

## **SOUTHWEST LOCAL WORKFORCE DEVELOPMENT BOARD**

**1527 White Avenue  
Henderson, TN 38340  
(731) 989-5111**

**Effective Date: October 1, 2018**

**Duration: June 30, 2020**

**Workforce Services Policy – On-the-Job Training - WIOA (18-4)**

**Subject:**

On-the-Job Training (OJT) Policy

**Purpose:**

The purpose of this policy is to establish and communicate the policy requirements and forms for conducting On-the-Job Training (OJT) activities in SWLWDB area.

**References:** WIOA Section 101 (44), Section 134 (c) (3); NPRM 68.320.

**Background:**

WIOA provides for on-the-job training activities. OJT is training provided by an employer in the public, private non-profit or private sector. A contract may be written between the employer and SWLWDB's CSP in exchange for the reimbursement of between 50 and 75 percent of the wage rate to compensate for the employer's extraordinary costs of providing the training and supervision related to the training.

**Policy:**

It shall be the policy of SWLWDB to provide OJT for an individual when eligibility and other criteria are met. An OJT may take place with an employer in the public, private non-profit, or private sector. An OJT Master Agreement must be written with the company wishing to engage in on-the-job training which outlines expectations as the training employer. This Master Agreement must be completed, along with proof of workman's compensation insurance (WC Certificate) for employees of the company and a W-9 form before any referrals are made for OJT.

An OJT Addendum must be completed for each OJT participant providing a structured occupational training outline allowing the OJT participant to gain the knowledge and competencies necessary to be successful in the occupation in which they receive training. The OJT Addendum must be completed and signed by designated staff of both the employer and the CSP staff person before the OJT participant starts working.

**Action:**

SWLWDB shall adhere to the following procedures regarding On-the-Job Training.

1. Training Guidelines

- a) Training shall be for occupations for which there is a demand in the area served or for occupations determined to be in sectors of the economy which have a high potential for sustained demand or growth.
- b) On-the-job training for a participant shall be limited to a period of time generally required for the acquisition of skills needed for the position within a particular occupation (not to exceed four months unless special circumstances exist). Consideration shall be given to skill requirements of the occupation, employer training plans and contents, and the participant's education, prior work experience and Individual Employment Plan. Recognized reference materials including but not limited to, the "Dictionary of Occupational Titles" and/or O\*Net information should be used in identifying the skill levels of the occupation. In no event shall the training time for a participant be more than six months.
- c) Wages for OJT opportunities must be a minimum of \$9.50 per hour.
- d) The training/reimbursement rate shall be 50% of wages (not to exceed \$22.00 per hour wage rate).
- e) OJT contracts may be written for eligible employed workers when the following requirements are met:
  - i. The employee is not earning a self-sufficient wage (as determined by local policy); and
  - ii. The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills and/or workplace literacy.

2. Conditions Under Which OJT Shall Not Be Approved

- a) An OJT contract may not be written with an employer who has exhibited a pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages 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.
- b) Part-time employment (less than 32 hours per week)
- c) Funds may not be utilized to reimburse OJT employers for any holiday pay due the OJT participant. Overtime hours worked by the participant may be reimbursed at the regular rate of reimbursement (not the overtime rate of pay).
- d) A participant may not be employed or assigned to OJT if:
  - i. Any other individual is currently on layoff from the same or any substantially equivalent job
  - ii. 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
  - iii. The OJT position is created in a promotional line that infringes in any way on the promotional opportunities of currently employed workers.
- e) Funds provided to employers for OJT must not be used to directly or indirectly assist, promote, or deter union organizing.
- f) 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.

### 3. OJT Process

- a) Career Service Provider (CSP) staff will work with the employer to complete the OJT Master Agreement (Attachment A). SWLWDB staff will be responsible for ensuring all information in the Master Agreement is validated during on-site monitoring visits.
- b) CSP staff will encourage employer to list all job openings in Jobs4TN (State's website).
- c) CSP staff will work with employer to develop the training outline regarding the job requirements for each job title available for OJT. Utilization of Dictionary of Occupational Titles, O\*Net, and Specific Vocational Preparation to determine the length of training.
- d) CSP staff will work with OJT employer to recruit and select OJT participants for each specific opening. Ultimate hiring decisions will be made by the employer.
- e) CSP will complete OJT Addendum (Attachment B) for each OJT participant. The OJT Addendum is the official contract regarding funding of OJT and will denote the hire date, rate of pay, training outline, and duration of training.
- f) Employer will submit an OJT invoice (Attachment C) monthly for reimbursement. Payroll records should support the invoice amounts. SWLWDB staff will perform regular monitoring reviews to ensure costs are within the training time frame, rate of pay, and reimbursement rate matches what is denoted on the OJT Addendum.
- g) CSP staff will maintain monthly contact with employer and OJT participant to ensure both participant and employer is satisfied and performance is being met.

