

ALABAMA WORKFORCE DEVELOPMENT SYSTEM

Department of Commerce
Workforce Development Division
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February 1, 2022

On-The-Job Training (OJT) Guidelines

GOVERNOR'S WORKFORCE INNOVATION DIRECTIVE PY2021-08

1. **Purpose:** This directive transmits the updated On-The-Job Training (OJT) Guidelines with all the Program policy changes. These guidelines are effective February 1, 2022.
2. **Discussion:** These guidelines have been revised due to changes in the **On-The-Job Training (OJT)** program policy and processes. Changes have been made through a joint effort of the Workforce Development Division staff, Alabama Career Center staff and representatives from the Alabama Office of Apprenticeship. The policies are intended to guide Career Center staff in all seven local areas in developing and managing On-The-Job Training programs.

The changes include several items. Please read the attached guide closely.

- Effective **July 1, 2021**, all OJT reimbursements will be at a rate of **50%**. Refer to page 11.
- Apprenticeships utilizing the OJT program will follow the specified guidelines listed under the appropriate section. Refer to pages 2 and 18 – 19.
- Performance-Based agreements will no longer have negotiated costs. All wages will be reimbursed at 50% of the hourly wage for the trainees. There will be no open performance-based slots and the **slot cannot be replaced, swapped, or backfilled** with another trainee. Each trainee must be identified by name with submission of a training and evaluation plan submitted with the request letter. Refer to pages 2 – 3.
- All ITA participants that are entering into an OJT agreement will be placed in a Performance-Based agreement with the maximum reimbursement at 50% of the hourly rate and the maximum approved hours at 440 hours. Refer to page 2
- Employer requirements now state **NO OJT Agreements** can be written or reimbursed for Commission-Only positions, 1099 Independent Contractor positions, Virtual-Only Work positions, nor Work-From-Home Only positions. Refer to pages 3 – 4.
- Employers must complete one training evaluation at the completion of the OJT agreement for all trainees on that agreement. Workforce Development Division will no longer require a mid-term evaluation. The training and evaluation form has been updated to require the State ID in place of the trainee's SSN. Refer to pages 5 – 6 and 8.
- Compliant with GOVERNOR'S WORKFORCE INNOVATION DIRECTIVE NO. PY2020-02, all Record Maintenance lists are updated to reflect required information that needs to be

On-The-Job Training (OJT) Guidelines
GOVERNOR'S WORKFORCE INNOVATION DIRECTIVE PY2021-08

scanned into the AlabamaWorks! system. The OJT agreement records will need to be retained for ten (10) years by the Career Center and are to be scanned into the AlabamaWorks! system at the completion of the agreement. The Employer will retain the complete OJT agreement record for three (3) years after the completion of the OJT agreement. Refer to pages 13 – 14.

- Due to the ongoing issues with agreements being incomplete when submitted and untimely responses to requested changes and information, all OJT agreements and modifications must be submitted in completeness. All original agreements must be accompanied with the employer's W-9 form. Any necessary corrections must be submitted within 14 days of the request or before the end of the month the agreement has been submitted, otherwise the agreement and/or modification will be rendered **null and void**. Refer to page 8 and 12.
 - Additionally, Employer invoices must be kept current. Any agreements with outstanding invoices older than 45 days, will be subject to termination at day 60. The only acceptable documentation for the participant's pay rate is payroll verification or a signed statement from the employer on the company letterhead. Refer to pages 8 and 15 – 16.
3. Action: Staff responsible for the OJT program should be made aware of and comply with this policy for OJT participants enrolled in the Local Workforce Development Areas. All seven local areas are encouraged to adopt these guidelines. These guidelines replace all previous OJT guidelines.
4. Contact: Questions and/or comments regarding this Directive and the attached OJT Guidelines should be referred to **Eboné Curry**, OJT Specialist, Workforce Development Division, Governor's Local Workforce Development Areas at ebone.curry@commerce.alabama.gov.



Tammy Wilkinson, Division Director
Workforce Development Division

Attachment:
OJT Guidelines Revised January 2022

Workforce Innovation and Opportunity Act (WIOA)

ON-THE-JOB TRAINING (OJT)

GUIDELINES

REVISED JANUARY 2022

ALABAMA DEPARTMENT OF COMMERCE
WORKFORCE DEVELOPMENT DIVISION
GOVERNOR'S LOCAL WORKFORCE AREAS



alabamaworks.alabama.gov



Career Center Guide to Employer-Specific Training Reference Pages

Page 1-3	Introduction/OJT Description/Training Goals & Wages
Page 3	Maximum 26 weeks of OJT Training
Page 4-6	Trainee Identification/Assessment/Case Management/Follow-Up
Page 6	Trainee Performance Evaluations Businesses that experience a lay-off
Page 7	Public Sector and Non-Profit Employers Employer Probation Period (2 years) Employer(s) Retention (50%)
Page 11	Determining Training Times *utilizing 240 hours
Page 11-12	The Employer Wage Reimbursement Chart
Page 12-13	Agreement Modification restrictions
Page 13-14	Records Maintenance Checklist for monitoring visits
Page 14-16	Employer Invoices and Requirements
Page 17	OJT Special Requests/ Special Circumstances OJT and Work-Based Learning Customized Training
Page 18-19	OJT and Apprenticeship
Page 20-49	Attachments A-R

Table of Contents

I.	Introduction	1
II.	On-the-Job Training	1-2
A.	Description of On-the-Job Training.....	1-2
1.	Two Types: New-Hire and Performance-Based	2-3
2.	Training Goals and Wage Requirements	3
3.	Training Duration	3
4.	Services to Employers.....	3
B.	On-the-Job Training Trainees.....	4
1.	Identification	4
2.	Recruitment.....	4
3.	Assessment	4-5
4.	Case Management / Follow- Up.....	5-6
5.	Trainee Performance Evaluations.....	6
C.	On-the-Job Training Employers.....	6
1.	Identification	6-7
2.	Public Sector & Non-Profit Employers.....	7
3.	Employer Performance Evaluation.....	7
4.	Outreach	8
5.	Employer Responsibilities	8
D.	Training Agreement Management	9
1.	Developing the Training Plan	9-10
2.	Agreement Development.....	10-12
3.	Agreement Approval and Distribution.....	12
4.	Agreement Modification	12-13
5.	Records Maintenance.....	13-14
6.	Employer Invoice	14-16
7.	OJT Special Requests/Circumstances.....	17
8.	OJT & Apprenticeship.....	18-19

FORWARD

The Department of Commerce, Workforce Development Division mission statement is to be a national leader in delivering Workforce Innovation and Opportunity Act (WIOA) services and related programs for Alabama citizens. These guidelines have been developed through a joint effort between staff of the Alabama Department of Commerce, Workforce Development Division (WDD) and Career Center staff. The policies contained herein are intended to guide Career Center staff in developing and properly managing On-the-Job Training programs and other employer specific training programs.

