

## On-the-Job Training (OJT) / Work Experience Contract with Training Plan

### Insert LWIA or Grantee Name Here

OJT / Work Experience Contract No:

#### Section 1: Contact Information

Complete the contact information for the OJT Provider and the Employer.

<b>PROVIDER NAME:</b>	<b>CONTACT PERSON:</b>	<b>TELEPHONE #:</b>
<b>OJT / WORK EXPERIENCE ADDRESS:</b> Street City ST ZIP	<b>EMAIL:</b>	<b>FAX #:</b>
<b>EMPLOYER NAME:</b>	<b>CONTACT PERSON:</b>	<b>F.E.I.N. #</b>
<b>EMPLOYER ADDRESS:</b>  <b>OFFICE</b> Street City ST ZIP  <b>WORKSITE (IF DIFFERENT)</b> Street City ST ZIP	<b>CONTACT TITLE:</b>	<b>TELEPHONE #:</b>
	<b>EMAIL:</b>	<b>FAX #:</b>
	<b># FULL-TIME EMPLOYEES AT WORKSITE:</b>	<b>REIMBURSEMENT RATE (%):</b> %

#### Section 2: Trainee / Training and Position Information

Complete the contact information and reimbursement rate for trainee.

<b>TYPE OF TRAINING:</b> <input type="checkbox"/> OJT <input type="checkbox"/> WORK EXPERIENCE <input type="checkbox"/> BOTH:		
<b>TRAINEE NAME:</b>	<b>LAST FOUR DIGITS OF SOCIAL SECURITY #:</b>	<b>TELEPHONE #:</b> <b>E-MAIL:</b>
<b>START DATE: (MM/DD/YYYY)</b>	<b>END DATE: (MM/DD/YYYY)</b>	<b>HOURLY PAY RATE: \$</b>
<b># OF HOURS PER DAY:</b>	<b># OF DAYS PER WEEK:</b>	<b>TOTAL TRAINING HOURS LIMIT :</b>
<b>TOTAL REIMBURSEMENT LIMIT:</b> \$		
<b>JOB TITLE:</b>	<b>O*NET SOC #:</b>	<b>O*NET JOB ZONE:</b>
<b>FOR WORK EXPERIENCE:</b> <b>DESCRIBE DUTIES TO BE ASSIGNED:</b> <b>IDENTIFY THE EMPLOYEE'S SUPERVISOR:</b>		
<b>FOR OJT:</b> <b>LABOR MARKET OUTLOOK:</b> <b>EMPLOYER NAICS CODE:</b> <b>INDUSTRY CREDENTIALS/CERTIFICATIONS TO BE EARNED (IF APPLICABLE):</b>		

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OJT SPECIFIC SKILLS TO BE LEARNED: (ATTACH ADDITIONAL SHEET IF NEEDED)	ESTIMATED TRAINING HOURS FOR THIS INDIVIDUAL:	START DATE (MM/DD/YYYY):	COMPLETION DATE (MM/DD/YYYY):
1. Skill To Be Learned	Estimated Training Hours	Start Date	Completion Date
2. Skill To Be Learned	Estimated Training Hours	Start Date	Completion Date
3. Skill To Be Learned	Estimated Training Hours	Start Date	Completion Date
4. Skill To Be Learned	Estimated Training Hours	Start Date	Completion Date
5. Skill To Be Learned	Estimated Training Hours	Start Date	Completion Date
<b>TOTAL ESTIMATED TRAINING HOURS*:</b> (Total Training Hours Limit represents a maximum number of hours as a budgetary constraint. Total Training Hours Limit should equal Total Est. Training Hours, but the individual skill hours are estimates that may change based on trainee performance which may lead to training being completed before all allotted hours are used.)			
<b>TOOLS, UNIFORMS, SUPPLIES NEEDED FOR TRAINING:</b>			
<b>TRAINING PROVIDER (If Employer, identify trainer):</b>			
<b>LOCATION WHERE TRAINING WILL OCCUR:</b>			

### Section 3: OJT / Work Experience Contract

This On-the-Job Training (OJT) / Work Experience Contract is between **(Name of Employer)** herein after called Employer and **(Name of LWIA)** herein after called LWIA. Both parties agree to the terms and conditions set forth within this contract. The contract term commences on **(enter start date here)** and terminates on **(enter end date here)**.

### Section 4: General Terms and Conditions

#### **CONTRACT PURPOSE**

The purpose of this contract is to establish the general terms and conditions under which the LWIA may refer individual Workforce Innovation and Opportunity Act (WIOA) participants ("the Trainee") to the Employer to enable the participants to take part in an OJT and/or Work Experience placement.

#### **GENERAL REQUIREMENTS**

All OJT / Work Experience contracts must comply with the provisions of Department of Commerce WIOA Policy.