#### Contact:

Questions regarding this policy should be addressed to Jimmy Bell, SOUTHWEST LWDB Director, at SWHRA, 1527 White Avenue, P. O. Box 264, Henderson, TN 38340. Phone: (731) 983-3688. Email: [jbelle@swhra.org](mailto:jbelle@swhra.org).

#### Attachments:

Attachment A – OJT Master Agreement

Attachment B – OJT Addendum

Attachment C – OJT Invoice



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Craig S. Butler, Board Chairman

ATTACHMENT A

OJT MASTER AGREEMENT

ON THE JOB TRAINING (OJT) MASTER AGREEMENT

BETWEEN

\_\_\_\_\_  
SWLWDB Career Service Provider

AND

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

MASTER AGREEMENT NUMBER: \_\_\_\_\_

PART ONE

**I.** THIS CONTRACT is a two part document. Part One of the Contract is a twelve (12)-page Master Agreement which includes Contractor identifying information and WIOA requirements. Part One establishes the conditions under which a Workforce Innovation Opportunity Act (WIOA) On-the-Job Training (OJT) Contract may be conducted.

Part Two of the contract is the Contract Addendum, which includes a Statement of Work and an Individual Training Outline, for each customer hired by the Contractor. Part two of the Contract is used only in the event one or more WIOA OJT-eligible individuals is referred to and hired by the Contractor. No funds are obligated until Part Two of the Contract has been completed and approved.

**II.** THE PARTIES hereby agree that the Contractor shall employ WIOA-eligible trainees, and perform and provide all On-the-Job Training (OJT) services in accordance with this Agreement, which is attached and made a part hereof. In consideration for the services to be provided by the Contractor, the Contractor will be paid pursuant to the terms and conditions set forth in this Agreement (including the Special Provisions). The amount of payment will vary according to the amount of training required for each individual as documented by the Individual Employment Plan completed by a WIOA Case Manager and reflected on the Statement of Work page for each individual. In no case shall the Contractor receive more than fifty percent (50%) of the customer's wage(s). The Contractor will receive a total fixed price to be determined by adding the Statements of Work for all persons hired under this Agreement.

**III.** THE TIME PERIOD for Part One of the Contract to be in effect is provided here. Funds obligated by Part Two of the Contract may not start before or continue after these dates.

MASTER AGREEMENT BEGINNING DATE: \_\_\_\_\_

MASTER AGREEMENT ENDING DATE: \_\_\_\_\_

**IV. IDENTIFICATION**

1. Address of training site and directions (if different from company address):

\_\_\_\_\_

\_\_\_\_\_

2. Total number of present permanent employees: \_\_\_\_\_

3. List the contract number of any other WIOA OJT Contracts that the Contractor has had during the past two years if any:

\_\_\_\_\_

4. Employer's products or service: \_\_\_\_\_

5. Name, title and telephone number of the person who will be responsible for the operation of this contract: \_\_\_\_\_

6. Provide the names and signatures of all Contractor personnel authorized to sign modifications and invoices:

\_\_\_\_\_

\_\_\_\_\_

7. Workers' Compensation Insurance or equivalent on-site medical and accident insurance is required for all WIOA OJT customers. (Attach the necessary documentation.)

Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Type of Policy: \_\_\_\_\_

**V. CONCURRENCE OF THE COLLECTIVE BARGAINING AGENT**

Is the occupation(s) in which employment and training is to be offered subject to a Collective Bargaining Agreement? Yes ( ) No ( X )

If yes, the concurrence of the appropriate bargaining representative to this Agreement and to the rates of pay in the Agreement must be provided in the space below.

