On-the-Job Training Policy

WorkOne Southeast

**PURPOSE**

To establish guidance for on-the-job training (OJT) contracts utilizing funding from the Workforce Innovation and Opportunity Act (WIOA), Title I programs. Two significant changes are: 1. The possibility of an increase to a maximum of 75% reimbursement if certain criteria are documented, and 2. The use of OJT in tandem with Individual Training Accounts (ITAs) for registered apprenticeships.

**REFERENCES**

* WIOA T1 (134)-P1 On-the-Job Training Guidelines under the Workforce Innovation and Opportunity Act (WIOA)
* WIOA (181)-P1 Workforce Innovation and Opportunity Act Participant Drug Screening
* OJT Employer Reimbursement Rate Regional Policy

**CONTENT**

*OJT Contract*

OJT is defined at WIOA Section 3(44). 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 wage reimbursement for hours in training. Employers are to

provide individuals in OJT with benefits and working conditions at the same level and to the same

extent as other trainees or employees working a similar length of time and doing the same type of

work.

During negotiation of an OJT contract, the WDB or River Valley Resources should estimate the training cost for the employer; this estimation should be used as a basis for negotiating the percentage of wages that would be reimbursed to the employer during the training period. The percentage of wages reimbursed to the employer cannot exceed 50 percent. One exception is that the Governor, the WDB, or River Valley Resources may increase the reimbursement amount up to 75 percent, taking into account the factors as described within the regional OJT Employer Reimbursement Rate Policy.

*OJT Guidelines*

* The duration of the training must be established as part of the OJT contract. The duration should be of sufficient length to ensure the acquisition of skills by the participant and proficiency in the occupation for which the training is being provided while not being excessive in length. The

maximum duration for WIOA- funded OJT in the State of Indiana is six months. Special exceptions to the maximum duration must be approved in writing by the Associate Chief Operations Officer for Policy for the Indiana Department of Workforce Development.

* 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).

* It is generally expected that the OJT contract will be a two-party contract, but in some

instances, an OJT employer may utilize an employment service or other third-party human

resource service to serve as the employer-of-record for new workers employed by the company.

In these instances, the WDB or its designee may utilize three-party contracts, which specifically

delineate the responsibilities of each party. In instances involving three-party contracts, both the OJT employer and the employer-of-record must abide by the governing provisions contained

within this policy.

*OJT and Eligible Employed Workers*

An OJT contract may be written for an eligible employed worker when the additional below requirements are met:

1) The employee is not earning a self-sufficient wage (as determined by local policy); and

2) 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 as defined in local policies.

*OJT and Registered Apprenticeship Programs*

Individual training accounts (ITAs) and OJT funds may be combined to support placing participants into

a registered apprenticeship program, just as they can be used together for a participant who is not in a

registered apprenticeship.

An ITA may be used to support the classroom portions of the apprenticeship program, and OJT

funds may be used to support the on-the-job training portions of the program.

* Depending on the length of the registered apprenticeship and local OJT policies, these funds may cover some or all of the registered apprenticeship training.
* If the apprentice is employed at time of participation, the additional criteria set forth above must be met.

*Limitations*

* OJT contracts may not be established with employers that have previously exhibited a pattern of

failing to provide OJT participants with continued long-term employment with wages, benefits

(including health benefits), and working conditions that are equal to those provided to regular

employees that have worked a similar length of time and are doing the same type of work.

* Funds may not be used to reimburse OJT employers for any overtime hours worked by the OJT

participant. Overtime hours are generally needed for increased production demands and are

rarely needed to provide additional training to participants.

* 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.

* WIOA funds may not be used to provide OJT if the business has relocated from any location in the United States and the relocation resulted in any employee losing his or her job at the original location. This prohibition is no longer applicable after the company has operated at the new location for 120 days. To verify that an establishment (which is new or expanding) is not, in fact, relocating employment from another area, a pre-award review is completed by the WDB or River Valley Resources and the OJT employer as a prerequisite to WIOA assistance. The review may include consultations with labor organizations and others in the affected region or local area(s).
* Funds provided to employers for OJT must not be used to directly or indirectly assist, promote or deter union organizing.
* A participant may not be employed or assigned to an OJT if:

o Any other individual is currently on layoff from the same or any substantially equivalent job;

o The employer has terminated the employment of any regular employee or caused an

 involuntary reduction in its workforce with the intention of filling the vacancy with OJT

 participants; or

o The OJT position is created in a promotional line that infringes in any way on the promotional

 opportunities of currently employed workers.

* An OJT must be in an in-demand industry or for an occupation in-demand that is included on the

State list of targeted economic sectors, as defined by the Indiana Career Council through the sector resolution, in partnership with DWD, employers, IEDC, and WDBs. In-demand sectors and

occupations will be facilitated and reviewed at least annually at both a state-wide and regional level by the Department of Workforce Development in partnership with local WDBs.

* OJT funds can only be used to pay for training for positions that pay a minimum of $10 per hour,

or $20,800 annually for Adult or Dislocated Worker, Out of School Youth, or In-School youth who have graduated. Special exceptions to this guideline must be approved in writing by the Associate Chief Operations Officer for Policy for the Indiana Department of Workforce Development.

* The expenditure on an individual OJT contract is limited to $13,000 annually.
* Participants may only be provided OJT one time in any twelve-month period. The only exception is when an OJT participant has successfully completed the training and was subsequently laid off

through no fault of his/her own.

* All OJT participants must first pass a drug screen test consistent with state policy [WIOA T1 (181)-P1].

*On-the-Job Training Process*

1. WorkOne staff works with the employer to complete the pre-award review. The WDB or River Valley

 Resources is responsible for validating information provided in the pre- award review during the

 mandatory on-site monitoring visit.

