



**NORTH CAROLINA DEPARTMENT OF COMMERCE
DIVISION OF WORKFORCE SOLUTIONS**

DWS POLICY STATEMENT NUMBER: PS 13-2013

Date: August 15, 2013

**Subject: On-the-Job Training (OJT) Using Workforce
Investment Act (WIA) Funds**

From:

Roger Shackleford

Roger Shackleford, Assistant Secretary

Purpose: To establish and communicate the policy requirements and forms for conducting On-the-Job Training (OJT) activities in North Carolina and to rescind Local Area Issuance No. 2010-14.

Background: On-the-Job Training presents North Carolina the opportunity to expand and enhance workforce service delivery to the State's citizens, especially those hardest hit by the recession and ongoing high unemployment rates. OJT is a viable pathway for unemployed workers seeking employment and for employers seeking workers. It offers the unique opportunity to offset initial training costs to fill skilled positions while building organizational productivity as the employee learns job requirements. An OJT arrangement can be the impetus for an employer to create a job opportunity. Local Workforce Development Boards should consider OJT placements in the context of in-demand occupations or industries where career pathways exist with employer partners who have a documented plan to add jobs.

On-the-Job Training is defined in WIA Section 101(31) as training by an employer that is provided to a paid participant while engaged in productive work in a job that:

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

On-the-Job Training is a viable and compatible part of North Carolina's Integrated Services Delivery product box.

Local Workforce Development Board OJT policy is critical for consistency, institutionalizing services the local Board seeks to deliver, and managing and

leveraging OJT funds. Local OJT policy also provides guidance on how to comply with federal and state OJT requirements and leverage other hiring incentives such as Work Opportunity Tax Credit (WOTC) or the federal HIRE initiative that assists offenders gain employment.

Note: North Carolina has been granted a waiver from the U.S. Department of Labor to allow the reimbursement of OJT employers on a sliding scale based upon the number of employees at an employer's single location. Up to 90% of a participant's wage rate may be reimbursed to employers with 50 or fewer employees. Up to 75 percent of the participant's wage rate may be reimbursed to employers with 51-250 employees. Employers with more than 250 employees are limited to the standard WIA cap of 50 percent wage reimbursement. The OJT sliding scale waiver applies to all WIA statewide activities funds and local WIA formula funds. North Carolina's waiver is granted through June 30, 2017.

Action: Local Workforce Development Boards must adhere to the attached OJT policies and use the included forms when providing local WIA On-the-Job Training services. An updated local OJT Policy must be submitted as an Administrative Adjustment to the Local Workforce Development Area Plan when changes are made.

Effective Date: Immediately

Expiration: Indefinite

Contact: Division Planner

Attachments:
A. OJT Policy
B. Contract Forms

Rescinded

ON-THE-JOB TRAINING POLICY

PARTICIPANT ELIGIBILITY

On-the-Job Training (OJT) may be provided to eligible Workforce Investment Act (WIA) participants who are assessed and found to be in need of and suitable for training services in order to obtain or retain employment that leads to self-sufficiency. The participants must demonstrate a need for training as recorded on the Individual Employment Plan (IEP).

Employers will have the final selection authority for individuals to be hired. All trainees must meet certain WIA eligibility criteria before training can begin. Only those individuals who meet the eligibility requirements for intensive services, who have received an assessment and for whom an IEP has been developed may be considered for OJT. An individual referred as a potential candidate for OJT by an employer (reverse referral) may be considered for OJT with that employer only after the individual has met eligibility requirements for intensive services, has received an assessment, and for whom an IEP has been developed that indicates OJT is appropriate.

Consideration should be given to the skill requirements of the occupation, academic and occupational skill level of the participant, prior work experience, and the participant's IEP. The results of objective assessment, as documented on the individual's IEP, must indicate that the participant is in need of, and can benefit from, the activity of OJT. The IEP must capture the past work history of the applicant from the official file, assess the test results, capture additional information from the applicant about past work experience, hobbies, volunteer experience, and identify strengths and weaknesses of the applicant. It must include documentation as to the new skills to be acquired during training and how skill gaps/deficiencies will be overcome with the training.