Typed Name and Title of Union Official	Signature	Date
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Union Affiliation	Union Address and Phone #
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**VI. CONTRACTOR INFORMATION:** Is the contractor relocating from another area? Yes ( )  
No ( ). Did the relocation leave any former employees unemployed? Yes ( ) No ( ).  
Provide a brief history of the contractor.

**VII. RECORDKEEPING REQUIREMENTS:** The following customer files should be maintained  
in a file for each customer.

1. Employer Application Form. (For employers who take applications)
2. WIOA Eligibility Certification Form or other document certifying the customer is eligible  
for WIOA.
3. Individual Termination Notice. (To be supplied by the WIOA staff of designated representative)
4. Payroll records documenting trainee hours, earnings and FICA taxes.
  - a. Time cards or work sheets signed by each customer and supervisor; or
  - b. Electronic data time records and signed Trainee Progress Records that match the  
electronic data
  - c. Other (specify) \_\_\_\_\_

**VIII. REPORT REQUIREMENTS**

1. Trainee progress records must be updated with each invoice.

## IX. GENERAL PROVISIONS FOR OJT CONTRACTS

The Contractor agrees to operate the On-the-Job Training (OJT) program outlined herein, and in accordance with the following General Provisions.

This agreement will be in accordance with the requirements and program standards of the WORKFORCE INNOVATION OPPORTUNITY ACT, and the U.S.D.O.L., Employment and Training Administration's WIOA Regulations, and all applicable state and local policies and procedures.

1. The contractor assures that: (A) WIOA funds shall not be used or proposed for use to encourage or induce the relocation of an establishment or part thereof, that results in a loss of employment for any employee of such establishment at the original location; (B) No WIOA funds will be used for any establishment or part thereof that has relocated until 120 days after the date on which such establishment commences operations at the new location. If the relocation of such establishment or part thereof, results in a loss of employment for any employee of such establishment at the original location; (C) WIOA funds shall not be used to assist, promote or deter union organizing; (D) this agreement does not conflict with any collective bargaining agreement. Each labor union or representative of workers with which the Contractor has a collective bargaining agreement, has been advised of this OJT training program and their concurrence has been obtained; and (E) neither the Contractor nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. No contract will be awarded to any employer who has previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits and working conditions equal to those provided to regular employees.
3. For the purposes of this Agreement, a WIOA certified customer, is defined as an individual certified by WIOA as being eligible for WIOA and enrolled into WIOA by WIOA before being employed by the Contractor for OJT training.
4. All persons hired on this OJT Agreement must be certified WIOA customers.
5. No currently employed worker shall be displaced by any WIOA customer (including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits).
6. No WIOA customer shall be employed or job opening filled (A) when any other individual is on layoff from the same or any substantially equivalent job, or (B) when the Contractor has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a WIOA customer whose wages are subsidized under this agreement.



7. Jobs shall not be created for OJT customers in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
8. The Contractor shall not assign this contract or enter into subcontracts for any of the training described herein without obtaining the prior written approval of WIOA.
9. The Contractor agrees to be responsible for the collection and payment of all withholding responsibilities for other employees. These include, but may not be limited to: Federal Income Withholding Tax, State Withholding Tax and FICA.
10. The Contractor agrees to comply with the Immigration Reform and Control Act of 1986 by completing the Employment Eligibility Verification Form I-9 for all new employees including WIOA customers.
11. WIOA customers in OJT shall be compensated by the employer at the same rates, including periodic increases, as similarly situated employees or trainees and in accordance with applicable laws. In no event will the training wage be less than the applicable federal minimum wage. During training, the Contractor should provide pay increases pursuant with their regular personnel policies without any cost adjustment to the contract.
12. WIOA OJT customers employed in jobs under this agreement shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. WIOA customers shall be provided worker's compensation coverage or equivalent.
13. No WIOA funds available under this agreement may be used for contributions on behalf of any WIOA customer to retirement systems or plans.
14. WIOA customers employed under this agreement shall be full-time employees of the Contractor from the first day of employment. Full-time employment will be defined as the number of hours considered by the Contractor to be full-time, except that positions for less than thirty-two (32) hours per week must be requested and justified in writing as an attachment to this agreement.
15. WIOA customers shall be provided training conditions in accordance with health and safety standards established under State and Federal law. WIOA customers shall not be required or permitted to work, be trained or receive services in buildings or surroundings or under working conditions which are hazardous or dangerous to the WIOA customer's health or safety.