2. WorkOne staff works with the employer to determine the number of workers needed by the

 employer, the skills, experience, and other job requirements usually required for the job

 opening. Staff should utilize tools, such as Specific Vocational Preparation and O\*Net, to

 determine the normal duration of training that is required for that job classification. Additional

 guidance on determining the appropriate duration of an OJT is attached.

3. WorkOne staff ensures that job openings to be considered for OJT participants are listed on the

 State's Job Match System -Indiana Career Connect.

4. WorkOne staff works with the OJT employer to recruit and select OJT participants for the

 specific openings. Ultimate hiring determinations must be made by the OJT employer.

5. WorkOne staff works with the employer and participants to determine skill gaps and the

training plan for selected participants. Each participant must have a Job Specific Skills Interview Worksheet that must be documented in case notes of the State's electronic case management system. A sample training plan is attached.

6. WorkOne staff establishes OJT contract(s) with the OJT employer for each individual participant.

7. When the employer hires the new worker, the OJT officially begins. An OJT for an employed

 worker officially begins when training that was outlined in the OJT agreement begins. Service

 records must indicate start date of the OJT.

8. Employers are to provide regularly scheduled invoices to WDBs or River Valley Resources for

 reimbursement.

9. The WDB or River Valley Resources conducts monitoring of OJT contracts and follow-up with OJT

 participants. Monitoring of OJT contracts and follow-up with OJT participants must be documented in

 service records.

10. Employer electronic signatures on OJT forms are authorized in accordance with IC 26-2-8 "Uniform

 Electronic Transaction Act".

*Monitoring and Follow-Up Requirements*

WDBs have proactive responsibilities to monitor the successful operation of OJT contracts. The WDB or

River Valley Resources will conduct periodic check-ins with OJT companies and conduct at least one fully

documented monitoring visit during the OJT contract. The primary purpose of these check-ins and the

monitoring visits is to ensure that the OJT employer is following all specifications included in the OJT

contract and that the OJT participant is making satisfactory progression through his or her training

plan.

Additionally, the WDB or River Valley Resources will provide meaningful follow-up services to OJT

participants. WorkOne staff persons are to conduct periodic check-ins with OJT participants

throughout the duration of their training and for six months following successful completion of the

OJT. These check-ins will help to determine if the participant is in need of additional WorkOne

services to successfully retain his/her employment. All check-ins should be documented in the State's

electronic case management system as a follow-up service.

Attachments

Attachment A: Employer On-the-Job Pre-Award Review Form

Attachment B: Employer-Based Training (OJT) Master Agreement

Attachment B2: Employer‑Based Training (OJT) Third Party Master Agreement

Attachment C: Employer-Based (OJT) Job Specific Skills Interview Worksheet

Attachment D: Employer‑Based Training (OJT) Participant Contract

Attachment D2: Employer-Based Training (OJT) Third Party Participant Contract

Attachment E: Employer Based Training (OJT) Monitoring Guide

Attachment F: Employer-Based Training (OJT) Trainee Progress Report

Attachment G: Determining the Appropriate Duration of an OJT

Attachment H: On-the-Job Training Plans Guidance and Sample OJT Training Plan



Attachment A

If Yes, have the employees been laid off for a minimum of 120 days or declined an offer to return to work? Yes \_\_\_\_\_ No \_\_\_\_\_

1. **Labor Consultation:**
* Are the positions that are a part of the on-the-job training program subject to a collective bargaining agreement? Yes \_\_\_\_\_ No \_\_\_\_\_
* If Yes, provide a listing of all unions and contact information:

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1. **Attestation and Validation:**

The company official hereby attests, under penalty of perjury, that the above information is correct.

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Signature of Company Official Date

**Employer Workmen’s Comp. Information**

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Worker’s Compensation (Insurance Carrier Name)

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Policy Number

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Signature of WorkOne Southeast Representative/ Title Date



