



**JANUARY 6, 2026**

**TO:** Western Piedmont Workforce Development Area Business Services  
Representatives

**SUBJECT:** On-the-Job Training Policy

**EFFECTIVE DATE:** Immediately

**EXPIRATION DATE:** Indefinite

**CONTACT:** Workforce Development Manager

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Charity Patterson Hamber  
Workforce Development Director

## ON-THE-JOB TRAINING POLICY

**PURPOSE:** To establish and communicate updates to the policy requirements and forms for conducting On-the-Job Training (OJT) activities in North Carolina and to *rescind Western Piedmont Workforce Development Area On-the-Job Training Policy dated November 3, 2025.*

**BACKGROUND:** OJT provides North Carolina a means to expand and enhance workforce service delivery to the state's citizens. 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. OJT is currently allowed for National Dislocated Worker Grant (NDWG), Pathways Home 6 participants, Re-entry and Apprenticeship/pre-Apprenticeship participants. **If funding allows, additional participants may be considered for OJT with approval from the Program Manager or Workforce Director.**

OJT, as defined in Section 3(44) of the Workforce Innovation and Opportunity Act (WIOA), is training by an employer that is provided to a paid trainee while engaged in productive work in a job that:

- a. Provides knowledge or skills essential to the full and adequate performance of the job;
- b. Is made available through a program that provides reimbursement to the employer (250 employees or less or have a registered Apprenticeship program) of up to 50 percent of the wage rate of the trainee except as provided in Section 134(c)(3)(H) of WIOA, (maximum reimbursement rate for Western Piedmont Workforce Development Area (WPWDA) is 65% under certain situations, see note below for conditions allowing rate increase over 50%) for the extraordinary costs of providing training and additional supervision related to the training and
- c. Is limited in duration as appropriate to the occupation for which the trainee is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the trainee, as appropriate.

OJT is a viable and compatible part of North Carolina's Integrated Services Delivery. WPWDA OJT policy is critical for consistency, institutionalizing services the local Workforce Development Board (WDB) seeks to deliver and managing and leveraging OJT funds. OJT requirements and leverage other hiring incentives such as the Work Opportunity Tax Credit (WOTC) or the federal High Risk Employees (HIRE) (Federal Bonding) initiative that assists convicted offenders gain employment.

Note: Per Sections 3(44) and 134(c)(3)(H) of WIOA, the amount of reimbursement in WPWDA may be increased up to 65% of the wage rate of the

trainee if the increased rate of reimbursement is warranted after taking the following factors into account:

- (I) Attributes of the trainee with special emphasis on whether the trainee is an individual with certain barriers to employment as defined in Section 3(24) of WIOA.
- (II) The size of the employer, with increased reimbursement for available to employers with less than 50 employees.

WDBs must document the factors used when deciding to increase the wage reimbursement levels above the 50% limit set in Section 3(44) of WIOA; provided the reimbursement level in WPWDA does not exceed 65% in any circumstance.

**PROCEDURE:**

WPWDA Business Services Representatives (BSRs) must adhere to this OJT policy and use the attached Western Piedmont Workforce Development forms: On-the-Job Training Pre-Award Analysis (Attachment A), On-The-Job Training Employer Agreement (Attachment B), On-the-Job Training Plan (Attachment C), and On-the-Job Training Trainee Evaluation (Attachment D) when providing local WIOA OJT services. These attachments must have original signatures by the trainee, employer & BSR. Electronically generated signatures may be accepted if necessary. Failure to use these OJT forms will result in an incomplete OJT Contract.

## ON-THE-JOB TRAINING POLICY

### **Trainee Eligibility**

On-the-Job Training (OJT) may be provided to eligible NDWG, Pathways Home, Re-entry and Apprenticeship/pre-Apprenticeship 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 prospective trainees 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 WIOA eligibility criteria before training can begin. Only those individuals who meet the eligibility requirements for career 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 career 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 trainee, prior work experience, and the trainee's IEP. The results of objective assessment, as documented on the individual's IEP, must indicate that the trainee needs, 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 skills gap deficiencies will be overcome with the training.