Though numerous individuals have provided invaluable information and assistance in developing this document, a special thanks goes to the following people who have worked tirelessly to ensure that these policies are accurate and comprehensive.

Terry Comer

Kivondra Rivers

Ruby Beezley

Ebone' Curry

Tammy Wilkinson

Lorilei Sanders

These guidelines are intended for use by Career Center staff in providing the highest quality services to trainees and employers. In cases where trainee and employer services may be improved through exceptions to provisions of these guidelines and when those exceptions violate neither Federal, State, nor Local Area policy, Career Center staff are encouraged to make requests for exceptions on behalf of the trainee and employer.

CAREER CENTER GUIDE TO EMPLOYER-SPECIFIC TRAINING ACTIVITIES

I. INTRODUCTION

On July 22, 2014, Congress passed the Workforce Innovative & Opportunity Act (WIOA). WIOA Regulations along with subsequent Alabama Department of Commerce, Workforce Development Division (WDD) and the Governor's Local Workforce Area(s) policies are the regulatory provisions for conducting Employer-Specific Training activities.

The Local Workforce Development Boards meet annually to authorize funds to be used for the development and administration of the On-The-Job Training (OJT) system.

WIOA Final Rule: Sections 680.700- Subpart F

What are the requirements for On-The-Job Training?

- (a) OJT is defined at WIOA Sec. 3(44). OJT is provided under a contract with an employer or registered apprenticeship program sponsor in the public, private non-profit, or private sector. Through the OJT Contract, occupational training is provided for the WIOA participant in exchange for reimbursement, typically up to 50 percent of the wage rate of the participant for extraordinary costs of providing the training and supervision related to the training. In limited circumstances, as provided in WIOA Sec 134(c)(3)(h) and 680.730, the reimbursement may be up to 75 percent of the wage rate for a participant.
- (b) OJT Contracts under WIOA Title I, **MUST NOT** be entered with an employer who has received payments under previous contracts under WIOA or WIA if the employer has exhibited a pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages and employment benefits (including health 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.
- (c) An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's IEP.

Employer-Specific Training activities are delivered under an agreement with an employer in the private or public sector to provide the skills and knowledge essential to the full and adequate performance of the job. The purpose of these guidelines is to define the Governor's Local Workforce Area(s) policies and to provide guidance in the operation and management of the OJT programs.

II. ON-THE-JOB TRAINING

A. DESCRIPTION OF ON-THE-JOB TRAINING

Funded by the U.S. Department of Labor, the Alabama Department of Commerce, Workforce Development Division (WDD) administers the On-The-Job Training Program. The OJT Program gives individuals an opportunity to learn new job skills and allows employers to train new employees while saving money on training costs. A Business Service Representative and the employer will create a training plan that defines training objectives and goals for the trainee(s).

The OJT Program is designed to provide reimbursement to employers for the extraordinary costs associated with hiring and training of individuals eligible for these services. This reimbursement serves as an incentive to encourage employers to hire individuals who do not have all of the required skills for a particular job. **NOTE:** Employers must be able to meet payroll and not rely on OJT reimbursement to meet payroll.

The following informational guidelines are for general WIOA OJT programs. Apprenticeships operate under different guidelines and are outlined further on pages 18 – 19 in this manual.

On-the-Job Training agreements should be developed in high skill occupations appropriate to the trainee's areas of assessment:

- Occupational interests,
- Skill levels,
- Financial needs,
- Education and work experience, and
- Any special need for accommodations.

1. Two Types Of On-The-Job Training Programs: New Hire And Performance-Based

New Hire On-The-Job Training Agreements:

The New Hire OJT Agreement allows an employer to hire new workers and train them in skilled positions with a goal of permanent employment upon successful completion of training. The training period can range from 6-26 weeks (MAX). The employer may train for the duration of the training time. Monthly invoices are required. A training plan is written for each participant on the OJT Agreement. **NOTE:** Normally this type of training is designed for the training of 1- 5 new trainees that may need the duration of the training period.

Performance-Based On-The-Job Training Agreements:

Performance-Based On-The-Job Training Agreements are designed to offer training for a large number of employees for a short period of training time. This includes skilled and/or unskilled workers when time is of the essence (need trained employees fast). Training hours, training plans, number of trainees are negotiated through the Workforce Development Division (WDD) on a case-by-case basis. The costs and wages are at 50% reimbursement. All Performance Based agreements are different, based on the employer's needs at the time.

The training may relate to the introduction of new technologies, introduction of new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy or other appropriate purposes identified by the Local Workforce Development Boards.

All OJT ITA prospects that may transfer from an ITA to an OJT, a letter is still required. However, the maximum reimbursement will be 50 % of the hourly wage paid by the employer and the maximum training hours will be 440 hours on a Performance-Based OJT agreement.

The Business Service Representative assisting the employer with the agreement should submit a letter to WDD's with the following information:

- Employer's business name
- Number of employees to be trained

- Time period recommended for training
- Job descriptions
- Wages per hour

Invoices are submitted to the WDD/the Governor's Local Workforce Area(s) at the employee's completion of training plus one day. Only those employees that complete training are eligible for training cost reimbursement.

There will be NO OPEN Performance-Based agreement slots. The participants must be identified by name(s) on the training plans to start at the submission of the OJT agreement package for WDD approval. These agreements will be written and negotiated like New Hire agreements with the names of the trainees on their training plans. The Performance-Based OJT agreement letter submission is still required first and then invoices are to be submitted for reimbursement when the participant(s) completes the training hours plus 1-day.

2. Training Goals and Wage Requirements

The goal of the OJT program is to place trainees in occupations that will enhance their prospects for long-term employment and will ultimately permit them to become self-sufficient. OJT is designed to:

- Provide training to individuals who are unskilled or lack adequate job skills;
- Provide training consistent with the trainee's career choices as evidenced on the Individual Employment Plan/Individual Service Strategy (IEP/ISS); *WIOA requires that the ISS is developed for each youth and that it identifies employment goals.
- Provide structured training on an individual basis for a trainee or group of trainees;
- Provide training in high demand/high wage occupations; and
- Provide training specific to the employers' needs.