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Attachment B

**Employer‑Based Training (OJT) Master Agreement**

1. **Parties to the Agreement.** This agreement is entered into between Southeast Indiana Workforce Investment Board (Regional Operator), River Valley Resources, Inc. (Service Provider),and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereafter referred to as the “Employer”, according to the following terms and conditions and agreed to by both parties.
2. **Purpose.** The purpose of the agreement is to provide training in occupational skills for individuals who are in the employment of the Employer and who are participants in programs administered by Southeast Indiana Workforce Investment Board in its capacity as a WorkOne (WIOA Workforce Innovation and Opportunity Act) Regional Operator.
3. **Term.** The period of performance of this agreement shall be from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to June 30, 20\_\_\_\_\_\_. Either party may notify the other of its intent to terminate this agreement with or without cause with the effective date of termination agreed to by both parties and communicated in writing.
4. **Consideration.** In consideration of the occupational skills training provided by the Employer to the participating employee(s):
5. The RO’s fiscal agent shall pay the Employer in accordance with the attached Employer-Based Training (OJT) Contract(s), which is part of this agreement by attachment.
6. Such amounts shall not exceed the maximum amounts specified in each individual OJT contract for each participating employee, and payments to the Employer shall be made by the RO’s fiscal agent in accordance with the Payment Provisions of this agreement.
7. Payment is deemed to be compensation for extraordinary costs associated with providing occupational training to the employee. Employers are not required to document the amount of extraordinary costs associated with providing the training.
8. Payment under this agreement is predicated upon the availability of funding.
9. **Assurances and Certifications.** In entering into the agreement, the Employer acknowledges and agrees to comply with the following statutory, regulatory and policy provisions relating to the Employer's performance under this agreement:
10. The Employer assures that it will comply with all Federal, State and local regulations, rules, laws and policies that govern the use of the Workforce Innovation and Opportunity Act (WIOA). In the event that such regulations, rules, laws, or policies would change, the Employer assures it will comply with these changes as they apply to this on-the-job training contract. In the event that such regulations, rules, laws, or policies would change, the Employer assures it will comply with these changes as they apply to this on-the-job training contract.
11. The execution and performance of this agreement will not assist, support, or contribute to the relocation of the Employer's business if relocation results in employee dislocation.
12. Participating employees shall be compensated by the Employer at the same rates as similarly situated employees, including periodic increases. In no event will the Employer pay participating employees less than current minimum wage or applicable prevailing wage, whichever is higher. Participating employees shall be afforded the same benefits and working conditions, including worker’s compensation, as nonparticipating employees in equivalent job classifications.
13. No currently employed non-participating worker shall be displaced, partially or fully, by a participating employee (trainee), in a same or substantially equivalent job, under this agreement
14. The Employer will not hire individuals under this agreement when any other employee is on layoff from the same or equivalent job or the Employer terminates any regular nonparticipating employee with the intention of filling the vacancy with a participating employee.
15. This agreement shall not impair existing contracts for services or collective bargaining between the Employer and other parties. If the occupational skills training authorized under this agreement could be construed as inconsistent with an existing collective bargaining agreement between the Employer and a collective bargaining unit, then written concurrence of the unit is required prior to the effective date of any addendum. The Employer further assures that the trainee will not be employed in a job that involves in political or lobbying activities.
16. This agreement will not be used to create jobs in a promotional line that may infringe in any way upon promotional opportunities of any currently employed individual.
17. It is understood that participating employees require, or currently do not demonstrate, the skills specified in the attached Job Specific Skills Interview Worksheet and that a genuine need exists for the occupation for which they are being trained.
18. This agreement will not be used to assist, promote, or deter union organizing.
19. The training provided is not of a religious nature nor does it take place during sectarian use of the property.
20. The Employer certifies that his/her company is not debarred, suspended or ineligible to participate and receive federal funds under this agreement.
21. The Employer certifies that he/she does not discriminate based upon race, color, religion, sex, national origin, or disability and that he/she operates a drug free workplace in accordance with federal state and local laws.
22. The Employer assures that Service Provider staff, Workforce Development Board members, and State or Federal officials may visit the worksite for the purposes of reviewing the progress of the trainee.
23. The Employer assures that the trainee hired under this agreement will not be an immediate relative of the Employer’s administrative or supervisory staff.
24. The Employer assures that it has written personnel policies and that these policies will be reviewed with the trainee.
25. The Employer agrees to make every reasonable effort to maintain a drug-free workplace as required by the Drug-Free Workplace regulatory requirements specified in the Drug-Free Workplace Act of 1988.
26. **Representations and Understandings.** The Employer understands that:
27. No part of this agreement may be subcontracted to a third party without the express written consent of River Valley Resources.
28. All records pertaining to this agreement, including payroll and attendance records of participating employees, are subject to inspection by WorkOne Southeast staff, State of Indiana officials, and the U.S. Department of Labor for the purpose of monitoring and auditing activities relating to this agreement. Such records must be maintained for a period of three (3) years beyond the completion of the specified training.
29. The Employer shall advise River Valley Resources immediately in writing of any actions, suits, claims, or grievances filed by participating employees which in any way relate to this agreement.
30. The Employer has the power and authority to execute this agreement and perform the services specified in any addendum.
31. The Employer enters into this agreement as an independent agent and is not an agent, servant, or employee of River Valley Resources.
32. The Employer, and not River Valley Resources, is the sole employer of participating employees and that River Valley Resources has, nor assumes any liabilities or responsibilities between the Employer and participating employee(s).
33. **Modification, Suspension and Termination.** The terms and conditions of the agreement may be modified with written concurrence of River Valley Resources, the Employer, and the participating employee. Either party may terminate this agreement for convenience by notifying the other party in writing at least 10 days prior to the effective date. River Valley Resources may immediately suspend or terminate this agreement for cause if it determines that the employer is, or has, provided inadequate occupational training or violated any of the terms of this agreement.
34. **Disciplinary Action/Termination of a Participating Employee.**
35. A WorkOne staff representative is available to each Employer to help settle difficulties experienced throughout the period of training. As part of this assurance, if a participating employee’s performance is unsatisfactory or if the employee is being considered for termination, the Employer will notify a WorkOne staff representative and the participating employee. The Employer agrees to allow a reasonable amount of time for the participating employee to correct substandard work performance or unsatisfactory progress. Termination for just cause does not require consultation with representatives of WorkOne. The Employer also agrees to retain the trainee as a regular employee upon successful completion of the training.
36. The Employer may use the grievance/complaint procedures established by the Southeast Indiana Workforce Investment Board and will be responsible for notifying the participating employee of the procedures to follow. The Employer may operate his/her own grievance/complaint system if it provides for an appeal to the RO and the governor, upon request of the participating employee, and it contains time frames consistent with the RO’s policy.
37. **Payment Provisions**.
38. The Employer will invoice the Service Provider using an Employer-Based Training (OJT) Participant Contract (Attachment D). The completed invoice must include the signatures of the participating employee and an authorized company representative, as well as supporting wage and hour documentation. If it is impossible to obtain the signature of the employee, attached documentation of hours worked and wages paid will suffice. The maximum amount payable for each employee trained is specified on the Employer-Based Training (OJT) Contract which is part of this agreement. Reimbursement is made for actual work hours. Holiday, vacation, over time and sick leave are not reimbursable training hours.
39. Employers will complete Trainee Progress Reports which will attest to the employee's performance during the training.
40. No payments will be made for training services rendered before the effective date of the individual training contract (Attachment D), after the end date, or in excess of the hours specified for each item in Attachment D.
41. **Certification**. Services shall not be rendered, nor payments made, prior to the date of the participating employee's eligibility determination or the effective date on the addendum which applies to the participating employee (Attachment D).
42. **Trainee Wages, Benefits and Working Conditions.** The following will govern the wage rates, benefits, and overall working conditions for the trainee.
43. Trainee wages will be equal to the wage rate paid by the Employer to other similar employees.
44. The trainee will be afforded the same benefits and working conditions as any other employee doing the same type of work for a similar length of time.
45. Overtime hours/wages are not eligible for compensation under this Agreement.
46. The Employer will provide Workers Compensation benefits in accordance with State law, or, when such law is not applicable, liability insurance coverage for injuries suffered by the trainee.
47. The Trainee will not be required to work in conditions which are unsanitary, hazardous, or dangerous to his/ her health or safety. With inherently dangerous jobs, reasonable safety practices will be applied. In the event that the trainee is subject to child labor laws in any form, the Employer agrees to follow all such laws.