### **Eligible Employed Workers (Incumbent Workers)**

A currently employed individual may be eligible for OJT with their existing employer when training is required to enable the employee to advance to a new position that requires the acquisition of substantially different and higher-level skills. The OJT must result in the individual gaining the necessary competencies to move into the upgraded role and must be accompanied by a wage increase upon successful completion. For example, a current employee transitioning into a Registered Apprenticeship Program with their current employer-where a formal training plan and wage progression are in place- may be supported through an OJT contract to facilitate skill acquisition for the apprenticeship role.

This is allowable under 20 CFR 680.710, which states:

OJT contracts may be written for eligible employed workers when:

- The employee is not earning a self-sufficient wage or wages comparable to or higher than wages from previous employment. Approval of the appropriate Western Piedmont Workforce Development staff is required.
- The requirements in 680.700 are met; and
- 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 documented by the employee and approved by appropriate Western Piedmont Workforce staff.

### **Outreach and Recruitment of OJT Candidates for NDWG**

The OJT program will be marketed to potential NDWG, Pathways Home, Re-entry and

Apprenticeship/pre-Apprenticeship participants through contact and close coordination with the local Career Centers and staff who are working with customers who are unable to secure employment without the OJT assistance with training and learning a skill to obtain employment providing self-sufficiency.

### **Reverse Referrals**

When an employer identifies a potential candidate for employment who lacks the skills the employer requires upfront and is in need of OJT, they must refer the individual to the BSR for program and OJT eligibility determination. 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 career services, has received an assessment, and for whom an IEP or ISS has been developed that indicates OJT is appropriate. This must be done prior to the hiring selection or extending an offer of employment.

### **Employer Eligibility**

The hiring and training may begin after the On-the-Job Training Pre-Award Analysis (Attachment A) has been completed and the On-the-Job Training Employer Agreement (Attachment B) have been signed by all the parties. The trainee becomes an employee of the company on the day the OJT begins.

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 On-the-Job Training Pre-Award Analysis (Attachment A).

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 ongoing and not temporary, probationary, or intermittent employment.

An On-the-Job Training Employer Agreement (Attachment B) must be limited to the period of time required for a trainee 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 trainee, prior work experience, and the trainee's IEP.

### **Contract Requirements**

- OJT 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.
- Reimbursements will be based on the participant's regular base rate. Overtime hours may be reimbursed at the regular rate of pay only, and not at the overtime rate. Reimbursements will not cover holiday pay, sick leave, vacation, or other leave time.
- The employer must comply with requirements of the Civil Rights Act of 1964 and 29 CFR Part 38 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 are required to **maintain** 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 by the employer.
- 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 trainee.
- The employer must certify that the trainee 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 On-the-Job Training Plan (Attachment C).
- The OJT employer will agree to adhere to the Local Area Workforce Development Board's (WDBs) grievance process if a complaint arises in connection with the OJT trainee and/or the training.
- OJT trainees 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 worker) 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. Check with the WDB Finance Manager for the Suspension of Funding List.
- 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.
- Starting Training Rate is \$15.00 per hour. OJT contracts will not be written for less than \$15.00 per hour in the WPWDA. **If an OJT is incorporated as part of an apprenticeship, pay could begin below \$15.00 per hour, with a structured plan to reach \$15.00 per hour or higher upon completion. This would include incremental wage increases throughout the training period to align compensation with skill development.**
- No more than an hourly starting wage of \$24.00 in the WPWDA. Exceptions may be made only with approval of the WPWD Program Manager. An OJT Contract may not be written for less than 400 training hours.
- A trainee may not be trained under an OJT contract at a particular employer if:
  - a. Any other individual is on layoff from the same or substantially equivalent job;
  - b. 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 WIOA trainee; or
  - c. 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**

An individualized OJT Training Plan (section 2 of the On-the-Job Training Plan– Attachment C) 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 transferable and can be used in every occupation, regardless of the type of work. Transferable 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. OJT 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 trainee's case file. The Specific Vocational Preparations (SVP), as defined in Appendix C of the *Dictionary of Occupational Titles*, is the amount of lapsed time required by a typical worker to learn the techniques, acquire the information, and develop the facility needed for average performance in a specific job-worker situation. The following is an explanation of the various levels of specific vocational preparation (SVP):

1.0 to < 2.0	Short demonstration only
2.0 to < 3.0	Anything beyond short demonstration up to and including 1 month
3.0 to < 4.0	Over 1 month up to and including 3months
4.0 to < 5.0	Over 3 months up to and including 6 months
5.0 to < 6.0	Over 6 months up to and including 1 year
6.0 to < 7.0	Over 1 year up to and including 2 years

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 Internet-based assessment tools 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](http://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 On-the-Job Training Trainee Evaluation (Attachment D). 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 On-the-Job Training Evaluation (Attachment D) 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. Trainees 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. Trainee progress must be documented monthly in the case notes.