##### **On the Job Training Requirements**

1. On-the-Job Training (OJT) is training by an Employer that is provided to a paid Trainee while engaged in productive work in a job that will provide the knowledge or skills essential to adequately perform the job. The Employer must hire the OJT Trainee as a regular full-time employee prior to the start of the training program. Full-time employment will continue upon successful completion of training. Successful completion includes:
  - a. Acquired the skills identified for the training program; and
  - b. Complied with all company and employment obligations throughout the training.

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2. The OJT will be provided in exchange for a negotiated reimbursement percentage of the wage rate to compensate for the Employer's extraordinary costs of training and additional supervision related to the. Employers may be reimbursed up to 50% of the wage rate of an OJT participant, and up to 75%.
3. Paid overtime and holiday time may be worked if trainee is paid using the same scale as other employees, but will not be reimbursed by the program.
4. During negotiation of an OJT contract, the training costs of the employer will be estimated by the LWIA and used as a basis for negotiating the percentage of the wage to be reimbursed during the training period.
5. This OJT contract will be limited to the period required for the Trainee to become proficient in the occupation for which the training is being provided. The appropriate duration and intensity of training is based on a skills gap assessment that considers the following:
  - a. The skill requirements of the occupation;
  - b. The academic and occupational skill level of the participant;
  - c. Prior work experience; and
  - d. The participant's individual employment plan.
6. A skills gap assessment must be completed for each OJT Trainee for the position they are entering. A copy of the skills gap assessment must be kept in both the Trainee's employment file and their WIOA file.
7. The Employer agrees to develop a training plan for the OJT Trainee that includes strategies to learn the competencies needed to be satisfactorily skilled in the OJT position based on the trainee's required personalized skill gap analysis for the position. Training plans must include start and completion dates, a job description, a description of the method of training and how it will be delivered, a statement that clearly describes the supervision that will be provided which includes names of employees who will be responsible for that supervision.
8. Trainees must be provided 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.
9. If this OJT is to be used to train a WIOA customer who, prior to the start of OJT, is already working for the Employer, (i.e., an "employed worker" who is earning less than a self-sufficient wage or is otherwise WIOA eligible), the Employer verifies that they will elevate the employee to reach at least a self-sufficient wage through skill upgrade training that relates to either: introduction by the employer of new technologies; the introduction to new production or service procedures; upgrading to new jobs that require additional skills/workplace literacy; or other appropriate purposes identified by the LWIA's Local Board.

### Work Experience Requirements

1. Work experience is a planned, structured learning experience that takes place in a workplace for a limited period and may be paid or unpaid. Work experience differs from OJT and Incumbent Worker Training (IWT) training in that there is no hiring occurring prior to or requirement to hire following the learning experience.
  - a. Participants in a paid work experience must be provided a reasonable wage to the extent that it is consistent with that paid for similar work according to the Uniform Guidance. Labor standards apply in any work experience setting when an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists.
  - b. The work experience has meaningful and adequate supervision (with provisions made for supervision when the regular supervisor may not be available).
    - i. The work experience is achieving the goals for which it was designed (possibly with documented learning experiences).
  - c. The employment of participants must not occur at a workplace where:

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- i. A participant's employment would unfavorably impact current employees (a youth participant would displace all or a portion of a current employee's hours including overtime, wages, employment benefits, or promotional opportunities);
    - ii. A participant's employment would impair existing contracts for services or collective bargaining agreements;
    - iii. A participant's employment would replace the work of employees who have experienced layoffs; or
    - iv. An employer has terminated a regular employee or otherwise reduced its workforce with the intention of replacing them with participants subsidized with these funds.
  - d. Work Experience requirements that are prohibited include:
    - i. Employment in the adult entertainment industry
    - ii. Sale or distribution of packaged liquors
    - iii. Sale of firearms
    - iv. Casinos/gambling establishments
    - v. Organizations with political or religious affiliations
2. Trainees scheduled to work 7 1/2 continuous hours or more must have an unpaid meal period of at least 20 minutes. The meal period must be given to an employee no later than 5 hours after beginning work.
3. Overtime will not be authorized unless normally required for the position and authorized in advance in the work schedule in Section 2. Overtime will not be reimbursed by the program.
4. No lunch hours or breaks are paid unless normally paid to all workers at the worksite in similar positions.
5. There will be no paid leave time (i.e., vacation/sick/personal days or paid holidays).
6. Holidays are paid at regular hourly rate only when the trainee works. The worker will adhere to the worksite's holiday schedule and/or the LWIA's holiday schedule to be determined by both parties.