**The terms and conditions of this agreement are hereby executed as evidenced by the signatures below.**



Attachment B2

**Employer‑Based Training (OJT) Third Party Master Agreement**

1. Parties to the Agreement. This agreement is entered into between the **Regional One Stop Operator for the Workforce Investment Board for Region 9 (Regional Operator); River Valley Resources, Inc. (Service Provider), and**

*Employer of Record (staffing agency) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* and *Employer of Training (worksite employer)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(collectively the “Employer” unless otherwise noted), according to the following terms and conditions and agreed to by all parties.

1. **Purpose.** The purpose of the agreement is to provide training in occupational skills for individuals who are in the employment of the Employer of Record and who are participants in programs administered by the Southeast Indiana Workforce Investment Board in its capacity as a WorkOne WIOA Program Operator.
2. **Term.** The period of performance of this agreement shall be from\_\_\_\_\_\_\_\_\_\_\_\_,201\_\_, to June 30, 201\_\_. Either party may notify the other of its intent to terminate this agreement with or without cause with the effective date of termination agreed to by all parties and communicated in writing.
3. **Consideration.** In consideration of the occupational skills training provided by the Employer to the participating employee(s):
4. The RO’s fiscal agent shall pay the *Employer of Training* in accordance with the attached Employer-Based Training (OJT) Contract(s), which is part of this agreement by attachment.
5. Such amounts shall not exceed the maximum amounts specified in each individual OJT contract for each participating employee, and payments to the *Employer of Training* shall be made by the RO’s fiscal agent in accordance with the Payment Provisions of this agreement.
6. Payment is deemed to be compensation for extraordinary costs associated with providing occupational training to the employee. Employers are not required to document the amount of extraordinary costs associated with providing the training.
7. Payment under this agreement is predicated upon the availability of funding.
8. **Assurances and Certifications.** In entering into the agreement, the Employer acknowledges and agrees to comply with the following statutory, regulatory and policy provisions relating to the Employer's performance under this agreement:
9. The Employer assures that it will comply with all Federal, State and local regulations, rules, laws and policies that govern the use of the Workforce Investment Act (WIOA). In the event that such regulations, rules, laws, or policies would change, the Employer assures it will comply with these changes as they apply to this on-the-job training contract. In the event that such regulations, rules, laws or policies would change, the Employer assures it will comply with these changes as they apply to this on-the-job training contract.
10. The execution and performance of this agreement will not assist, support, or contribute to the relocation of the Employer's business if relocation results in employee dislocation.
11. Participating employees shall be compensated by the *Employer of Record* at the same rates as similarly situated employees including periodic increases. In no event will the Employer pay participating employees less than current minimum wage or applicable prevailing wage, whichever is higher. Participating employees shall be afforded the same wages, benefits and working conditions as nonparticipating employees in equivalent job classifications provided by the *Employer of Record.*
12. No currently employed nonparticipating worker shall be displaced, partially or fully, by a participating employee (trainee) under this agreement.
13. The Employer will not hire individuals under this agreement when any other employee is on layoff from the same or equivalent job or the Employer terminates any regular nonparticipating employee with the intention of filling the vacancy with a participating employee.
14. This agreement shall not impair existing contracts for services or collective bargaining between the Employer and other parties. If the occupational skills training authorized under this agreement could be construed as inconsistent with an existing collective bargaining agreement between the Employer and a collective bargaining unit, then written concurrence of the unit is required prior to the effective date of any addendum.
15. This agreement will not be used to create jobs in a promotional line that may infringe in any way upon promotional opportunities of any currently employed individual.
16. It is understood that participating employees require, or currently do not demonstrate, the skills specified in the attached Job Specific Skills Interview Worksheet and that a genuine need exists for the occupation for which they are being trained.
17. This agreement will not be used to assist, promote, or deter union organizing.
18. The training provided is not of a religious nature nor does it take place during sectarian use of the property.
19. The Employer certifies that his/her company is not debarred, suspended or ineligible to participate and receive federal funds under this agreement.
20. The Employer certifies that he/she does not discriminate based upon race, color, religion, sex, national origin, or disability and that he/she operates a drug free workplace in accordance with federal state and local laws.
21. **Representations and Understandings.** The Employer understands that:
22. No part of this agreement may be subcontracted to another party without the express written consent of the RO.
23. All records pertaining to this agreement, including payroll and attendance records of participating employees, are subject to inspection by the Southeast Indiana Workforce Investment Board, State of Indiana officials, and the U.S. Department of Labor for the purpose of monitoring and auditing activities relating to this agreement. Such records must be maintained for a period of three (3) years beyond the completion of the specified training.
24. The Employer shall advise the RO immediately in writing of any actions, suits, claims, or grievances filed by participating employees which in any way relate to this agreement.
25. The Employer has the power and authority to execute this agreement and perform the services specified in any addendum.
26. The Employer enters into this agreement as an independent agent and is not an agent, servant, or employee of the RO.
27. The Employer understands that the RO *does not* assume any liabilities or responsibilities between the Employer and the participating employee(s).
28. **Modification, Suspension and Termination.** The terms and conditions of the agreement may be modified with written concurrence of the RO, the Employer, and the participating employee. Either party may terminate this agreement for convenience by notifying the other party in writing at least 10 days prior to the effective date. The RO may immediately suspend or terminate this agreement for cause if it determines that the employer is, or has, provided inadequate occupational training or violated any of the terms of this agreement.
29. **Disciplinary Action/Termination of a Participating Employee.**
30. A WorkOne staff representative is available to each Employer to help settle difficulties experienced throughout the period of training. If a participating employee is being considered for termination, the Employer will notify a WorkOne staff representative and the participating employee. The Employer agrees to allow a reasonable amount of time for the participating employee to correct substandard work performance or unsatisfactory progress. Termination for just cause does not require consultation with representatives of WorkOne.
31. The Employer may use the grievance/complaint procedures established by the RO and will be responsible for notifying the participating employee of the procedures to follow. The Employer may operate his/her own grievance/complaint system if it provides for an appeal to the RO and the governor, upon request of the participating employee and it contains time frames consistent with the RO’s policy.
32. **Payment Provisions**.
33. The *Employer of Training* will invoice the RO using an Employer-Based Training (OJT) Contract. The completed invoice must include the signatures of the participating employee and an authorized company representative. If it is impossible to obtain the signature of the participating employee, copies of corresponding time sheets signed by the participating employee or endorsed paychecks must accompany the invoice.
34. The maximum amount payable for each employee trained is specified on the Employer-Based Training (OJT) Contract which is part of this agreement. Reimbursement is made for actual work hours. Holiday, vacation, over time, and sick leave are not reimbursable Training hours.
35. *Employer of Training* will complete Trainee Progress Reports which will attest to the employee's performance during the training.
36. No payments will be made for training services rendered before the effective date, after the end date, or in excess of the hours specified for each item in the addendum.
37. **Certification**. Services shall not be rendered, nor payments made, prior to the date of the participating employee's eligibility determination or the effective date on the addendum which applies to the participating employee.
38. **Trainee Wages, Benefits and Working Conditions.** The following will govern the wage rates, benefits, and overall working conditions for the trainee.
39. Trainee wages will be equal to the wage rate paid by the Employer to other similar employees.
40. The trainee will be afforded the same benefits and working conditions as any other employee doing the same type of work for a similar length of time.
41. The Employer will provide Workers Compensation benefits in accordance with State law, or, when such law is not applicable, liability insurance coverage for injuries suffered by the trainee.
42. The Trainee will not be required to work in conditions which are unsanitary, hazardous, or dangerous to his/ her health or safety. With inherently dangerous jobs, reasonable safety practices will be applied. In the event that the trainee is subject to child labor laws in any form, the Employer agrees to follow all such laws.