High demand occupations include those for which an employer has expressed a commitment to hire. On-the-Job Training trainees must be paid at the same wage as other entry-level employees in the same occupation. Employers must not adjust entry-level wages for WIOA trainees in order to obtain an OJT agreement.

No OJT Agreements cannot be written or reimbursed for Commission-Only positions, 1099 Independent Contractor positions, Virtual-Only Work Positions, nor Work-From-Home Only Positions. Participants who have license will not be eligible for an OJT agreement.

3. Training Duration

Negotiated training hours may differ among trainees even when placed in the same OJT training position. The length of an OJT agreement shall be limited to a period not more than that generally required for the skills needed for a particular occupation as guided by the Occupational Information Network (O*NET) and the Governor's Local Workforce Area(s) policies. *Reimbursement shall not exceed 26 weeks (1040 hours) of training.*

4. Services To Employer

On-the-Job Training is available to employers to assist in filling positions with qualified individuals. Services to employers participating in the OJT system include:

- Offsetting employers' training expenses;
- Identifying and referring appropriate trainees;

- Assisting the employer in developing a training plan tailored to the job requirements;
- Providing interviewing space and access to fax, copier, and Internet;
- Assisting the employer in completing required forms; and
- Providing Case Management services to trainees.

B. ON-THE-JOB TRAINING TRAINEES

The OJT system provides WIOA-eligible Adults, Youth, and Dislocated Workers who have limited job skills and/or lack of work history, the opportunity to acquire new skills for productive jobs.

1. Identification

- Trainees must be eligible for WIOA training.
- The trainee's need for OJT must be identified in the IEP/ISS and Training Justifications for Adults and Dislocated Workers. No Training Justification will be entered for Youth.
- Trainees may be placed on an OJT with a former employer if they were previously employed in an unskilled position or employed three months or less in a skilled position.
- Trainees may be placed on an OJT if they lack substantial skills or work experience in the position for which they are to be trained.
- Trainees may receive OJT concurrently or sequentially with other appropriate types of services (i.e.: Adult Education enrollments).
- Trainees cannot train on an OJT Agreement and receive training as an Incumbent Worker at the same time.
- The OJT program cannot be utilized for work at home positions nor virtual work situations.
- Trainees cannot be directly supervised by immediate family members.
 - WIOA Federal Register defines Nepotism as: (1) No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. (2) To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement must be followed. [20 CFR 683.200(g)]

2. Recruitment

Where OJT opportunities are available and trainees have not been identified, Career Center staff will post a job order for a specific job with appropriate referral agencies within the Career Center system. The job order should include job title, job description, qualifications, job duties and responsibilities, wages and benefits.

Other means of recruiting include posting fliers in community resource areas, media recruiting, or existing employer referrals. Media recruitment could take the form of job advertising through newspapers, radio and television, or other local media circulars. Referrals from employers could be applicants who might be considered for employment, but do not have the necessary skills to be hired.

3. Assessment

Jobseekers who come to the Career Center are potential OJT trainees. During Career Services, initial trainee skill levels and employment goals are determined. Trainee skills and goals are matched with available job opportunities. If matches are found, the trainee is referred to an employer's job openings. If no matches are made, referral to the Career Center staff for further services may be

appropriate. Trainee needs are determined based upon the results of an initial assessment and all trainees must be enrolled in Career Services.

During Career Services, assessment includes an evaluation of academic and occupational skill levels, interests and suitability, an in-depth interview, and the development of an IEP/ISS. Career Center staff must determine, based on an assessment, that trainees are in need of training and possess the skills and qualifications necessary to successfully complete the training program. All OJT trainees must be assessed. Each trainee is unique, and the assessment should be based on the trainees' needs and experience. If the assessment results indicate that OJT is appropriate, the trainee will be considered for OJT. Trainees whose assessment reflects no previous work experience or who lack work maturity skills may be provided additional career services prior to a referral to employers for OJT consideration. This will ensure that the goal of OJT, which is job skills training, is not diminished.

Types of Assessment Methods: (Comprehensive, Specialized, and Diagnostic)

Assessment Examples:

1. "My Next Move" (Job Interest Assessment)
 2. TABE Testing (Test of Adult Basic Education)
- *ALL Youth Must Receive the TABE Test*

4. Case Management / Follow-Up

Case management begins at registration into Career Services and continues while trainees are enrolled in the OJT Program and/or as long as the trainees are receiving services from the Career Center. Case Management notes are considered to be a part of the IEP/ISS. They should be entered into AlabamaWorks! electronically and maintained under the participant's case notes sections. Case Management notes thoroughly document all training. The notes support decisions, activities, and needs recorded on the IEP/ISS; and provide written evidence of a working relationship between trainees, employers, and staff.

* Case Management must be provided at a minimum of every 30 days while under an OJT agreement and will be documented in case notes.

Career Center staff should ensure the following items related to the job are discussed with trainees before they begin their training program:

- Employer requirements regarding attendance, work schedule, dress code, work behaviors, and safety;
- Knowledge/skills/abilities;
- General work activities;
- Job characteristics;
- Job duties; and
- Wages and benefits trainees should expect to earn.

In addition, Career Center staff should ensure the following items related to training are discussed:

- On-the-Job Training and Evaluation Plan (Training Plan) (Attachment B) – Trainees must be given a copy of the Training Plan developed in collaboration with the employer that identifies their job tasks and requirements for the OJT position.
- Trainee Performance Evaluations – employer must evaluate tasks performed by trainee at completion of training.

- Training Hours – number of hours allotted to successfully complete training; and
- Follow-up – Career Center staff will contact trainee periodically after completion of training.
 - Follow-Up services must be provided as appropriate for participants who are placed in unsubsidized employment, for 12 months after OJT Training Services and/or Career Center Services have ended.

Communication between Trainees and Career Center staff is essential to the trainee's success. Trainees should be encouraged to contact the Career Center staff when work related problems cannot be resolved between trainee and employer. Trainees should be provided with the name, address, phone and fax numbers, and email address of the Career Center staff working with them. Trainees are advised they will be contacted periodically during training. The need for more frequent contacts is dictated by circumstances such as lack of progress, absenteeism, need for further supportive service referrals, or other reasons identified by Career Center staff.