### **Employer Marketing Strategies**

Information about Apprenticeship, pre-Apprenticeship and OJT should be integrated into the Business Services function at the Career Centers. Coordinating OJT outreach into the Business Services function minimizes the chance of multiple staff contacting one employer. Outreach includes, but is not limited to: Face-to-face contacts, handouts, posting job orders in NCWorks.gov with job orders listed as NOJT, and networking with other agencies. Coordinated efforts will be developed with the Business and Virtual Services Coordinator to market the program to Incumbent Worker contractors.

Some strategies include:

- Researching companies thoroughly before contact and note previous labor needs.

- Working with nearby agencies to target high growth industries for regional outreach.
- Educating employers about how OJT can enhance their business, cut waste, help train employees, reduce turnover and increase profits.
- Educating job seekers about how to promote OJT to potential employers.
- Projecting company savings by utilizing OJT.
- Ensuring employer generated required paperwork is minimal.
- Encouraging the job seeker use an introductory letter from the OJT provider when interacting with employers as part of the job search.

The Career Center staff must coordinate their efforts to identify potentially eligible OJT participants as well as suitable employment opportunities. Career Coaches will be assisting individuals who are having difficulty finding employment while the BSR will be assisting employers in need of trainable employees. The Business and Virtual Services Coordinator will assist the BSR in providing OJT. The intelligence gathered by the BSR will feed into the services provided in the Career Center so the best participants may be referred to employers.

### **Reverse Referrals Policy**

An individual referred by an employer may be enrolled in an OJT program with such employer only upon completion of career and core services, to include an assessment and IEP which OJT and the occupation offered by the employer is an appropriate activity. They must also meet the requirements for eligibility for NDWG, Pathways Home or the Apprenticeship/pre-Apprenticeship programs.

### **OJT Supportive Services Policy**

Supportive Services may be used due to extenuating circumstances on a case-by-case basis.

### **OJT Contract Development**

It is the responsibility of the BSR to develop and negotiate the On-the-Job Training Employer Agreement (Attachment B). On-The-Job Training Employer development shall be directed toward employers in the non-profit and private sectors. Priority should be given to employers within the growth industries who offer jobs reflecting the use of new technological skills.

The Employer Agreement (Attachment B) negotiation must be conducted with the employer/owner or a person who has the authority to act on behalf of and make decisions for the company. The negotiation process must include a review of all NDWG/OJT agreement rules and regulations in order to lessen audit exceptions and problems of non-compliance with WIOA and the contract rules.

The cost of training will be determined as a result of negotiating the training plan and the length of training to be given by the employer, the present skill level of the trainee, the skills gap, the specific job duties of the training position and the quality of training will determine the length of the contract and the cost of training. The job description must accurately reflect the duties of the job. By obtaining a thorough job description from the employer, and the average amount of time an employee will spend on each of the job duties within the position, a correct occupational code can be assigned and the proper length of training for the contract can be negotiated within the specified allowable maximums. The training plan is documented with the use of the OJT Training Plan (Attachment C).

### **Coordination of Case Management and Business Services Functions**

Each OJT trainee will receive counseling to assess their needs, abilities, and potential. An IEP will be developed for each prospective OJT trainee and will be reviewed at the midpoint of the OJT contract. After the contract begins, the BSR will be in contact with the trainee a minimum of one face-to-face meeting a month and additional contacts may be made by telephone or email as needed during the

training period to ensure the success of the OJT contract for the trainee and the employer. The purpose of the counseling is to assure the success of the OJT contract for the trainee and the employer. Each visit will be recorded in the trainee's case notes in NCWorks.gov. A midpoint and final evaluation of the trainee is completed by the employer and reviewed with the trainee. **It is the employer's responsibility to promptly notify the WIOA OJT provider when a trainee is no longer employed, regardless of the reason for separation. If a participant resigns, is terminated, or otherwise exits employment before completing the OJT contract, the employer must provide timely notice and complete a final evaluation documenting the trainee's progress up to the point of separation.**

WPWDA BSRs are to complete the On-the-Job Training Contract Information (Attachment E) and submit to the Western Piedmont Workforce Development Program Coordinator so the OJT provider and contract can be set up in NCWorks.gov.