**The terms and conditions of this agreement are hereby executed as evidenced by the signatures below.**





Attachment C

**Employer-Based (OJT)**

**Job Specific Skills Interview Worksheet**

1. **On-the-Job Training Identifying Information:**

* 1. **Contract #:**
	2. **OJT Trainee/Employee**:

**Training Methods**

A. Demonstration/Observation

B. Hands-On

C. Practice

D. Written Instructions/Manuals

E. Audio/Visual

F. Verbal Instructions

* 1. **OJT Employer/Contractor:**
	2. **O\*NET Job Title:**
	3. **Employer Job Title:**
	4. **O\*NET Code:**
	5. **S.V.P. Level: (see \* below)**
	6. **Maximum Hour Per S.V.P.:**
	7. **Employer Training Time:**

\* SVP (Specific Vocational Preparation) is the amount of time required by a typical worker to learn the techniques, acquire the information, and develop the abilities needed for average performance in a specific work situation. SVP codes may be obtained at <http://online.onetcenter.org>. Note that the duration of training suggested by the SVP for a given occupation is only a starting point for negotiations with an employer.

1. **Training Time Computation:**

|  |  |  |
| --- | --- | --- |
| **TRANSFERABLE EXPERIENCE / EDUCATION CODE** | **LEVEL OF TRANSFERABLE EXPERIENCE / EDUCATION** | **APPROXIMATE TRAINING HRS. NEEDED** |
| **3** | **Extensive** experience doing the particular task/skill | **None** Needed |
| **2** | Some **significant** transferable experience or formal education with the particular skill | **Up to 1/3** of Max. Hrs. |
| **1** | **Some** exposure to comparable experience or formal education with the particular skill | **Up to 2/3** of Max. Hrs. |
| **0** | **Little/No** exposure or experience with particular skill | **Up to 100%** of Max. Hrs. |

1. **Client’s transferable Experience/ Education specifically transferable to the analyzed skills of this OJT:**



|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **TASK/ SKILL DESCRIPTION** | **TRAINING MAXIMUM HRS.** | **TRAINING METHOD** | **TRANSFERABLE EXPERIENCE** | **TRAINING HOURS NEEDED** | **TRAINING HRS. FOR THIS CONTRACT** |
| 1.
 |       |       |       |       |       |
| 1.
 |       |       |       |       |       |
| 1.
 |       |       |       |       |       |
| 1.
 |       |       |       |       |       |
| 1.
 |       |       |       |       |       |
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 |       |       |       |       |       |
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 |       |       |       |       |       |
| 1.
 |       |       |       |       |       |
| **TOTALS** |       |       |       |       |       |



Attachment D

**Employer‑Based Training OJT) Participant Contract**

**Contract No.**

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

**For**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Social Security # (last four):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Person to be Trained

**Employer Contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Staff Contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PART A: THE AGREEMENT *(Authorized Service Provider Representative completes)***

1. River Valley Resources warrants that the above named individual has been deemed eligible for training in the occupation referenced in 3 (a) below for an hourly wage of $\_\_\_\_\_\_\_\_\_\_. Reimbursement to the employer by the authorized Service Provider for training will be a negotiated amount up to $\_\_\_\_\_\_\_\_\_, but in no event will reimbursement earned or paid exceed 50 percent (50%) of gross wages paid the Trainee during the actual period of training agreed to in 3 (a) below. Amounts exceeding 50% must be pre-approved. Overtime wages are not eligible for compensation. **Primary Trainer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Contractor, agrees to train said individual in the occupation for the hours set forth in 3 (b), below, within the time period set forth in 3 (c), below, at the wage specified in 1, above, in accordance with the specifications of Exhibit C, Job Specific Skills Interview Worksheet, which by this reference is made a part of this Contractual Agreement.
3. (a) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, O’Net\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(b) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hours of training,

 Occupation for which training is being reimbursed maximum number of training hours allowable for

 reimbursement during the period in (c).