5. Trainee Performance Evaluations

Trainees will be evaluated on their job performance once at the completion of their training period. Performance ratings are found on the trainee's Training Plan. The employer will evaluate the trainee's ability to perform individual tasks using the following three rating levels:

- S – Trainee is performing the task satisfactorily
- U – Trainee is making unsatisfactory progress
- N/A – Trainee has not started or completed training on the task

The Trainee Performance Evaluation will be at completion of training. The Business Service Representative should ensure the employer is aware of his/her responsibility of performing the evaluations and discussing the results with the trainee. The ratings are recorded on the trainee's Training Plan with a copy retained in the trainee's file, the employer's file, and one given to the trainee.

C. ON-THE-JOB TRAINING EMPLOYERS

1. Identification

Private businesses are eligible for OJT services with the following exceptions:

- Businesses with experienced and able workers presently unemployed as a result of a layoff,
- Businesses on a debarred list or in violation of local, state, or federal labor laws,
- Businesses exhibiting poor performance in the hiring and retention of trainees under previous OJT agreements, and/or
- Businesses where a strike, lockout, or other similar condition exists.

In addition, WIOA funds will not be used to:

- Encourage the re-location of an establishment that results in the loss of employment for any employee of that establishment at the original location, or
- Provide OJT for any establishment or part thereof, whose relocation results in the loss of employment for any employee, until 120 days after the date on which such establishment commences operations at the new location.

2. Public Sector and Non-Profit Employers

Public sector employers are supported by public funds and include police and fire departments, federal, state and local governments, etc. Public and private non-profit organizations are eligible to

become OJT employers with the limitation that for every **five** private sector trainees, one trainee may participate at a public or private non-profit employer. Each Business Service Representative is responsible for ensuring enrollment of **five** private sector trainees before negotiating with a public or private non-profit employer. Public Sector and Non-Profit OJT Agreements will be reimbursed at 50% reimbursement rate.

3. Employer Performance Evaluation

The performance of employers having participated in the OJT system in the past will be evaluated before an additional OJT agreement will be negotiated or any additional trainee will be added to an existing agreement. The Business Service Representative will use the OJT Employer Performance Evaluation Form (Attachment E) to evaluate an employer's record of trainees' employment retention after entering unsubsidized employment. This form is to be updated with the most recent and accurate trainee information prior to each submission.

Items assessed include:

- Date's trainees entered and completed OJT,
- Trainee's beginning and ending wage,
- Trainee's employment status at the 26th week following training (if still employed with the OJT training employer at that time), and
- If not still employed by OJT employer at 26th week, record reason the trainee left.

An OJT agreement will be entered into only with employers who have exhibited an acceptable level of trainee employment retention (**Retention rate of 50%**). Such employers have exhibited a pattern of providing trainees continued long-term employment with wages, benefits, and working conditions equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work. Those employers who exhibit unacceptable performance are ineligible for additional OJT agreements for two years from the ending date of the last agreement where poor performance was indicated. Business Service Representatives will keep a cumulative list of employer names and agreements.

NOTE: Trainees who leave for higher paying jobs or are no longer with the employer but employed somewhere else **WILL NOT** be factored into the retention rate as a negative unless it is a noted pattern. Employer Poor Performance and Retention can be evaluated on a case-by-case basis and will require a letter for consideration.

3. Outreach

Various sources and methods can be used to reach businesses to make them aware of OJT training opportunities and other Career Center services.

Outreach sources and methods:

- Chamber of Commerce
 - Join / Attend Chamber meetings
 - Build relationships with Chamber staff
 - Network with Chamber members
- Industrial Development Agencies
 - Present information to local industrial development boards
 - Provide information regarding WIOA programs

- City Business License Department
 - Request permission from mayors to have OJT brochures, etc. included in the information packet given to new businesses
- Introductory Letters
 - Provide an OJT program introductory letter to business and industry describing the impact the program could have on their business or industry
- Brochure and Flyer Mail-Out
- Newspaper Articles/Advertising
- Presentations to Professional and Community Organizations
- Telephone Calls/Cold Calls to Businesses

4. Employer Responsibilities

In order for employers to participate in the OJT system their responsibilities include:

- Making the final trainee selection;
- Providing full-time employment (40 hours per week is required)
 - Exceptions on a case-by-case basis: (i.e.: Doctors, Lawyers, Voc. Rehab etc. where less than 40 hours per week is considered full time.) *Requires a letter
- Providing expertise in analyzing specific job requirements.
- Providing trainees with the same benefits and working conditions such as wages, health insurance, workmen's compensation, and safe work environment as other employees in the same or similar position.
- Maintaining appropriate records associated with the training such as attendance and payroll records.
- Providing facility, equipment, and trainer.
- Completing one trainee performance evaluation, per participant during the training period, at the completion of the training.
- Maintaining effective communication with Career Center staff during training; and
- Providing employment to trainees upon successful completion of training.
- **All invoices must be kept current. Any agreements with outstanding invoices for a period older than 45 days, will be subject to termination at day 60.**

D. TRAINING AGREEMENT MANAGEMENT

Once the OJT Business Service Representative determines that an employer may be qualified to participate in the OJT system, the Business Service Representative will:

- Obtain the W-9 to verify the Federal Employer Identification Number,
- Verify a healthy and safe work environment exists,
- Verify WIOA-eligible trainees will receive the same benefits and working conditions as similar employees,
- Verify the employer carries Workmen's Compensation or on-site health & accidental insurance,
- Verify compliance with the Davis-Bacon prevailing wage law,
- Verify the job is not involved in political, discriminatory or non-sectarian activities

The Business Service Representative is the employer's primary source of contact on all matters pertaining to the administration of the agreement. The Business Service Representative is

responsible for informing the employer of agreement requirements and providing whatever assistance is appropriate for the successful completion of the agreement. During the development of each OJT agreement, the Business Service Representative should advise the employer that routine follow-ups will be conducted during the agreement period.

The first on-site visit will be conducted no later than two weeks after trainees are enrolled. Early follow-ups help reduce trainee turnover and identify any misunderstandings. The Business Service Representative will inform employers that amounts claimed for reimbursement must be substantiated by payroll records. The Business Service Representative will also provide employer and/or trainees with additional assistance as needed and verify that trainees are still employed.

OJT agreement records must be maintained for ten (10) years.