### **Reimbursement Policy and Invoicing Process**

The payment procedure involves the use of monthly invoices. Reimbursement will be compatible with the employer's payroll period. The service provider BSR will contact the OJT employers at the beginning of each month requesting the OJT trainee's timecards that have been signed by the employer. Timecards are to be submitted to the service provider's BSR each month by the deadline set by the service provider. Timecards will be reviewed for daily hours worked with hours and minutes calculated into hundredths. This total will be entered on the OJT Invoice (Attachment F) with the reimbursement amount calculated. The invoice will show the following information:

1. Candidate's name
2. Month invoiced
3. NCWorks State ID#
4. Job title
5. Hourly wage
6. Reimbursement rate
7. Hours invoiced
8. Total invoiced amount
9. Total funds reimbursed to date
10. Remaining contract balance

After the OJT trainee's time has been calculated, the BSR will obtain the employer's signature on the OJT Invoice (Attachment F). The OJT Invoices will then be returned to the service provider's Program Coordinator for reimbursement processing by their deadline each month. The timecards must be attached to the OJT invoice and uploaded in the participant's NCWorks.gov file.

If the OJT trainee is paid by salary versus hourly, the employer will be reimbursed for a maximum of 40 hours per week worked or the number of hours salary is based on. The employer must submit the trainee's signed timecard in addition to a copy of the paystubs for reimbursement.

If the OJT trainee is paid hourly, the employer will be reimbursed for the total hours worked per week at the OJT Contract reimbursement rate. If hours exceed 40 per week, the employer is to pay overtime according to federal and state laws. WIOA funds will not be used to pay overtime at the time-and-a-half rate. The employer must submit the trainee's employer signed timecards in addition to a copy of the paystubs for reimbursement.

Employers will not be reimbursed for hours paid trainees for sick leave, vacation and holidays. Personal leave, military leave, and other paid leave is exempt from reimbursement. These days are not considered days in training. Reimbursement is limited to time actually worked.

## **Financial and Programmatic Monitoring**

OJT worksites are monitored monthly by the BSR when invoices are collected. The BSR will meet with the employer and the trainee to discuss the progress of the training and address any issues that may arise.

OJT invoices are reviewed by the service provider Program Coordinator upon submission for accuracy and funding amounts prior to employer reimbursement.

OTJ Files will be included with the quarterly and annual monitoring by the Workforce Development Manager or the Program Coordinator monitoring will examine the OJT process. A report is then filed with the Workforce Development Director, Workforce Development Lead BSR and service provider Manager.

## **OJT Forms**

The following Western Piedmont Workforce Development forms are the official documents to be used when conducting WIOA funded OJT activities and are to be completed sequentially:

- On-the-Job Pre-Award Analysis - Attachment A
- On-the-Job Employer Agreement - Attachment B
- On-the-Job Training Plan - Attachment C
- On-the-Job Training Trainee Evaluation - Attachment D

The OJT contract package is incomplete if these forms are not completed. The OJT package should be maintained and all files are to include trainee's NCWorks.gov and Business Services files. These attachments must have original signatures by the trainee, employer & BSR. Electronically generated signatures may be accepted if necessary if meetings are conducted virtually.

The following documents must be completed & uploaded individually in NCWorks.gov in the trainee's file:

- Employer Job Description on the employer's letterhead.
- Employer's statement of recommended hours (if applicable).
- Training Plan Narrative – Attachment G. This template is to be used with all OJT files. Areas in red are to be updated according to the OJT job title. Additional rows can be added for the assessment table if needed.
- O\*Net Online printout for job title.
- On-line evaluation tools are available at <https://www.ncworks.gov>, <https://myskillsmyfuture.org> and <https://mynextmove.org>. These can be used along with the SVP to develop the skills gap analysis and training plan.