16. No person shall be excluded from participation in, be denied benefits of, subjected to discrimination under, or denied employment in the administration in connection with any program because of race, color, religion, sex, national origin, age, disability, veteran status, or political affiliation or belief. WIOA customers shall not be discriminated against solely because of their status as WIOA customers.
17. The U.S. DOL, the State, WIOA assume no liability with respect to bodily injury, illness or any other damages or losses, or with respect to any claims arising out of any activity under this agreement.
18. WIOA customers shall not be employed on the construction, operation, or maintenance of any facility as is used or is to be used for sectarian instruction or as a place for religious worship.
19. All information and complaints involving fraud, abuse or other criminal activity shall be reported directly and immediately to the State and Secretary of Labor.
20. Payments under this agreement shall be deemed to be for the extraordinary costs associated with training WIOA customers and is in compensation for the costs associated with the additional supervision and lower productivity of WIOA customers.
21. None of the occupational training positions included in this agreement are now, or shall be at the end of the training program, included in any contract with an employee leasing company, whereby any of the same or substantially equivalent occupational job positions are supplied by or transferred to a leasing contractor who becomes the employer of record.
22. The Contractor shall maintain adequate work records for attendance, performance and progress to document the training services provided under this contract. These records shall be retained for a period of three (3) years or until all applicable litigations, claims or audit exceptions have been resolved. Such records shall be available to the appropriate Federal agencies and the State or their representatives, upon request. The Contractor agrees to cooperate with any monitoring, inspection, audit or investigation of activities related to this agreement as may be conducted by WIOA, U.S. DOL, the Tennessee Department of Labor, the Comptroller of the Treasury of the State of Tennessee, or their duly authorized representatives. The Contractor agrees to make available for examination any and all records with respect to matters covered by this agreement. The Contractor also shall permit such entrees to interview WIOA customers and employees, as well as audit, examine and make excerpts and transcripts, in whole or in part, from such records and other data relating to matters covered by this agreement. Such access shall be provided in a timely matter.

23. The Contractor shall accept responsibility for repayment to WIOA of any disallowed costs and /or audit exceptions resulting from the failure of the Contractor to operate the OJT program in compliance with the terms and conditions of this contractual agreement to include all applicable laws and regulations.
24. The Contractor shall not engage in nepotism by employing a WIOA customer under this agreement if that WIOA customer is a member of the Contractor's immediate family or a member of the immediate family of any company employee engaged in an administrative capacity or having supervisory responsibilities for WIOA customer. The Contractor shall assure prohibition of conflict of interest, or the appearance of conflict of interest, relative to this agreement.
25. If the Contractor fails to fulfill (in a timely and proper manner) its obligations under this agreement, or violates any of the terms of the agreement, WIOA, or regulations, WIOA shall have the right to terminate this contract immediately. The Contractor further acknowledges that any violation of said requirements might result in recovery of any disallowed payments. The Contractor acknowledges that all funding for this agreement is contingent upon the availability of funds to WIOA from the Tennessee Department of Labor under present authorization of WIOA. This agreement may be terminated or modified (in writing) at any time due to lack of funds or changes in authorization.
26. If for the period an employer receives federally funded payments for OJT for an employee, none of the wages paid to that employee for the OJT period qualify for Targeted Jobs Tax Credit.
27. GRIEVANCE AND/OR COMPLAINT PROCEDURES: If the Contractor has no formal procedures for resolving WIOA customer/employee grievances and/or complaints, the Contractor will abide by WIOA grievance procedures for resolving grievances and/or complaints concerning WIOA program activities. If the Contractor has grievance and/or complaint procedures, each WIOA customer will be duly informed of the Contractor's procedures at the time of hire.
28. WIOA CUSTOMER TERMINATIONS: During training, WIOA customer should not be terminated or laid off without prior notice to both the WIOA customer and WIOA. This provides an opportunity for correction or improvement, unless the termination is a result of flagrant actions or gross misconduct by the WIOA customer.