1. Developing the Training Plan

The Training Plan is developed in collaboration with the employer and reflects the competencies (skills and abilities) to be attained as a result of the training. The Evaluation Rating section documents training and trainee skill acquisition.

The Training Plan contains the following elements:

- Job tasks;
- Review of trainee's existing skills;
- Training method;
- Method of measuring performance; and
- Scheduled performance evaluations.

The Training Plan is developed with the employer by one of two methods:

Method 1 When there is an existing Training Plan containing tasks similar to those required for a specific job, the employer may use the existing plan, modifying it to reflect the required tasks. The existing Training Plan initially reflects all those job tasks identified by an employer(s) in order to perform the job. The final Training Plan may be edited to reflect either fewer or more job tasks than those contained originally due to:

- Additional job tasks identified by the employer as being required; and/or
- Some tasks may be deleted by the employer as not being required.
- When an Employer lines through a task(s), it needs to be initialed.

Method 2 When there are no existing Training Plan containing tasks similar to those required for a specific job, the employer will develop a new Training Plan with the assistance of the Business Service Representative.

In either case, some tasks may be deleted due to trainee's self-reported skills. When Training Plans are modified, the percentage of time required to train in a specific task must also be modified.

2. Agreement Development

Each agreement must meet the contracting specifications of the WIOA Regulations along with local policies of WDD/the Governor's Local Workforce Area(s).

Each agreement package consists of:

- The OJT Agreement (WDD-21) (Attachment A)

- The Training and Evaluation Plan (WDD-22), one for each occupation listed on the Occupational and Cost Outline (Attachment B)
- State of Alabama Disclosure Statement for agreements over \$5,000 (Attachment C)
- Verification of Workmen’s Compensation/Health & Accidental Insurance (Attachment D)
- OJT Employer Performance Evaluation Form, as appropriate (Attachment E)
- Beason-Hammon Certificate of Compliance /Alabama’s Immigration Law (Attachment F)
- E-Verify Documentation (Attachment G)
- The OJT Agreement Modification (WDD-23), as appropriate (Attachment H)
- A letter of concurrence from a union representative where a collective bargaining agreement exists; and
- A letter of explanation as needed.

Each agreement submitted must include the House and Senate District numbers along with the county name and code in which the training will occur. This may or may not be the same county as the address listed on the agreement. For an Alabama-based business conducting training out-of-state, use the county in which the business is located. For an out-of-state business conducting training in Alabama, use the county in which the training will be conducted.

To find your House & Senate Codes go to: <http://www.legislature.state.al.us/> Click on “Find My Legislator” and Enter the Zip Code and it will list the Senator and Representative and the House and Senate Code Numbers for that Senator or Representative’s district.

The length of the training is based on the O*NET and WDD/the Governor’s Local Workforce Area(s) policies and is determined by skill requirements of the occupation as determined by the employer, the trainee's assessed academic and occupational skill levels, and the trainee's prior work experience.

The Occupational Network Database (O*NET) (www.onetonline.org) identifies Specific Vocational Preparation (SVP) levels of on-the-job training.

- Determining Training Times

SVP Level Chart:	<u>SVP LEVEL</u>	<u>No. Weeks</u>	<u>No. Hours</u>
	*2	6	240
	3	11	440
	4	16	640
	5	21	840
	6 and above	26	1040

- Training of **240 hours or less** for low-skilled occupations is restricted to training welfare recipients, persons with disabilities, older workers (55 and up), and other individuals with the Governor’s Local Workforce Area(s) recognized barriers to employment including individuals with a lack of significant previous work history.
- For education level specified as "work experience" in a related occupation, training will be classified **with a SVP Level of 4 or less.**
- For education levels specified as training or education beyond high school, the training will be classified **with a SVP Level of 6 or greater.**

- The experience level of the trainee must be documented on the Individual Employment Plan (IEP) and in the case file. The Business Service Representative will provide “reasonable justification” for individuals with prior experience in the field or related fields and/or where individuals with disabilities may require additional training to become proficient in the occupation for which they are being trained.
- Training hours beyond those allowable per O*NET Training/Education Level must be approved by the WDD authorized representative.
- **The Hourly Wage** the employer will pay to the trainee must be at least **\$9.00 per hour for non-metropolitan counties and \$10.00 per hour for metropolitan counties** and must be within **\$2.00** of the listed local median hourly wages accordingly to ONET, as listed on <http://www.ONETonline.org>.
- **The Employer Wage Reimbursements Chart:**

ADULT and YOUTH OJT AGREEMENTS

Up to 50% reimbursement

DISLOCATED WORKER OJT AGREEMENTS

Up to 50% reimbursement

PUBLIC SECTOR/NON-PROFIT OJT AGREEMENTS

All Public Sector/Non-Profit Agreements will be reimbursed at 50% reimbursement as well

Note: 50% reimbursement for all other businesses.

The Hourly Unit Cost may be up to 50% of the trainee's base hourly wage. Payments to employers for OJT are compensation for the extraordinary costs associated with training and compensation for the costs associated with the lower productivity of trainees. **Employers are not required to document the extraordinary costs.**

The Hourly Unit Cost is the employer's Reimbursement Rate and is the result of multiplying the Hourly Training Wage by 50%.

Example: Hourly Training Wage x 50% = Hourly Reimbursement Rate
 \$8.00 per hour x 50% = \$4.00 per hour

The **Maximum Reimbursement Amount per Occupation** for the training period is the product of the number of trainees multiplied by the length of training (Training Hours per Trainee) multiplied by the Hourly Unit Cost.

Example: Number of Trainees x Total Training Hours x Hourly Unit Cost =
 Maximum Reimbursement Amount per Occupation
 2 trainee’s x 600 hours x **\$4.00 = \$4,800.00**

3. Agreement Approval and Distribution

Once the Business Service Representative and the employer have developed and signed the agreement and the Training Plan, the agreement package is routed to WDD for required signatures and approval. All agreements must be ***dated***, and all original signatures must be signed in ink.

ALL AGREEMENTS MUST BE SUBMITTED IN COMPLETENESS. If corrections are required, timely submission of corrections is required within 14 days or before the end of the month the agreement was submitted, whichever is sooner. Failure to do so will render the agreement null and void.

WDD will assign an agreement number and return a signed copy of the agreement to the Business Service Representative. The Business Service Representative retains an approved copy and provides one to the employer. In addition, the trainee will be given a copy of the Training Plan. **The trainee can begin training only after the agreement has been approved.** The agreement is considered approved when it has been signed by the WDD Authorized Representative.