## **Justification for Reimbursement Documentation**

Signed timecards, invoices, payroll records and/or copies of paystubs must be maintained and uploaded in NCWorks.gov and made available for local and state monitoring. Electronic timecards are acceptable with required signatures and may be printed and signed.

## Western Piedmont Workforce Development On-the-Job Training (OJT) Pre-Award-Analysis

WDB Name: OJT Provider Name: 

### Section 1: Employer Information

<i>Complete the following Employer Information</i>		
COMPANY NAME:	FEIN #:	
CONTACT PERSON:	TITLE:	
COMPANY ADDRESS:		
PHONE:	FAX:	EMAIL:
TYPE OF ORGANIZATION: PRIVATE FOR PROFIT <input type="checkbox"/> PRIVATE NON-PROFIT <input type="checkbox"/> PUBLIC <input type="checkbox"/>		
COMPANY NAICS CODE:	# OF CURRENT EMPLOYEES AT 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 <b>not</b> result in the replacement of laid off workers?
<input type="checkbox"/>	<input type="checkbox"/>	2) Does the employer and the WIOA representative 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 <b>not</b> 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 that the occupation will provide full-time employment (no less than 30 hours per week), unless an exception applies as outlined in the General Assurances statement?
<input type="checkbox"/>	<input type="checkbox"/>	6) 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"/>	7) 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"/>	8) Does the employer confirm “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 trainees 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.”
<input type="checkbox"/>	<input type="checkbox"/>	9) Does the employer agree to ensure that trainees are provided with workers’ compensation coverage? a) Workers’ Compensation Company: b) Account #: c) Effective Dates:           to
<input type="checkbox"/>	<input type="checkbox"/>	10) 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"/>	11) 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"/>	12) Does the employer agree to ensure that WIOA funds will not be used to relocate operations in whole or in part?
<input type="checkbox"/>	<input type="checkbox"/>	13) Does the employer confirm that the company has operated at the 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"/>	14) 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:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

**Section 4: Outcome of Pre-Award Interview**

1. Does the employer meet all requirements (i.e. answer “yes” to all fourteen questions above) of the OJT pre-award analysis? YES  NO
2. Will an OJT Contract (Employer Agreement) be developed? YES  NO

## Western Piedmont Workforce Development On-the-Job Training (OJT) Employer-Agreement

**WDB Name:**

**Provider Name:**

### Section 1: Contact Information

Complete the following Employer Information		
WIOA OJT AGENCY:	WIOA 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:

### Section 2: Contract Agreement

This contract is entered into between \_\_\_\_\_, hereinafter called the Workforce Innovation and Opportunity Act (WIOA) OJT Agency and \_\_\_\_\_ hereinafter called the Employer.

The parties hereto agree that the Employer will employ worker(s) and provide OJT services to individuals referred by the WIOA 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 \_\_\_\_\_ percent 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 WIOA and the regulations, procedures and standards promulgated there under, as well as North Carolina state law and regulations, NCWorks Commission Policy Statements, and the Division of Workforce Solutions Operational Guidance. 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 WIOA OJT Agency. The Employer agrees to submit an invoice for reimbursement to the WIOA OJT Agency . 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 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:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:

## 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. On-the-Job-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. Contracts may not be permitted where WDB members have certain ownership or other interests in the firm. Please refer to NCGS 14-234 (a1)(4).
  - 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 trainee, but only in those instances where full-time employment is not feasible due to limitations (*i.e.*, individuals with an impairment or disability, apprenticeships, etc.).
  - 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.
- 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 Workforce Innovation and Opportunity Act (WIOA) 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, if possible, 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 WDB 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 trainee, 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 WDB.
  - c. The employer agrees to reimburse to the WDB 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. The North Carolina State Auditor's Office shall have access to persons and records in accordance with N.C.G.S. 147-64.7.
- 6. Contract Modifications**

This contract may be modified, terminated, or cancelled whenever it is determined that such action is in the best interest of the WIOA program or employer. Terminations, cancellations, and modifications shall be effective on the date of execution.
- 7. Sectarian/Religious Activities**

No trainee enrolled under the 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. Trainees 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 trainees, 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, applicant, participant, or beneficiary on the basis of race, color, religion, sex, national origin (including limited English proficiency), age, disability, political affiliation or belief, citizenship status or participation in a WIOA Title I-financially assisted program or activity. The employer/recipient agrees to post required "Equal Opportunity is the Law" notices in conspicuous places accessible to employees and applicants. This contract is subject to Section 188 of WIOA and the implementing regulations at 29 CFR Part 38, as well as other applicable federal nondiscrimination laws.
- 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).