## 29. PERFORMANCE STANDARDS

### A. RETENTION

The Contractor shall retain **80%** of the WIOA customer(s) upon satisfactory completion of the OJT program and retain **80%** in a training related job at no less than the training wage established in the Statement of Work. Failure to successfully train and retain WIOA customers may jeopardize future contracts. Retention is defined as being a minimum of twelve (12) months or more.

### B. WAGE RATE AT THE COMPLETION OF TRAINING

If WIOA customers are to receive an increased wage rate at the completion of training, then the increase must be included on the Training Plan in the Statement of Work.

## 30. TRAINING WAGE REIMBURSEMENT RATE

WIOA/OJT will reimburse the Contractor's extraordinary costs of training WIOA customer by payment of a percent of the hourly wage rate agreed to and described in the Statement of Work's WIOA/OJT Budget Summary and OJT Training Plan.

## X. PUBLIC NOTICE

All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include this statement: "This project is funded under an agreement with the Department of Labor and Workforce Development". Any such notices by the Grantee shall be approved by the State.

## XI. PUBLIC ACCOUNTABILITY

This Agreement involves the provision of services to citizens by the Contractor on behalf of the State of Tennessee and "SWLWDB", the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

**"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454."**

Said sign shall be displayed in a prominent place, located near the passageway(s) which the public enters in order to receive Contract supported services.

LABOR WORKFORCE INVESTMENT ACT

WIOA CONTRACTOR

AFFIRMATIVE ACTION STATEMENT

**XII. EQUAL EMPLOYMENT OPPORTUNITY POLICY**

It is the policy of \_\_\_\_\_, hereinafter referred to as the Contractor, not to discriminate unlawfully against any employee or applicant for employment on the basis of race, color, veteran status, religion, age, sex, national origin, disability or political affiliation. This policy relates to all matters pertaining to selection, hiring, promotion, transfer, recruitment or recruitment advertising, rates of pay and other compensation such as work-related training and priority for transition to unsubsidized employment.

Section 504 of the Rehabilitation Act of 1973, prohibits discrimination against qualified individuals with a disability. As a Contractor, we shall comply with this provision.

Further, it is our policy to cooperate to the fullest extent with the applicable rules, regulations, and orders issued as a result of the Civil Rights Act of 1964, Title VI and VII as amended by the Equal Employment Opportunity Act of 1972. It is intended that each of our officials, employees, and trainees be informed of this policy and commitment and that it be applied to every phase of our operations, which received WIOA funding. Likewise, the public at large will be notified that we are an equal opportunity employer and that employment opportunities are available through WIOA.

Specifically, we will provide equitable employment and training opportunities and will make every effort to meet employment goals as determined by the level of minorities and females in the general population within our recruitment area.

**XIII. TERMINATION CRITERIA**

When any adverse action is taken against a WIOA trainee, the trainee shall be given notice describing the adverse action to be taken and be advised of his or her right to appeal. Documentation will be maintained on the actions prompting the adverse action.

## ATTACHMENT A

### GRIEVANCE PROCEDURES

If the Contractor does not have a formal grievance and/or complaint process for resolving WIOA customer grievances or complaints, then the Contractor must abide by the WIOA Grievance Procedures stated below:

1. Every effort should be made by the Contractor, employer, and/or other individuals involved to resolve the complaint or grievance. If the complainant is dissatisfied with the decision rendered, then,
2. The complainant must complete a WIOA Complainant Form (see Attachment 1), provided by WIOA representative, a copy of which is immediately forwarded to the LWIOA-11 compliance officer. The compliance officer will log the complaint and, based on the content of the complaint, will route it to the WIOA Director if the complaint is discriminatory in nature or if operations related.

The WIOA Director or the EEO Representative will not take any action until a copy of the decision is submitted from the compliance officer.

3. The compliance officer must review the complaint within five (5) days for a possible resolution on an informal basis. The decision rendered must be entered on the WIOA 0164-A, WIOA Notice of Decision Form. A copy of the 0164-A will be sent by certified mail to the complainant and a copy sent to the local WIOA-11 Director within eight (8) days, following the filing of the complaint. The compliance officer will maintain a copy of the 0164-A and a copy forwarded to the LWIOA-11 Director.

Accompanying the decision, mailed by the Compliance Officer to the complainant, will be a copy of the WIOA 0164-B, WIOA Request for Hearing Form. The information on the WIOA 0164-B will advise the complainant that if he/she is dissatisfied with the decision rendered, a hearing may be requested by completing and submitting the form to the compliance officer.