On-the-Job Training for Incumbent Workers is allowed by WIA when:

1. the employee is not earning a self-sufficient wage as determined by local Workforce Development Board policy;
2. all OJT Pre-Award Analysis conditions are met; and
3. the OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the WDB.

While unemployment in the State remains high, the priority of OJT is placing or returning persons to the labor force.

EMPLOYER ELIGIBILITY

On-the-Job Training is primarily a "hire first" program; the trainee becomes an employee of the company prior to the beginning of the training program. Hiring and training may begin after the OJT Pre-Award Analysis form has been completed and the OJT Employer Agreement has been signed by all the parties.

Staff should give careful consideration when selecting a suitable employer for OJT. General business practices in terms of working conditions (safety, health), the availability of health benefits, sustainable wage structure, turnover rates, adequate staff and equipment to carry out the training, and whether the employer is in compliance with federal, state and local laws are factors to consider while completing the OJT Pre-Award Analysis form.

When considering an employer to participate as an OJT worksite, staff should carefully review and determine the nature of the employment to ensure the employment is on-going and not temporary, probationary or intermittent employment.

An On-the-Job Training contract must be limited to the period of time required for a participant to become proficient in the occupation for which training is being provided. In determining the appropriate length of the training, consideration must be given to the skill gaps that exist when comparing the skill requirements of the occupation and the academic and occupational skill level of the participant, prior work experience, and the participant's IEP.

CONTRACT REQUIREMENTS

- On-the-Job Training contracts require that the wages paid to trainees be at least the prevailing entry wage for any specific occupation in the community. If the employer operates under a collective bargaining agreement, the wage and benefits must be those specified in that union agreement and the job opening must be cleared with the appropriate union.
- The employer 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.
- Trainees hired under OJT will be subject to the same personnel policies, rules and regulations, afforded the same benefits, and compensated at the same rates as other employees of the company.
- Employers must carry Workers' Compensation Insurance and make federal and state tax withholdings as required by law. In addition, the individual trainee payroll tax records must be maintained and available 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 health and safety laws), and be appropriate and reasonable with regards to the type of work undertaken and the proficiency of the participant.
- The employer must certify that the participant will not displace any regular employee of the employer and that no person was displaced as a result of the relocation of the current business within the previous 120 days of signing the OJT Contract Agreement.
- The OJT employer will agree to adhere to the local Workforce Development Board's grievance process if a complaint arises in connection with the OJT trainee and/or the training.
- On-the-Job Training participants 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, or be required to participate in religious activities.
- No individual (neither new hire nor incumbent) may enter an OJT position if a member of his/her family is engaged in an administrative capacity with the OJT employer, including a person with selection, hiring, placement or supervision responsibilities for the OJT trainee.

- 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 employer will maintain and make available for review all time and attendance, payroll, and other records to support amounts reimbursed under OJT contracts.
- A participant may not be trained under an OJT contract at a particular employer if:
 - 1) any other individual is on layoff from the same or substantially equivalent job;
 - 2) the employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with the WIA participant; or
 - 3) the job is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.

SKILLS GAP ANALYSIS / TRAINING PLAN DEVELOPMENT

Following the execution of the OJT Employer Agreement, an individualized OJT Training Plan must be developed for the acquisition of skills that the trainee does not already possess. Skills the trainee acquired from previous work or life experiences are transferrable and can be used in every occupation, regardless of the type of work. Transferrable skills are unlike job-related skills, which tend to be used only in one type of work. This plan will contain occupationally specific skills that the employer requires for competency in the OJT occupation. On-the-Job Training funds should not be used for orientation to standard operating procedures of the employer. An analysis of the trainee's prior work history, transferrable work skills and the job skills gained must be compared to the job skills/job description the employer requires in the OJT occupation. The resulting gap in skills will be the basis for the development of the Training Plan. The Specific Vocational Preparation (SVP) data found in the O*NET Online database for that particular occupation will be used and adjusted to determine the length of training necessary to acquire the needed skills. Each skill description should be concise, but comprehensive and the individual tasks should be measurable and observable. The specific types and sources of information used to identify the scope of the skills gap must be included in the participant's case file.