 (c) From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Month / Day / Year Month / Day / Year

1. **Audits and Records**
2. **Employer** will forward proof of wages paid with this Payment Voucher and **(2) Employer** willretain payroll records for review by the Southeast Indiana Workforce Investment Board, its designated Service Provider(s) authorized personnel, and state and federal auditors.
3. River Valley Resources and Employeragree to the terms and specifications set forth herein and to the mutual promises and agreements set forth in **Section I** of this agreement.

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

 Signature of Employer Date Signature of Authorized Service Provider Representative Date

**PART B: PAYMENT VOUCHER (*Employer Completes and signs along with employee*)**

**Please return to Authorized Service Provider Representative with supporting**

**wage/hours documentation.**

|  |
| --- |
| **COMPANY NAME** |
| **BILLING ADDRESS** |
| **BILLING CONTACT** |
| **TELEPHONE** |

|  |  |
| --- | --- |
| **TRAINEE NAME / SS# (last four)** |  **DATE COMPLETED** |
| 1. **TRAINING HOURS COMPLETED**
 |  |
| 1. **HOURLY WAGE RATE ($/hr)**
 |  |
| 1. **REIMBURSEMENT RATE (% of Hourly Wage)**
 |  |
| 1. **TOTAL DUE (A x B x C)**
 |  |

|  |
| --- |
| **EMPLOYEE SIGNATURE PRINTED NAME****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****AUTHORIZED EMPLOYER SIGNATURE PRINTED NAME** |

**PART C: EMPLOYER OUTCOME (*Employer Completes*)**

1. Trainee remains in unsubsidized employment\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hours per week at a wage of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Hourly Rate

1. If no longer employed, please indicate date terminated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Month / Day / Year

1. Reason for termination: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. My company would use this service again. Yes \_\_\_\_ No \_\_\_\_ My company would refer other employers for this service. Yes \_\_\_\_ No \_\_\_\_

 Comments \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PART D: PAYMENT AUTHORIZATION *(Authorized Service Provider Representative completes)***

Payment Requested by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Approval \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment D2

**Employer‑Based Training (OJT) Third Party Participant Contract**

**For**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Social Security Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Trainee

**Employer of Record:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Staff Contact:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PART A: THE AGREEMENT *(Authorized Service Provider Representative completes)***

1. River Valley Resources warrants that the above named individual has been deemed eligible for training in the occupation referenced in 3 (a) below for an hourly wage of $\_\_\_\_\_\_\_\_\_\_. Wage reimbursement will be paid to the Employer of Record by the authorized Service Provider for a negotiated amount up to $\_\_\_\_\_\_\_\_\_, but in no event will reimbursement earned or paid exceed 50 percent (50%) of wages paid to the Trainee during the actual period of training agreed to in 3 (a) below. Amounts exceeding 50% must be pre-approved
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Employer of Training, agrees to train said individual in that occupation for the hours set forth in 3 (b), below, within the time period set forth in 3 (c), below, at the wage specified in 1, above, in accordance with the specifications of Exhibit C, Job Specific Skills Interview Worksheet, attached hereto and incorporated herein.
3. (a) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, O’Net\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(b) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hours of training,

 Occupation for which training is being reimbursed maximum number of training hours allowable for

 reimbursement during the period in (c).

 (c) From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Month / Day / Year Month / Day / Year

1. **Audits and Records**
	1. **Employer of Training** will be reimbursed for training hours completed bycompleting **Part B:** **Payment Voucher** and **(2) Employer of Record** will retain payroll records for review by the Southeast Indiana Workforce Investment Board, its designated Service Provider(s) authorized personnel, and state and federal auditors. Such records must be maintained for a period of three (3) years beyond the completion of the specified training.
2. River Valley Resources and the above referenced Employer(s) hereby agree to the terms and specifications set forth within this contract.

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

 Signature of Employer of Record Date Signature of Authorized Service Provider Rep Date

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

 Signature of Employer of Training Date

**PART B: PAYMENT VOUCHER (*Employer of Record Completes and signs along with Employee*)**

**Please return to Authorized Service Provider Representative.**

|  |  |
| --- | --- |
| **TRAINEE NAME / SS#** |  **DATE COMPLETED** |
| 1. **TRAINING HOURS COMPLETED**
 |  |
| 1. **HOURLY WAGE RATE ($/hr)**
 |  |
| 1. **REIMBURSEMENT RATE (% of Hourly Wage)**
 |  |
| 1. **TOTAL DUE (A x B x C)**
 |  |

|  |
| --- |
| **COMPANY NAME (Employer of Training)** |
| **BILLING ADDRESS** |
| **BILLING CONTACT** |
| **TELEPHONE** |

|  |
| --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **EMPLOYEE SIGNATURE PRINTED NAME****\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****AUTHORIZED EMPLOYER SIGNATURE PRINTED NAME** |

**PART C: EMPLOYER OUTCOME (*Employer of Record Completes*)**

1. Trainee remains in unsubsidized employment\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hours per week at a wage of $\_\_\_\_\_\_\_\_\_\_.