4. The compliance officer will log in the request for a hearing and forward a copy of the request to the WIOA Director.
5. A hearing will be scheduled by the WIOA Director within thirty (30) days after the filing of the complaint. The complainant will be notified of the hearing on the WIOA 0164-C, WIOA Notice of Hearing Form.

6. A written decision will be sent certified mail to the complainant, as well as to any other interested parties within sixty (60) days of the filing of the complaint.
7. If no decision is rendered within sixty (60) days or if the complainant is dissatisfied with the decision rendered, the complainant may file the complaint with the Tennessee Department of Labor.
8. If a WIOA trainee believes that they have been discriminated against while on the job in any of the areas listed below, they have one hundred eight (180) days to file a complaint with WIOA from the date of the discrimination. Customers who believe they have been discriminated against in the hiring practices of the Contractor when referred by WIOA have one (1) year from the date of the discrimination to file a complaint.

“The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order II, 246 and the related regulations to each. Each party assures that it will not discriminate against any individual, including but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, veteran status, sex, age, handicap, national origin, political affiliation or belief. All contractors and all subcontractors shall, upon request, show proof of such nondiscrimination and shall post notices in conspicuous places available to all employees, applicants, and trainees. The parties agree to take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, handicap or national origin and that such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection available to employees and applicants for employment.”

9. Copies of the grievance procedure will be accessible to all WIOA employers.

The Contractor agrees that the preceding Narrative Sections entitled Special Provisions for WIOA contracts, Equal Employment Opportunity Policy, and Termination Criteria are applicable parts of this contract. The Contractor agrees that the section entitled Grievance Procedures is applicable unless the Contractor has provided the existing company Grievance Procedures as an attachment.

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CONTRACTOR SIGNATORY OFFICIAL

**XIV. EXECUTED ON BEHALF OF THE CONTRACTOR:** The contractor certifies that the information in this proposal is correct to the best of their knowledge and belief and the filing of the application has been fully authorized.

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A.	Typed Name and Title of Signatory	Signature	Date
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Certification: I hereby CERTIFY that the Contractor Signatory above has the authority to commit the Contractor to this agreement.

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B.	Typed Name and Title of Signatory	Signature	Date
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**XV. EXECUTED ON BEHALF OF WIOA:** This agreement is conditionally approved pending final TDOL approval of funds. WIOA reserves the right to make any amendments necessary to this agreement to comply with future changes of law or regulations. Any funding beyond June 30 next is contingent upon the approval of the Job Training Plan for WIOA.

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CSP Provider Signature	Date
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TAX INFORMATION

- A completed W-9 Form denoting tax information must be submitted along with OJT Master Agreement as Attachment B. Failure to submit this information will result in a delay of processing any invoices submitted for payment.

W-9 Form

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

ATTACHMENT B

OJT ADDENDUM

**WORKFORCE INNOVATION & OPPORTUNITY ACT  
ON-THE-JOB TRAINING  
ADDENDUM TO  
MASTER AGREEMENT**

CONTRACTOR NAME:

MASTER AGREEMENT NUMBER:

DATE:

This Addendum is hereby executed by and between WIOA and the Contractor pursuant to the Master Agreement Number above to which it is attached and is now incorporated.

The purpose of this Addendum is to identify the Contractor's participating employee who is to receive occupational skill training from the Contractor; to specify the payment provisions by which WIOA will compensate the Contractor for the training services rendered:

PART ONE: EMPLOYMENT DATA

AGE INFORMATION

CUSTOMER NAME:

Under 22 \_\_\_\_\_

STATE ID NUMBER:

Over 22 \_\_\_\_\_

HIRE DATE:

A. Slot Number:		
	Customer eligible for programs:	Enrolled in: _____
	77-Adult      91-DW	
B. Program Code:	82-Youth      61-NEG	
C. Occupation:		
D. DOT Code:		
E. SVP Code:		
F. Training Code:		
G. Starting Wage:	Reimbursement Rate	

PART 2. STATEMENT OF WORK – OJT TRAINING PLAN (ATTACH ONE PER CUSTOMER)

Employer Name:

Job Title / DOT Code (9 digits):

Starting Hourly Wage / Ending Hourly Wage:

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Provide a brief job description:

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TRAINING PLAN: List task elements in approximate order of instruction.