4. Agreement Modification

A modification (Attachment H) is required to be submitted any time there is a change to the original agreement. A modification may be initiated by either party to the agreement but must be fully executed by both parties concerned before the anticipated actions are initiated. One or more actions may be accomplished in the same modification to a single agreement. The Business Service Representative should ask pertinent questions to ascertain what changes need to be incorporated into the agreement modification.

A modification of an agreement alters the original agreement between the employer and WDD/ the Governor's Local Workforce Area(s). An approved modification is as legally binding as the original agreement and must be accompanied by an updated Employer Performance Evaluation, especially modifications requested after the month the original agreement was submitted. Examples of the situations requiring a modification include the following:

- In order for the employer to hire another trainee or add an occupation in which training is to be provided, the agreement must be modified to add a new slot. No backfilling of partially used training slots will be allowed. This type of modification will involve an increase in funding.
- Whenever an agreement is extended to enable the trainee to complete the allotted training time, a modification is required to extend the completion date. This type of modification must be approved prior to the completion date and may not be retroactive.
- A modification is required if there are changes in the employer's name and/or address, which must be accompanied by the updated E-verify and W-9 forms.
- A modification may be granted to extend the enrollment period of an agreement. **Effective June 2018, OJT Agreements can be active for a year and have an initial 90-day enrollment period. A maximum of two additional 90-day enrollment period extensions may be granted to an active agreement. (Additional extension on a case-by-case basis, if necessary)**
- A modification may be submitted to increase wages (if there is at least a 10% wage increase and there are at least 50% training hours remaining on the agreement.)

One original modification along with attachments must be submitted by the Business Service Representative to WDD/ the Governor's Local Workforce Area(s) Modifications must be ***dated*** and all original signatures must be signed in ink by the employer's authorized representative. Modifications will be effective only after approval by a WDD Authorized Representative. WDD/ the Governor's Local Workforce Area(s) will notify the Business Service Representative of modification approval.

The modification should include a clear statement of why the agreement is being modified. Details of the changes to be accomplished by the modification should be addressed in the "purpose of this modification" section. The monetary changes generated by this modification should be reflected in the "occupational and cost outline" section.

5. Records Maintenance

Effective April 2021 (GWID No. PY2020-02), all paperwork is to be uploaded for participants and OJT employer agreements. Please refer to the directive as needed to complete your digital files as outlined below.

The Business Service Representative will establish a digital file in AlabamaWorks! for each **completed agreement** under the Employer under Staff Profile, using Documents (Staff) containing copies of the following:

WDD-21	On-the-Job Training Agreement
WDD-22	Completed Training and Evaluation Plan
WDD-23	On-the-Job Training Agreement Modification*
	Notarized State of Alabama Disclosure Statement (for Agreements over \$5,000)*
	Employer Performance Evaluation Form*
	Verification of Workmen's Compensation or Health & Accident Insurance
	A letter of concurrence from a union representative where a collective bargaining agreement exists*
	A letter of explanation*
	Beason-Hammon Certificate of Compliance/Alabama's Immigration Law E-Verify Documentation
	Payroll Documentation (included with first invoice):
	WDD-6a Authorized Signature Card Form
	WDD-9 OJT Employer Invoice(s)
	WDD-11 Training Time Sheet(s)
	WDD-12 Time and Attendance Report(s)

* As appropriate

Trainee's File

Digital scans of the following forms must be included in the **Participant's AlabamaWorks! file**:

- WIOA Eligibility
- Testing

Required Forms:

- Customer Agreement – WDD 115
- WIOA Participant Information Release – WDD 17
- WIOA Grievance and Complaint Procedures – WDD 24
- Employment Information Form
- Customer Information Form – WDD 121
- Resume
- OJT Training and Evaluation Plan
- Any other documentation collected for WIOA training purposes

Employer's File

The **employer** is required to keep and make available upon request the following information regarding the company's OJT agreement(s):

* A signed copy of the OJT Agreement Package, which includes:

WDD-21	On-The-Job Training Agreement (Signed OJT Agreement Package)
WDD-22	Training and Evaluation Plan (for each trainee)
WDD-23	On-The-Job Training Agreement Modification
WDD-6a	Authorized Signature Card Form
WDD-9	OJT Employer Invoice
WDD-11	Training Time Sheet
WDD-12	Time and Attendance Report
WDD-24	Grievance and Complaint Procedures (for each trainee)
	Verification of Workmen's Compensation or Health & Accident Insurance
	List of Trainees Enrolled on the Agreement
	Agreement Correspondence

Note: Employer must maintain records for three (3) years after the completion of the OJT agreement.

6. Employer Invoices

The Business Service Representative will be the primary contact for individual OJT employers with WDD. **WDD cannot have direct contact with the employers.** All OJT Employers are required to register in the State of Alabama Accounting and Resource System (STAARS) Vendor Self-Service System (VSS.) (<https://procurement.staars.alabama.gov>)

All Business Service Representatives must ensure that the employer's registration information matches.

INVOICING

The OJT Business Service Representative will be responsible for completing and/or reviewing all employer invoices and supporting documents for accuracy and will forward them to the Commerce Workforce Development Division by the 10th working day of the month, and no later than the 15th working day in order to be processed and released for payment for that month. The following forms are required for invoice processing:

A. Authorized Signature Card Form for Invoices

Two (2) Signature Card Forms (each with original signatures) are required to be submitted with the first invoice and will need to be updated only if there is a change in the authorized signatures. In addition, two (2) signature card forms should be retained, one by the OJT Business Service Representative and one by the Employer. Signature card forms must contain original signature(s) of individual(s) authorized to request cash and sign reports, and the validity of the signature(s) must be certified by an official of the Employer.

B. Employer Invoice, WDD-9

Invoices will be completed monthly and are due in the Workforce Development Division by the tenth (10th) working day of each month, and no later than the 15th working day. (There is a 4-day cut-off period at the end of each month for submitted invoices for payment).

Two (2) copies of the Invoice must be submitted to the Workforce Development Division, both having original signatures. Signatures must match those on the signature card form. *Example:* If signed John Doe on signature card form, must sign John Doe on invoice; not J. Doe.

The reporting period on the first invoice should reflect the beginning date of the agreement through the end of the particular period covered. Invoices containing errors will have to be resubmitted, resulting in delayed payment.