There are a number of assessment tools available that may be used to conduct a skills gap analysis and provide adequate documentation of the process used to develop the Training Plan. These include Prove It!™, an Internet-based assessment tool used to determine an individual's level of skills in a particular occupation and to document skill deficiencies, as well as the O*NET Online website and www.myskillsmyfuture.org which have both been developed by the U.S. Department of Labor.

TRAINEE SKILL EVALUATION

At the midpoint of training, the trainee's acquisition of the required occupational skills on the Training Plan will be evaluated by the employer/supervisor using the OJT Trainee Evaluation Form. This is an opportunity for the employer/supervisor and the trainee to interact and review the skills progress made by the trainee and to make any necessary adjustments to the training shown in the Training Plan.

The Trainee Evaluation Form will also be used at the conclusion of training to document the mastery of the required skills. Completion of the final skills evaluation section of the form signals the successful completion of the Training Plan and agreement by the employer to retain the trainee.

GENERAL PROVISIONS

The local Workforce Development Board will develop written OJT policies that address the following nine elements, at a minimum:

- 1) Outreach and recruitment of OJT participants
- 2) Skills gap analysis and Training Plan development
- 3) Employer marketing strategies
- 4) Reverse referral policy
- 5) OJT supportive services policy
- 6) OJT contract development
- 7) Coordination of case management and business services functions
- 8) Reimbursement policy and invoicing process
- 9) Financial and programmatic monitoring

The trainee's progress under an OJT contract will be formally monitored at least once during the training period by the staff of the agency responsible for the development of the contract. Periodic communication with the OJT employer/supervisor and the trainee during the training period is required to insure the successful completion of the training.

OJT FORMS

The forms listed as Attachments B are the official documents to be used when conducting WIA-funded On-the-Job Training activities and are to be completed sequentially. The OJT contract package is incomplete if all forms (Pre-Award Analysis, Employer Agreement, Training Plan, and Trainee Evaluation) are not completed.

Rescinded

[Insert WDB Name Here]

[Insert OJT Provider Name Here]

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

Section 1: Contact Information

Complete the following Employer Information		
WIA OJT AGENCY:	WIA OJT AGENCY REPRESENTATIVE:	PHONE NUMBER/ EMAIL ADDRESS:
COMPANY NAME:		<input type="checkbox"/> STATE ACTIVITIES FUNDS <input type="checkbox"/> FORMULA FUNDS <input type="checkbox"/> OTHER (SPECIFY)
ADDRESS:		PHONE NUMBER:
EMPLOYER REPRESENTATIVE:	TITLE:	EMAIL ADDRESS:
CONTRACT START DATE:	CONTRACT END DATE:	

Rescinded

Section 2: Contract Agreement

This contract is entered into between _____, hereinafter called the Workforce Investment Act (WIA) OJT Agency, and _____, hereinafter called the Employer.

The parties hereto agree that the Employer will employ worker(s) and provide On-the-Job Training services to individuals referred by the WIA OJT Agency and deemed acceptable by the Employer in accordance with the associated pre-award analysis and training plan(s) attached and made a part thereof. Reimbursement will be paid pursuant to the terms and conditions set forth under the General Assurances on the reverse side of this signatory sheet. In no case shall total reimbursement exceed _____% of the gross wages paid to the trainee(s) during the training period. In addition, the Employer agrees that it will perform under this contract in accordance with the Workforce Investment Act and the regulations, procedures and standards promulgated there under. The Employer shall comply with all applicable Federal, State and local laws, rules and regulations which relate to the employment of persons who perform work and are trained under this contract.