HOURS

ESTIMATE TIME TO DEVELOP JOB SKILLS TO PRODUCTION COMPETENCE: WEEK NUMBER 20. (FOR INFORMATION ONLY AS THIS MAY EXCEED LENGTH OF AUTHORIZED TRAINING.)

TOTAL HOURS OF OJT TRAINING

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INSTRUCTOR'S NAME

WIOA CUSTOMER'S NAME

PART THREE: PAYMENT PROVISIONS

IN CONSIDERATION FOR the occupational skills training rendered by the contractor to the Training Schedule in Part Three of this Addendum, WIOA shall pay the contractor a fixed unit price for each hour of training in the occupational skills specified in the Training Schedule and provided to the participating employee. Such payments are subject to the following terms and conditions.

1. Maximum payable: The total amount payable under this addendum shall not exceed the amount in Item J nor the number of hours in Item I. Holiday, vacation and sick leave shall not be included as "training hours".

(G) Hourly Wage: \_\_\_\_\_ (H) OJT Reimbursement Rate \_\_\_\_\_

(I) Hours of Training: \_\_\_\_\_ (J) Maximum OJT Reimbursement: \_\_\_\_\_

2. Invoicing: The Contractor shall invoice WIOA on a regular basis (at least once a month) as the specified skills are satisfactorily attained by the participating employee. The invoices shall be prepared and submitted in accordance with instructions and assistance provided to the Contractor by WIOA.

3. Documentation: Each invoice shall be documented as described in the Master Agreement.

4. Period of Performance: No payments shall be made for training services rendered prior to \_\_\_\_\_  
or after \_\_\_\_\_

5. WIOA Contact Person: Any questions/concerns regarding to this OJT person should be submitted to:

\_\_\_\_\_  
WIOA Case Manager Name (Printed) Address

\_\_\_\_\_  
WIOA Case Manager Signature City, State, Zip

6. EXECUTED BY:

CONTRACTOR

WIOA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT C

OJT INVOICE

# ON THE JOB TRAINING MONTHLY INVOICE, TIME RECORD AND PROGRESS REPORT

**Contractor Name:**  
**Address:**  
**City, State, Zip:**

**Master Agreement Number:**

Trainee Name/Slot #:	Beginning Invoice Date:
Social Security Number:	Ending Invoice Date:
Date of Hire:	Total Number Hours Allowed:
Date Completed Training:	Addendum Begin Date:
Date Terminated: (Training Incomplete)	Addendum End Date:

**I. Hourly Time Report:** Date of Month & Number of Hours Worked. Report partial hours worked as decimals (i.e., 7.75 hours) or fractions (i.e., 7 ¾ hours). DO NOT USE CLOCK TIME (i.e., 7:45). Month: \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

NOTE: Paid Holidays, vacation, & sick time will not be reimbursable hours.

Total Reimbursable Hours Worked This Period: \_\_\_\_\_  
 Total Reimbursable Hours Worked to Date: \_\_\_\_\_

**II. Reimbursement Formula**

Employee Hourly Wage	Reimbursable Hours	X	Hourly Rate From Addendum	=	Amount Due This Period	Reimbursement Requested This Invoice
_____	_____		_____		_____	_____

Total Reimbursement Amount to Date: \_\_\_\_\_

**III. Progress Report**

	Excellent	Good	Poor
1. Attendance			
2. Training Progress			
3. Trainee's Attitude			
4. Quality of Work			
5. Quantity of Work			
6. Difficulties: _____ Following Instructions _____ Handling Tools or Machines _____ Other _____			Comments:

**IV. Certification** I certify that the information reported here is correct and does not exceed contractual limitations.

Authorized Employer Signature:	Date:
Typed (or Printed) Name & Title:	
Employee Signature:	<b>EMPLOYEE MUST SIGN IN ORDER FOR INVOICE TO BE PAID!!!</b>
<b>Please complete, retain a copy, and return original form to:</b>	
<b>FOR WIOA OFFICE USE ONLY</b> Program Code Enrolled in: _____	
WIOA Staff Person Signature:	Date:
<b>WIOA Staff Person will check, sign off on and forward to WIOA Fiscal Clerk for processing for payment.</b>	