### **FISCAL**

1. The LWIA shall reimburse Employer on a **(Enter a term such as a monthly or bi-monthly)** basis in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to Trainee. Reimbursement will be based on documented skill attainment during the OJT. **(Enter a term such as Monthly or Bi-monthly which matches above)** progress reports signed by the trainee's supervisor(s) shall be submitted with payment requests. Reports must be reviewed and approved prior to payment being processed.
2. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT/Work Experience contract.
3. Employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the OJT Provider, the state and/or the federal government, at any time and without prior notice to the employer.
4. Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel records according to federal guidelines.

### **EMPLOYER ASSURANCES/ADDITIONAL TERMS**

1. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
2. Employer shall provide worker's compensation coverage for the OJT. The worksite employer will provide worker's compensation coverage for the work experience if it is the employer of record.

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3. Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention.
4. Employer agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rates, including increases, and benefits as trainees or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in no event less than the higher rate specified in Section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law.
5. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws).
6. Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position.
7. Employer assures that funds provided under this contract will not be used to assist, promote or deter union organizing.
8. Employer assures that they have not been debarred or suspended in regard to federal funding.
9. Employer certifies that no member of the OJT / Work Experience Trainee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the Trainee. For the purpose of this contract, immediate family is defined as spouse, child, son-in-law, daughter in-law, parent, mother-in-law, father-in-law, sibling, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, grandparent, and grandchild.
10. Employer assures that the OJT / Work Experience Trainee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
11. Employer assures that the OJT / Work Experience Trainee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees.
12. Employer and OJT Training / Work Experience Provider agree to maintain confidentiality of information regarding participant, which may be obtained through application forms, interviews, tests, reports from public agencies, counselors, or any other source.
13. Employer of Record shall provide adequate insurance coverage to protect against legal liability arising out of OJT / Work Experience activity.
14. WIOA funds shall 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 will result in any employee losing his or her job at the original location. Subsequent to the relocation, WIOA funds may not be used to provide customized training, skill training, on-the-job training, or company-specific assessments of job applicants or employees 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.
  - a. 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

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another area, standardized pre-award review criteria developed by the state must be completed and documented jointly (i.e., with the state) by the local area and the establishment as a prerequisite to WIA assistance. The review must include:

- i. names under which the establishment does business, including predecessors and successors in interest; the name, title, and address of the company official who is certifying the information, and whether WIOA assistance is sought in connection with past or impending job losses at other facilities; and
- ii. a review of whether WARN notices relating to the Employer have been filed. The review may include consultations with labor organizations and others in the affected local area(s).

15. This contract is subject to modification or termination due to actions taken by the federal, state, or local governments that result in a frustration of contract purpose. Such actions include, but are not limited to withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.

### TERMINATION

1. Employer may discipline, suspend, or discharge an OJT / Work Experience Trainee in accordance with established procedures provided they do not conflict with existing law and Trainee has been advised of unsatisfactory progress or conduct and given a reasonable opportunity to improve.
2. LWIA has authority to terminate participant who is found to be ineligible, or in noncompliance with program.
3. LWIA or its subcontractor may terminate agreement if, for any reason it is determined that the employer fails to provide services specified, or comply with provisions of agreement.
4. Employer may terminate agreement if unable to fulfill terms of agreement.
5. Agreement is terminated at time of participant's resignation, dismissal, or completion of training.

### Section 5: Signatures

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

#### Authorized Signatures

DATE: (MM/DD/YYYY)
EMPLOYER SIGNATURE:
TYPE/PRINT NAME:
TYPE/PRINT TITLE :
DATE: (MM/DD/YYYY)
OJT TRAINEE SIGNATURE:
TYPE/PRINT NAME:
TYPE/PRINT TITLE :
DATE: (MM/DD/YYYY)
LWIA SIGNATURE:
TYPE/PRINT NAME:
TYPE/PRINT TITLE :

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<b>DATE:</b> (MM/DD/YYYY)
<b>TRAINING PROVIDER SIGNATURE (IF OTHER THAN EMPLOYER):</b>
<b>TYPE/PRINT NAME:</b>
<b>TYPE/PRINT TITLE :</b>
<b>TYPE/PRINT ORGANIZATION:</b>
<b>E-MAIL:</b>

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DATE: (MM/DD/YYYY)
PLACEMENT AGENCY SIGNATURE (IF APPLICABLE):
TYPE/PRINT NAME:
TYPE/PRINT TITLE:
TYPE/PRINT ORGANIZATION:
E-MAIL:

### Section 6: Concurrence of the Collective Bargaining Agent

Complete this information in regards to if the employment and training is subject to a collective bargaining agreement.

Is the occupation in which the OJT is being offered subject to a collective bargaining agreement?  YES  NO

If yes, please indicate the name, title, and union affiliation of the appropriate bargaining representative.

BARGAINING REPRESENTATIVE'S NAME:	SIGNATURE:	
BARGAINING REPRESENTATIVE'S TITLE:	UNION AFFILIATION:	DATE: (MM/DD/YYYY)