*** Note:** No two months can be submitted on one invoice.

C. WDD OJT Training Time Sheet, WDD-11.

No OJT invoices will be processed without this back-up sheet.

* Submit only one copy of the OJT Training Time Sheet.

D. OJT Time and Attendance Report, WDD-12.

The WDD-12 is required for the employer to use in maintaining and reporting daily trainee time and attendance. The form must be signed and dated by the supervisor and signed by the trainee(s). The OJT Business Service Representative will obtain WDD 12's from each employer monthly for use in completing the employer's invoice. A copy must be submitted along with each monthly employer's invoice to document the trainee hours reported.

- Submit only one copy of the OJT Time and Attendance Report.
- Time & attendance report is to be signed and dated by the supervisor (make sure the date is the last day of the month or after).
- **All trainees must sign their Time and Attendance Report. If the trainee is not available to sign at that time, the Budget Management Section will allow two weeks to retrieve a signature and/or request a copy of the trainee payroll stub for that time period.**
- Non-training hours such as holidays, jury duty, sick leave, business closures, or any other absences will not be compensated to the employer.
- Compensation will be granted if a trainee actually works on a holiday.

NOTE: WHEN CALCULATING THE TOTAL AMOUNT OF TRAINING HOURS WORKED FOR THE MONTH, PLEASE DO NOT ROUND UP HOURS WORKED; ROUND DOWN HOURS WORKED TO THE WHOLE NUMBER. *Example:* If trainee(s) worked 175.75 hours, we only pay for 175 hours.

NOTE: When submitting the first invoice, the Business Service Representative must include a copy of either a payroll register or a signed statement from the Employer on the company letterhead, documenting the rate of pay for trainees enrolled on an OJT Agreement.

Each invoice package should be reviewed to ensure the following items are correct:

- Identifying information specific to the employer
- Invoice number, sequenced for that specific agreement
- Name, Social Security number, and job title for each OJT trainee for whom WDD/the Governor's Local Workforce Area(s) is being invoiced

- The total number of hours authorized for that specific OJT position
- The total number of hours the trainee actually participated
- Total number of hours accumulated
- The hourly reimbursement rates
- The amount of reimbursement requested for the specific trainee
- The total amount of funds requested on the invoice and
- Appropriate signatures and dates.

The invoice package contains:

- Employer Invoice (WDD/OJT Employer Invoice, WDD-9) (Attachment I)
- Time Sheet (WDD/OJT Training Time Sheet, WDD-11) (Attachment J)
- Attendance Report (OJT Time and Attendance Report, WDD-12) (Attachment K)
- Signature Card Form (Authorized Signature Card Form for OJT Employer Invoice, WDD-6a) (Attachment L)

ALL INVOICES must be kept current. Any agreements with outstanding invoices for a period older than 45 days, will be subject to termination at day 60.

When necessary, timely confirmation of any changes needed for invoicing purposes is required from the Business Service Representative to the appropriate Workforce Development Division Accounting Budget Manager. This includes, but is not limited to, Employer updates to STAARS/VSS or linking the proper participant to the appropriate agreement with the required training service.

OJT SPECIAL REQUESTS /SPECIAL CIRCUMSTANCES

NOTE: If your situation, circumstance, question, example, is NOT mentioned in these guidelines, **PLEASE DO NOT** enter into an OJT agreement with an Employer. **PLEASE** call and/or email Eboné Curry or Phee Friend.

Any OJT situations with special requests (special circumstances) for exceptions to be made requiring WDD OJT approval, **requires that the Business Service Representative submit a letter of request prior to entering into an agreement with an employer.** This reasons for a request letter include but are not limited to:

- Work-Based Learning to Youth OJT
- Veterans
- Vocational Rehabilitation Clients
- Temp to Permanent positions
- Upgrade
- Clients with Degrees
- COVID/DWG to DLW OJT
- Apprenticeship Statewide Expansion (ASE)
- Insurance Agency Positions
- Employer Layoffs due to COVID

OJT AND WORK-BASED LEARNING

Youth Work-Based Learning Participants are eligible to go on an OJT Agreement if the employer chooses to hire them as a full-time employee after they have completed their Work-Based Learning requirements. All participants in the Work-Based Learning program will work up to 30 hours per week (or the number of hours the employer prefers, up to 40 hours per week) for the equivalent of (13) weeks or a maximum of 390 hours. Work-Based Learning participants placed at worksites that are either public (governmental) agencies or not-for-profit agencies (non-profit) will earn a minimum of \$7.25 per hour. Participants placed in internships at private (for-profit) worksites will earn a minimum of \$7.25 per hour. The participant's rate of pay should be comparable to the rate of pay for a new employee at the worksite who is performing the same tasks and in alignment with the Board approved hourly wages allowed by each local area. Once a Work-Based Learning participant goes on an OJT Agreement, the employer is expected to pay the trainee the required minimum wage rate for their specific county (\$9.00-Non-Metropolitan/\$10.00-Metropolitan). Trainees must receive the same wages and benefits as other employees holding the same or similar positions, and trainees must abide by the same company policies as other employees. Unless identified as a highly-skilled position, 610 hours will be the hours for maximum hours allowed on a Youth OJT agreement, per participant.

CUSTOMIZED TRAINING

§ 680.760 – What is Customized Training?

Customized training is training that is (a) designed to meet the special requirements of an employer (including a group of employers); (b) conducted with a commitment by the employer to employ an individual upon successful completion of the training; and (c) for which the employer pays for a significant cost of the training, as determined by the Local WDB in accordance with the factors identified in WIOA sec. 3(14).

OJT & APPRENTICESHIP

§ 680.740 How can on-the-job training funds be used to support placing participants into a registered apprenticeship program?

(a) OJT contracts may be entered into with registered apprenticeship program sponsors or participating employers in registered apprenticeship programs for the OJT portion of the registered apprenticeship program consistent with § 680.700. Depending on the length of the registered apprenticeship and State and local OJT policies, these funds may cover some or all of the registered apprenticeship training.

(b) If the apprentice is unemployed at the time of participation, the OJT must be conducted as described in § 680.700. If the apprentice is employed at the time of participation, the OJT must be conducted as described in § 680.710.

§ 680.700 What are the requirements for on-the-job training?