 Hourly Rate

1. If no longer employed, please indicate date terminated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 Month / Day / Year

1. Reason for termination: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. My company would use this service again. Yes \_\_\_\_ No \_\_\_\_ My company would refer other employers for this service. Yes \_\_\_\_ No \_\_\_\_

 Comments \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PART D: PAYMENT AUTHORIZATION *(Authorized Service Provider Representative completes)***

Payment Requested by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Approval \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attachment E

**EMPLOYER BASED TRAINING (OJT)**

**-Monitoring Guide-**

(River Valley Resources Representative Completes during On-Site Visit)

1. **COMPENSATION OF TRAINEE YES NO**
	1. Hourly rate paid $\_\_\_\_\_\_\_\_\_ is not less than agreed to ……………………………………………....  
	2. Documentation of withholdings adequate ……………..........................................................................  
	3. Reimbursement requested only for actual hours of training, excluding holiday, vacation and sick leave…………………………………………………………………............................................................  
2. **CONTRACTOR DOCUMENTATION**
	1. *Fiscal*

Contractor maintains records, documents and other evidence of accounting procedures and practices to validate invoices for payment which, at a minimum include:

 **YES NO**

* + 1. Hours worked per day during trainee’s training period (Time/ Attendance Records)............... 
		2. Gross net wages paid trainee for negotiated training period (Payroll Registers) …................. 
		3. Trainee’s receipt of wages paid ………………………………………………………...................  
		4. Trainee’s written consent, or proof of garnishment, for all withholdings or deductions from

wages ……………………………………………………………………………………................... 

* + 1. Proper deposit of Federal and State income taxes and Social Security withholding................ 
		2. Coverage by State Worker’s Compensation, or approved liability insurance, for injuries

suffered by trainee on the work/ training site or in the execution of contractor training

And work-related activities off-site ……………………………………………………................... 

* 1. *Other*
		1. Training Specification Log .................................................................................................…...  
		2. Is there a reason for Termination on file? ……………………………………………...................  

If for a cause, what is it? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

* + 1. If lack of performance or conduct, was the trainee given reasonable opportunity to improve?  
		2. Evidence that training is consistent with the trainee’s individualized training plan ……………  
1. **Impact on Collective Bargaining Agreement YES NO N/A**
	1. Does Contractor have collective bargaining agreement? ........................................................... 
	2. Was labor consulted prior to executing the OJT contract? ......................................................... 
	3. Does the contract have written concurrence of labor organizations? ......................................... 
	4. Any evidence that contract might impair collective bargaining agreements? ............................. 
2. **DAVIS BACON YES NO N/A**
	1. If Contractor’s project is federally assisted are employer’s paid wages at rates not less than those prevailing or similar construction in the locality? ………………………………................................................. 
	2. Was labor consulted prior to executing the OJT contract? ........................................................ 
3. **BENEFIT WORKING CONDITIONS YES NO**
	1. Does the Contractor provide trainee(s) with wages, benefits and working conditions at the same level and to the same extent as other employees of the Contractor working a similar length of time and doing the same type of work as trainee(s)? …………………………..………………………..................................................…...  
4. **NON DISCRIMINATION YES NO**
	1. Has any individual been excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of race, color, religion, sex, national origin, age, handicap, or political affiliation, or belief. That with respect to terms and conditions affecting, or rights provided to trainee(s), such trainee(s) are not discriminated against solely because of their status as a trainee(s)………………..………………………................................................................…...  
5. **IMPAIRMENT OF EXISTING EMPLOYMENT YES NO**
	1. No current employee of the Contractor has been displaced by the employment of trainee(s), including partial displacement such as a reduction in the hours of non-overtime work wages, or employment benefits. Contractor warrants, covenants, and affirms that no other individual is on layoff from the same or any substantially equivalent job as that filled by trainee(s) and that Contractor has not eliminated the employment of any regular employee or otherwise reduced its work force with the intention of filling the vacancy so created by hiring trainee(s) ………………………………………..………………………................................................................…...  
6. **POLITICAL ACTIVITIES (HATCH ACT) YES NO**
	1. That training and employment pursuant to this agreement does not involve political activities.....…...  
7. **HEALTH AND SAFETY STANDARDS YES NO**
	1. Conditions of employment and training meet all applicable health and safety standards established under state and federal laws regarding working conditions of employees ........................................................…...  
8. **BUSINESS LICENSING, TAXATION AND INSURANCE YES NO**
	1. Contractor assures that all appropriate business licenses and insurance certificates are current and available for review. Contractor further assures that they are in compliance with all requisite federal and state tax laws……………………………………………………………….. ........................................................…...  
9. **DEBARMENT/ SUSPENSION YES NO**
	1. Contractor assures that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency and that they are not now under investigation or indictment …………………………….. ........................................................…...  
10. **SUMMARY OF THE MONITORING VISIT YES NO**
	1. Is the OJT participant receiving appropriate direction and supervision on the Worksite? ..............…...  
	2. From the OJT participant’s point of view, do they feel they are doing well and learning the required job tasks? ……….............................................................................................................................................…...  
	3. Did the employer provide you with the clients Training Progress Report(s)? …………..................…...  
	4. Briefly describe what was observed and learned while conducting the OJT monitoring visit.

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

* 1. Detail any needed corrective actions to address the findings and issues identified in any of the above questions.