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

Section 3: Authorized Signatures

I agree to all terms, conditions, and general assurances set forth in this contract. I hereby certify that the information is, to the best of my knowledge, true and correct.

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

Section 4: Contract Agreement Modification, if applicable

Contract Agreement terms modified: _____

Reason for modification or cancellation: _____

I hereby certify that I agree to the contract agreement modification(s) as stated above.

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
WIA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

Rescinded

On-the-Job Training General Assurances

1. Employer Criteria

- a. The employer must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate worksite.
- b. The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs.
- c. OJT training may not be subcontracted and must be conducted at the employer's place of business, which meets prevailing standards with respect to wage, hours and conditions of employment.
- d. Employer referrals to NC Career Centers are permitted. Eligibility and suitability for OJT must be determined and verified prior to hiring and/or the beginning of training.
- e. OJT contracts are permitted with firms in which current and/or past Workforce Development Board (WDB) members are employed or otherwise have a financial or personal interest.
- f. The employer must be in compliance with all applicable business licensing, taxation and insurance requirements. The employer must not be in violation of any local, state or federal labor laws.

2. OJT Training Occupation

- a. The OJT training occupation must not be seasonal, intermittent, or temporary.
- b. The occupation must not involve payment in the form of a commission as the primary source of payment to the OJT employee.
- c. The occupation must be one in which specific occupational training is a prerequisite for employment.
- d. The occupation must provide full-time employment. (Full-time is defined as a 40-hour work week, except where fewer or greater hours are normal to the occupation, but in no case less than 30 hours per week.) Contracts may also be negotiated for part-time employment if such negotiation is undertaken for a specific participant, but only in those instances where full-time employment is not feasible due to limitations (*i.e.*, individuals with an impairment or disability).
- e. Training may not be provided for occupations where adequate supervision and/or monitoring are not available. These may include traveling salespersons, out-stationed job positions, truck or van drivers and other positions requiring more than an occasional trip from the employer worksite.
- f. NEG/ARRA funded occupations are prohibited at casinos or other gambling establishments, swimming pools, aquatics, spas, and golf courses.

3. Payments

- a. The employer shall be reimbursed for training costs upon timely submission of the invoice, appropriately certified by the employer's signatory official. Payment shall be based on the hours actually worked for which wages are paid under each training slot, times the negotiated fixed hourly rate. Payment of overtime shall be restricted to work consistent with the training plan. Payment shall include reimbursement of costs associated with employment and training services which have been integrated into the training plan and for which wages have been paid.
- b. No reimbursement shall be made for a period of work stoppage at the employer's worksite.
- c. Each trainee's wages shall be paid in full for the period for which reimbursement is being requested prior to the transmittal of an invoice to the WDB for payment.

4. Availability of Funds

Payment for contract activity extending into the next program year is conditional on the availability of WIA funds in that program year. No obligations will be incurred by the employer if such funds are not available. The employer will be notified in advance when funds are limited.

5. Records Retention and Review

- a. The employer shall maintain records (business receipts, payroll records), sufficient to reflect all costs incurred in the performance of this contract until the appropriate Workforce Development Board audit has been fulfilled, or until the expiration of three years from the date of final payment under this contract.
- b. The employer's establishment and records related to the participant, as may be engaged in the performance of this contract, shall be subject at a reasonable time to inspection, audit, review and evaluation by the U.S. Department of Labor, State of North Carolina, and the Workforce Development Board.
- c. The employer agrees to reimburse to the Workforce Development Board any and all funds received under this contract which are determined by audit to have been spent in activities not in compliance with the provisions of this contract.

6. Contract Modification

This contract may be modified, terminated, or cancelled whenever it is determined that such action is in the best interest of the WIA program or employer. Termination, cancellations, and modifications shall be effective on the date of execution.