*By signing below, I agree to adhere to the General Assurances and my responsibilities thereof.*

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

**Western Piedmont Workforce Development**  
**On-the-Job Training (OJT) Training Plan WDB**

**Participant Name:**

**OJT Provider Name:**

**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:	WIOA OJT AGENCY REPRESENTATIVE:	WIOA 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):			

## Section 2: Training Outline

List in the chart below the skills needed to become proficient in the position. *Note: the standard training hours are determined through the use of Specific Vocational Preparation (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 objectives. Attach an official job description to the completed contract.

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



### Section 4: Training Plan Modification, if applicable

OJT 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 WIOA 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 WIOA 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:
WIOA OJT AGENCY REPRESENTATIVE SIGNATURE:	TITLE:	DATE:
TRAINEE SIGNATURE:		DATE:

## Western Piedmont Workforce Development On-the-Job Training (OJT) Trainee Evaluation

**WDB Name:**  
**Provider Name:**

Trainee Name:	Supervisor Name:	Company Name:
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### 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"/>	
	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"/>	
	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 Signatures

#### Midpoint Evaluation

<i>I hereby certify that the above information is accurate.</i>	
EMPLOYER SIGNATURE:	DATE:
SUPERVISOR SIGNATURE:	DATE:
TRAINEE SIGNATURE:	DATE:

#### Final Evaluation

<i>I hereby certify that the above information is accurate.</i>	
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).

**Describe performance improvement plan to be implemented with employee:**

**Western Piedmont Workforce Development Board  
On-the-Job Training Contract Information**

Participant Name: \_\_\_\_\_

Funding Source: Apprenticeship/Pre-Apprenticeship: \_\_\_\_\_

Pathways Home 6: \_\_\_\_\_

NDWG: \_\_\_\_\_ Re-entry: \_\_\_\_\_

Employer: \_\_\_\_\_

Job Title: \_\_\_\_\_

O\*NET Code: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_

Contract End Date: \_\_\_\_\_

Contract Signature Date: \_\_\_\_\_

Maximum Training Hours: \_\_\_\_\_

Trainee Supervisor: \_\_\_\_\_

Supervisor's Phone Number: \_\_\_\_\_

Hourly Starting Wage: \_\_\_\_\_

Reimbursement Rate: \_\_\_\_\_

Maximum Reimbursement Amount: \_\_\_\_\_

BSR: \_\_\_\_\_

**Return to Elizabeth Hilliard at [elizabeth.hilliard@wpcog.org](mailto:elizabeth.hilliard@wpcog.org)**



## Western Piedmont Workforce Development Board Training Plan Development Narrative

OJT Participant:

Previous Position:

Identified OJT Position: **Filing Attendant**

Major skill gaps were identified by utilizing the employer's job description for **Filing Attendant** and O\*NET Task and Summary Report for **Packaging and Filling Machine Operators and Tenders**. To determine if there were skill gaps and to determine the length of training, the assessment tool ([list assessment tool used here](#)) was also utilized.

The assessments listed below were chosen and submitted to the participant for completion. Also listed is the score and skill gap for each of the assessments.

Kenexa Assess Assessments	Score	Skill Gap

The SVP Range for Automotive Specialty Technician is (4.0 to < 6.0) over 3 months up to and including two years or 520 – 4160 hours.

Utilizing the skill gaps identified from the assessment tool, the employer's job description and the candidate's past work history, the training plan was developed. Due to the candidate's lack of knowledge in **Filing Attendant** and the requirements of the position, the WIOA representative and the employer agree that this candidate will require **469** hours of training.






# On\_the\_Job\_Policy\_Final\_01062026

Final Audit Report

2026-03-16

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