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

**Employer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **OJT Contract #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Trainee’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **SSN #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Monitor’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Day/ Month/ Year

***Date of Follow-Up Visit if Needed*:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Day/ Month/ Year

Attachment F

**Employer-Based Training (OJT)**

**Trainee Progress Report**

**TRAINING SITE/COMPANY:**

**EMPLOYEE: SSN#:**

**START DATE OF TRAINING**: \_\_\_\_\_\_\_\_\_\_\_ **REPORT DATE**: \_\_\_\_\_\_\_\_\_\_\_ **TRAINING END DATE:** \_\_\_\_\_\_\_\_\_\_\_

**Sect. 1: CURRENT EMPLOYMENT STATUS: PLEASE CHECK APPROPRIATE BOXES**

|  |  |
| --- | --- |
| **Still Employed *****(Please Complete Sect. 3 & 4)*** | **No Longer Employed *****(Please Complete Sect. 2)*** |
| **Fired ** | **Laid Off ** | **Quit ** | **Sick Leave ** |

**Sect. 2: IF NO LONGER EMPLOYED, PLEASE CHECK ANY DEFICIENT BEHAVIORS (ONE OR MORE)**

|  |  |
| --- | --- |
| **Poor Work Habits ** | **Attitude Problems ** |
| **Attendance ** | **Appearance ** |
| **Performance ** | **Other ** |

**Sect. 3: IF STILL EMPLOYED, PLEASE RATE THE EMPLOYEE ON THE FACTORS LISTED BELOW**

**(1=POOR >> 5=EXCELLENT) A RATING OF 2 OR LESS REQUIRES PERFORMANCE IMPROVEMENT PLAN**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **1. POOR** |  | **3. AVERAGE** |  | **5. EXCELLENT** |
| **Work Habits** | **1.** | **2.** | **3.** | **4.** | **5.** |
| **Attitude** | **1.** | **2.** | **3.** | **4.** | **5.** |
| **Attendance** | **1.** | **2.** | **3.** | **4.** | **5.** |
| **Performance** | **1.** | **2.** | **3.** | **4.** | **5.** |
| **Appearance** | **1.** | **2.** | **3.** | **4.** | **5.** |

**Sect. 4: PERFORMANCE IMPROVEMENT PLAN (FOR FACTORS RATED POOR OR BELOW AVERAGE)**

**FACTOR/ISSUE:**

**STEPS NEEDED TO IMPROVE:**

**TIMETABLE FOR CORRECTION:**

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

EMPLOYER TRAINEE SERVICE PROVIDER REP DATE

Attachment G

**Determining the Appropriate Duration of an OJT**

To ensure that the duration of the OJT is appropriate, Specific Vocational Preparation (SVP) codes associated with various occupational coding systems, (i.e. DOT, OES, SOC, or the Occupational Units of the O’Net system) should be utilized. The SVP code for an occupation is the amount of lapsed time required by a typical worker to learn the techniques, acquire information, and develop the facility needed for average performance in a specific job-worker situation. SVP codes ranges from 1-9. Each level suggests an appropriate duration for training as shown:

|  |  |
| --- | --- |
| **SVP****Level** |  |
| 1 | Short demonstration only |
| 2 | Anything beyond short demonstration up to and including 1 month |
| 3 | Over 1 month up to and including 3 months |
| 4 | Over 3 months up to and including 6 months |
| 5 | Over 6 months up to and including 1 year |
| 6 | Over 1 year up to and including 2 years |
| 7 | Over 2 years up to and including 4 years |
| 8 | Over 4 years up to and including 10 years |
| 9 | Over 10 years |

SVP codes for various occupational coding systems may be obtained through DOL’s O\*Net web site at <http://online.onetcenter.org/> by clicking on “OnLine Help.” Note that the duration of training suggested by the SVP for a given occupation is only a starting point for negotiations with an employer. In determining the specific duration for a specific 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.

Attachment H

**On-the-Job Training Plans Guidance**

Many OJT plans simply contain a job description taken verbatim from the O\*NET and broken down by job components with a projected training time for each component. Such an approach does not convey the message that training is being conducted, i.e., skills are being taught and skills are being learned.

* Training activities must be described clearly to show that the employer is obligated to conduct training.
* Skills to be learned should be separately listed with training times estimated for each.
* Training times must be reasonable.
* Training times must be geared to both the complexity of the job and the abilities of the trainee.
* The training plan must identity the job title of the person(s) responsible for the training.
* The training plan must be monitorable. The WIOA participant, supervisor, and/or trainer(s) should be knowledgeable about its contents.

**Sample OJT Training Plan**

Automotive Technician: (O\*NET Code) front-end mechanic (automobile service); alignment mechanic; axle-and-frame mechanic; chassis mechanic; wheel alignment mechanic

Job Description: Aligns wheels, axles, frames, torsion bars, and steering mechanism of automotive vehicles, such as automobiles, buses, and trucks. Drives vehicle onto wheel alignment rack. Tests for bent axle, worn ball joints, and bent steering rods, using alignment testing machine. Straightens axle and steering rods and adjusts shims, tie rods, and joining pins to align wheels, or installs new parts, using hand tools. Places wheel on balancing machine to determine where counterweights must be added to balance wheel. Hammers counterweights onto rim of wheel. Installs shock absorbers. Strengthens frame using hydraulic jack, chassis aligner, and acetylene torch.

Training Outline:

1. Learn to operate wheel alignment machines. Develop skills required to measure, caster, camber, toe-in, toe-out, king pin inclination at requisite levels of precision for various types of systems used on contemporary passenger cars, i.e., double wish bone coil suspension systems, McPherson strut system, torsion bar system, etc.

Trainer: Assigned Lead Worker

Hours: 160

Performance Measurement: Demonstration of skills required to operate equipment and tools used to align front-end components according to specifications.

2. Instruction in the disassembly and assembly of component parts of various front-end systems noted in item #1. Learn to remove and replace springs, shocks, ball joints, king pins, struts, steering rods, steering arms, idler arms, etc. Become thoroughly familiar in the operation of power tools and hydraulic equipment used in the above operations.

Trainer: Assigned Lead Worker

Hours: 200

Performance Measurement: Demonstration of ability to remove and replace springs, shocks, ball joints, king pins, struts, etc. using power tools and hydraulic equipment.

3. Learn to operate with required skills, equipment used to remove and replace tires from wheels. Learn to operate various items of equipment to balance wheels on and off vehicles, static and dynamically, using computerized balancing equipment.

Trainer: Assigned Lead Worker

Hours: 80

Performance Measurement: Demonstration of skills required to operate tire changing and wheel balancing equipment.

TOTAL HOURS: 440