7. Sectarian/Religious Activities

No participant enrolled under this contract shall be employed on the construction, operation, or maintenance of any facility as is used, or to be used, for sectarian instruction or as a place for religious worship. Participants may not be trained or employed in sectarian and/or political activities.

8. Disclosure of Confidential Information

Confidential information about any trainee shall be divulged by the employer only as necessary for purposes related to evaluation of the employee's performance.

9. Nepotism

No persons shall be hired under this contract if a member of his or her immediate family is employed in an administrative capacity by the employer. The term "administrative capacity" includes those who have selection, hiring, placement, or supervisory responsibility for OJT participants and "immediate family" shall include: Wife/Husband, Son/Daughter, Mother/Father, Brother/Sister, Son-in-Law/Daughter-in-Law, Mother-in-Law/Father-in-Law, Stepparent, Stepchild, Grandparent, and Grandchild.

10. Debarment and Suspension

The employer certifies that neither he/she nor the company's principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11. Equal Opportunity and Non-Discrimination

The employer shall not discriminate against any employee or applicant because of race, color, religion, sex, age, disability, political affiliation, beliefs, citizenship or national origin and agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Equal Opportunity clause. This contract is subject to the Civil Rights Act of 1964 and ensuing Regulations in 29 CFR Part 31.

12. Grievances

The employer will ensure that the OJT trainee is informed of established grievance procedures for resolving employee complaints.

13. Maintenance of Effort

Employer sponsored training in existence prior to initiation of this project shall be continued and may not be reduced in any way as a result of this contract (except for reduction unrelated to the provisions and purposes of this contract).

14. Conditions of employment

Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to labor and employment laws, environmental laws or health and safety laws).

[Insert WDB Name Here]

[Insert OJT Provider Name]

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

Section 1: General Information

Please complete the following:

TRAINEE NAME:		JOB TITLE:	
O*NET CODE:	SVP CODE:	HOURLY STARTING WAGE: \$	HOURLY ENDING WAGE: \$
REIMBURSEMENT PERCENTAGE: %	REIMBURSEMENT RATE: \$	MAXIMUM TRAINING HOURS:	MAXIMUM REIMBURSABLE AMOUNT: \$
COMPANY NAME:		COMPANY ADDRESS:	
TRAINEE SUPERVISOR:	TITLE:	PHONE/EMAIL:	
EMPLOYER REPRESENTATIVE NAME:	WIA OJT AGENCY REPRESENTATIVE:	WIA OJT AGENCY REPRESENTATIVE CONTACT INFO:	
PAY SCHEDULE: Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Other <input type="checkbox"/>	PAY DAY: PERIOD COVERED:	RATIO OF TRAINEES TO SUPERVISOR:	
BENEFITS AVAILABLE (list):			

Rescinded

Section 2: Training Outline

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

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

Rescinded

Section 2: Training Outline (continued, if applicable)

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

Rescinded

Section 3: Authorized Signatures

By signing below, I agree to adhere to the Training Outline and my responsibilities thereof.

EMPLOYER REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

Rescinded

Section 4: Training Plan Modification, if applicable

On-the-Job Training Plans may require changes for which a modification is necessary. Reasons for a modification include but are not limited to:

- *To extend the end date of training due to illness or equipment failures at the place of business.*
- *To correct errors in the original training budget or the description of the job duties.*
- *Cancellation.*
- *To extend the end date in order to ensure satisfactory skill attainment.*

The Employer and the OJT Agency agree that this Training Plan shall be modified as stated:

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

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

By signing below, I agree to adhere to the modifications set forth in Section 4

EMPLOYER SIGNATURE:	TITLE:	DATE:
SUPERVISOR SIGNATURE:	TITLE:	DATE:
WIA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

[Insert WDB Name Here]

[Insert OJT Provider Name Here]

