedures.
5. Employer will comply with Federal and State laws governing the OJT Program.
6. The OJT employer must certify that neither the employing company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation by any federal department or agency.
7. The employer further assures that OJT funds will not be used to assist, promote or deter union organizing.
8. The employer assures that the OJT employee(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.
9. The employer assures that the OJT employee will not be required to participate in religious or political activities.
10. No fees shall be charged to any OJT employee or employer for referral or placement services relative to this OJT Contract.
11. The employer certifies that no member of the OJT employee’s immediate family is engaged in an administrative capacity for the employer, or will directly supervise the OJT employee. 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 employee’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. The employer assures 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 the following EEO regulations within the last three years: 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.

Additional Terms1. Either party may terminate this Contract at any time by giving ten (10) day advance written, signed notice of intent to terminate to the other party. In the event the client is terminated without notice (through no fault of the employer), or client fails to report without giving notice, notice of termination must be provided to the Board immediately.
2. The Board’s service provider may terminate this contract if:
* The State or Federal Government terminates or reduces the funding which makes this contract possible.
* The employer displays poor patterns of retaining OJT clients in the past.
1. This contract may be modified by the 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. Any amendments to the contract require a contract modification form.
2. The NEWDB service provider may unilaterally amend this contract if there are changes in Federal, State or Local Laws, rules, regulations, or policies.
3. OJT Contracts can be written with employers from the public, private non-profit, or private for-profit business sectors.
4. 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.
5. 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 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 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.
6. 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 the Workforce Development Board, 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 the Workforce Development Board which result from, arise out of, or are in any way connected with the services to be performed by the employer under this contract.
 |
| **I. Employer Certification** |
| I certify to the best of my knowledge that this information is true and correct and that I intend to comply with the terms of this contract and retain the client at the end of the OJT training period if satisfactory performance is maintained. I am also aware of my responsibilities as stated in this individual OJT contract. **Authorized Employer Representative Signature Date**  **Title Phone Number** |
| **J. Agency Certification** |
| A legitimate need for training and reasonable expectation of continued employment for the client indicated on this individual OJT Contract has been established by service provider. Therefore, this OJT Contract is approved.  **Service Provider Representative Date** |



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Auxiliary aids and services are available upon request to individuals with disabilities.

On-the-Job Training (OJT) Trainee Work Plan

# Section 1: Trainee Information

|  |  |  |
| --- | --- | --- |
| TRAINEE NAME:       | Telephone:       | OSL Client id:       |
| JOB TITLE:       | O\*NET SOC #:       | HOURS/WEEK:       |
| OJT Start date:       | OJT END DATE:      | TOTAL TRAINING HOURS:       |

# Section 2: Worksite Information

|  |  |
| --- | --- |
| Worksite:       | Worksite telephone:       |
| Worksite Address:       | City, State, Zip:       |
| Worksite:        | Alternate:        |

# Section 3: Skills Required for Occupational Training

|  |
| --- |
|       |
|       |
|       |
|       |
|       |
|  |

# Section 4: Job Description

SUMMARY OF POSITION

ESSENTIAL FUNCTIONS

I understand and agree to the above OJT Trainee Work Plan.

|  |  |
| --- | --- |
| **tRAINEE sIGNATURE dATE** | **Supervisor signature dATE** |
|  |  |
| **WIOA Representative Signature DATE** | **Alternate Supervisor (if applicable) DATE** |
|  |  |



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On-the-Job Training

MONTHLY TIME AND ATTENDANCE RECORD

TRAINEE:

 PID:

TRAINING/WORKSITE:       ­ Job Title:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .

**Record actual number of hours worked for each day of the month indicated. Do not include paid holidays or paid leave of any type. Complete in ink (no whiteout, with all changes or mark-overs initialed by trainee and supervisor. Any time over 40 hours per week will be calculated at straight time.**

**For the Month of:**       **Year:**       **.**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **DATE**  | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** |  | **TOTAL** |
| **# of** **hours** |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |

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| **DATE**  | **16** | **17** | **18** | **19** | **20** | **21** | **22** | **23** | **24** | **25** | **26** | **27** | **28** | **29** | **30** | **31** | **TOTAL** |
| **# of** **hours** |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |

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**TRAINEE’S SIGNATURE & DATE SUPERVISOR SIGNATURE & DATE**

**I certify that the above record of my daily attendance I certify that this trainee is under my supervision**

**is correct. and the attendance recorded is correct.**

**ORIGINAL DOCUMENT MUST BE MAILED TO:**

**Eckerd Connects**

210 NE Washington Blvd. Bartlesville, OK 74006

918-332-2967

Travis Alexander: talexander@eckerd.org



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**On-the-Job Training Monthly Invoice**

**Employer Request for Reimbursement**

Employer:

|  |  |  |  |
| --- | --- | --- | --- |
|       |       |       |       |

Address:

 Street/PO Box City State Zip

|  |  |
| --- | --- |
| Supervisor:       | Phone:       |

|  |  |
| --- | --- |
| Employee:        | OJT Contract number:        |

Reimbursement Request for Month Ending:

|  |  |  |  |
| --- | --- | --- | --- |
|       | X      | X     % |       |

 Total Hours Worked Hourly Rate Percentage Amount Reimbursed

(Attach a copy of the time and attendance record used to calculate reimbursement request, which is signed by both the employer and employee.) Attendance record must be based on actual hours worked. Do not include holidays or leave time. Any amount over 40 hours per week is calculated at straight time and will decrease the total length of training period.)

**I certify that the hours shown on the attached time and attendance record and the hourly rate of pay is correct.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_**     **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Authorized Contract Employer’s SignatureDate

**Please complete this request for reimbursement in ink, with no whiteout and submit to:**

**Eckerd Connects**

**210 NE Washington Blvd.**

**Bartlesville, OK 74006**

**For Office Internal Use Only**

**Program: [ ] Adult [ ] DLW [ ] Youth**

I have reviewed this request and authorize the reimbursement as indicated ab

Servicer Provider Signature Date

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. Auxiliary aids and services are available upon request to individuals with disabilities.

**ACKNOWLEDGEMENT OF**

**OJT EMPLOYEE ORIENTATION**

I certify that I have received an OJT Employee Orientation from the employer that covers the employer’s rules, expectations, safety information and benefits.

|  |  |
| --- | --- |
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Client’s Printed Name Career Manager’s Printed Name

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Client’s Signature Career Manager’s Signature

 Date Date



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**On-the-Job Training**

**Employer Orientation**

This is to certify that I have received, read and understand the On-the-Job Training Contract Terms and Conditions. I have also received a copy and understand the process of preparing and submitting the Employee Evaluation Form, Employer Request for Reimbursement and Time and Attendance Records. I have received a copy of the Employee Training Plan. I understand that the On-the-Job Training client must receive an orientation from the employer which includes the employer’s expectations, training and evaluation methods. I have received instruction on the best method to contact and communicate with the Service Provider.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employer Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OJT Coordinator Date



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**Account Tracking Sheet**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Client:        |  |  |  |  | Client #:       |
| Program |       | Activity/Service: |       |  |  |  |
|  |  |  |  |  |  |  |
| **DATE** | **DESCRIPTION** | **OBLIGATION** | **ADJUST / PAID** | ***BALANCE ($)*** | ***HOURS*** | **BALANCE (Hours)** |
|   |   |   |   |  |  |   |
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| **TOTALS:** |  |  **$ -**  |  **$ -**  |  | **0.00**  |  |

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**On-the-Job Training Modification**

**Date:**       **Modification to Contract No:**

 **Modification No**

|  |  |
| --- | --- |
| **Client Name:**       | **Employer:**       |

|  |
| --- |
| **Please Specify Modification and Reason** |
| **Modification**:       |
|  |
| **Reason**:       |
|  |
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|  |  |
| --- | --- |
| **Authorized Employer Representative Date**  | **Service Provider Representative Date**  |
|   |  |



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