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

Trainee Name:

Supervisor Name:

Company Name:

Section 1: Evaluation

JOB SKILLS OBJECTIVES	MIDPOINT EVALUATION OF SKILLS	MIDPOINT EVALUATION DATE	FINAL EVALUATION OF SKILLS	FINAL EVALUATION DATE
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	
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	Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>		Mastered objective <input type="checkbox"/> Satisfactory progress <input type="checkbox"/> Unsatisfactory progress <input type="checkbox"/>	

Section 2: Authorized Signature

Midpoint Evaluation

I hereby certify that the above information is accurate.

EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

Final Evaluation

I hereby certify that the above information is accurate.

EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

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

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

Insert WDB Name Here

Insert OJT Provider Name

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

Section 1: Employer Information

Complete the following Employer Information

COMPANY NAME:		FEIN #:
CONTACT PERSON:		TITLE:
COMPANY ADDRESS:		
PHONE:	FAX:	EMAIL:
TYPE OF ORGANIZATION: PRIVATE FOR PROFIT <input checked="" type="checkbox"/> PRIVATE NON-PROFIT <input type="checkbox"/> PUBLIC <input type="checkbox"/>		
COMPANY NAICS CODE:	# OF CURRENT EMPLOYEES IN THIS LOCATION:	YEARS IN EXISTENCE:

Section 2: Criteria for OJT Employers

YES	NO	Employer Requirements
<input type="checkbox"/>	<input type="checkbox"/>	1) Does the employer agree to ensure that the OJT will not result in the replacement of laid-off workers?
<input type="checkbox"/>	<input type="checkbox"/>	2) Does the employer ensure that the company has not exhibited a pattern of failing to provide OJT trainees with continued long-term employment?
<input type="checkbox"/>	<input type="checkbox"/>	3) Does the employer commit to providing long-term employment for successful OJT trainees, barring unforeseen economic conditions?
<input type="checkbox"/>	<input type="checkbox"/>	4) Does the employer agree to ensure that the OJT will not result in the full or partial displacement of currently employed workers nor will it infringe on promotional opportunities of current workers?
<input type="checkbox"/>	<input type="checkbox"/>	5) Does the employer agree to ensure that trainees will be provided the same benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work?

<input type="checkbox"/>	<input type="checkbox"/>	6) Does the employer agree to ensure that trainee wages to be paid are at least equal to both: a) the Federal, state or local minimum wage (Fair Labor Standards Act), and b) other employees in the same occupation with similar experience?
<input type="checkbox"/>	<input type="checkbox"/>	7) Does the employer agree to ensure that trainees are provided with the same workers' compensation coverage as regular, non-OJT employees? a) Worker's Compensation Company: b) Account #: c) Effective Dates: to
<input type="checkbox"/>	<input type="checkbox"/>	8) Does the employer agree to ensure that the OJT will not result in the impairment of existing contracts for services or collective bargaining agreements?
<input type="checkbox"/>	<input type="checkbox"/>	9) Does the employer agree to ensure that OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing?
<input type="checkbox"/>	<input type="checkbox"/>	10) Does the employer agree to ensure that WIA funds will not be used to relocate operations in whole or in part?
<input type="checkbox"/>	<input type="checkbox"/>	11) Does the employer confirm that the company has operated at current location for at least 120 days (unless the new location did not result in the layoff of employees at another location)?
<input type="checkbox"/>	<input type="checkbox"/>	12) Does the employer agree to provide safe working conditions for OJT trainees?

Section 3: Authorized Signatures

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

EMPLOYER SIGNATURE:	TITLE:	DATE:
WIA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

Section 4: Outcome of Pre-Award Interview

- Does the employer meet all requirements (i.e. answer "yes" to all twelve questions above) of the OJT pre-award analysis? YES NO
- Will an OJT Contract (Employer Agreement) be developed? YES NO
If not, please explain.