(a) OJT is defined at WIOA sec. 3(44). OJT is provided under a contract with an employer or registered apprenticeship program sponsor in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the WIOA participant in exchange for the reimbursement, typically up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and supervision related to the training. In limited circumstances, as provided in WIOA sec. 134(c)(3)(h) and § 680.730, the reimbursement may be up to 75 percent of the wage rate of the participant.

(b) OJT contracts under WIOA title I, must not be entered into with an employer who has received payments under previous contracts under WIOA or WIA if the employer has exhibited a pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages and employment benefits (including health 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.

(c) An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's IEP.

§ 680.710 What are the requirements for on-the-job training contracts for employed workers?

OJT contracts may be written for eligible employed workers when:

(a) The employee is not earning a self-sufficient wage or wages comparable to or higher than wages from previous employment, as determined by Local WDB policy.

(b) The requirements in § 680.700 are met; and

(c) The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the Local WDB.

OJT & APPRENTICESHIP

Reference: Training and Employment Guidance Letter WIOA No. 3-15 and 20 CFR Subpart F Sections 680.700 - 680.840

WDD is committed to fully integrating RA programs as an employment and training solution for one-stop centers. WDD wants to ensure local areas have maximum flexibility in serving participants and supporting their placement into RA programs. Given the unique nature of RA, there are several ways in which training services may be used in conjunction with these programs:

- OJT supports for registered apprenticeship programs do not require a letter of special circumstances from BSRs.
- A person can only be classified as registered apprentice upon employment by an employer acting as a sponsor or engaged in a group program. Therefore, apprentices will not be required to participate in interest inventory profiles, searches for open jobs, or other career exploration activities for OJT contracts.
- Apprenticeship programs may be supported through OJT contracts for less than full time employment when the on-the-job learning (OJL) and related technical instruction (RTI) portion of the RA work process are being pursued by the apprentice.
- Participation in a registered apprenticeship program requires employers to serve as the “last-dollar scholarship” for the costs of related technical training. Thus, an ITA may be developed to support an apprenticeship participant receiving RTI associated with an RA immediately upon their registration in the RA if the apprentice meets WIOA financial and employment eligibility requirements.
- An OJT contract may be developed with a RA program for training participants. OJT contracts are made with the employer, and RA requires both related technical instruction and on-the-job instruction.
- Simultaneous use of an ITA to cover the classroom instruction along with an OJT contract to cover on-the-job portions of the RA is allowed; Ref 680.750 and
- Incumbent worker training may be used for upskilling apprentices who already have an established working/training relationship with the RA program.
- OJT contracts may be written at 75% reimbursement rates for all registered apprentices. Ref 680.730(a)(3)
- OJT contracts for RA may be written for the full allowable period of training without consideration of the SVP range, since an apprenticeship program cannot be created for a program taking less than 2000 hours of on-the-job learning.
- Measurable Skills Gains (MSG) tasks for registered apprenticeships should be based off the competencies and job functions defined in the work process in coordination with the employer.

Local areas may also include supportive services, in coordination with career and/or training services, to participants in a RA program. These supportive services must be consistent with WIOA section 134(d)(2), Section 12 of this TEG, and state and local policies.

Please Direct Questions and Inquiries to:
Josh Laney, Ed.S.
Director, Alabama Office of Apprenticeship
C: 706-326-1324
Josh.Laney@commerce.alabama.gov

ATTACHMENTS

OJT AGREEMENT PACKAGE CHECKLIST.....	21
A. WDD-21/OJT TRAINING AGREEMENT/ASSURANCES.....	22-23
B. WDD-22/OJT TRAINING & EVAL PLAN & INSTRUCTIONS.....	24-25
C. STATE OF ALABAMA DISCLOSURE STATEMENT.....	26-27
D. VERIFICATION OF WORKMEN'S COMPENSATION OR HEALTH & ACCIDENTAL INSURANCE.....	28
E. EMPLOYER PERFORMANCE EVALUATION FORM.....	29
F. BEASON-HAMMON CERTIFICATE OF COMPLIANCE/ALABAMA'S IMMIGRATION LAW.....	30
G. E-VERIFY DOCUMENTS AND INSTRUCTIONS.....	31-36
H. WDD-23 ON-THE-JOB TRAINING AGREEMENT MODIFICATION.....	37
I. WDD-9/OJT EMPLOYER INVOICES AND PB EMPLOYEE LIST.....	38-40
J. WDD-11/OJT TRAINING TIME SHEET.....	41
K. WDD-12/OJT TIME AND ATTENDANCE REPORT.....	42
L. WDD-6A/AUTHORIZED SIGNATURE CARD FORM FOR OJT EMPLOYER INVOICE.....	43
M. ON-THE-JOB TRAINING FORMS QUICK REFERENCE LIST.....	44
N. COUNTY CODE CHART.....	45
O. METRO/NON-METRO COUNTY WAGE CHART.....	46
P. OJT FACT SHEET (JANUARY 2022).....	47
Q. OJT BROCHURE (JANUARY 2022).....	48-49

OJT AGREEMENT PACKAGE CHECKLIST

Dated: JANUARY 2022 WIOA

OJT - AGREEMENT PACKAGE ✓LIST (ALL)

ALL DOCUMENTS MUST BE ORIGINALS, SIGNED IN INK, AND THE FORMS/DOCUMENTS NEED TO BE SUBMITTED IN THIS ORDER, THANKS.

___ OJT AGREEMENT (Page 1)

___ ASSURANCES AND CERTIFICATIONS (Page 2) (Employer signature & Date is required)

___ TRAINING AND EVALUATION PLAN(S) (Employer signature is required)

___ STATE OF ALABAMA DISCLOSURE STATEMENT (Agreements exceeding \$5,000.00 - Amount is cumulative and should include OJT, IWT, AIDT, etc., for the past two years; Page 2 must be signed, stamped, and dated by a Notary)

___ VERIFICATION OF WORKMEN'S COMPENSATION OR HEALTH & ACCIDENT INSURANCE (Current policies, please provide policy numbers)

___ EMPLOYER PERFORMANCE EVALUATION FORM

___ LETTER OF CONCURRENCE (Letter from Union representative where a collective bargaining agreement exists)

___ LETTER OF EXPLANATION

___ OJT EMPLOYERS MUST COMPLETE THE BEASON-HAMMON CERTIFICATE of COMPLIANCE/ALABAMA'S IMMIGRATION LAW

___ FORM W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

___ OJT EMPLOYERS MUST ENROLL IN THE E-VERIFY PROGRAM **SUBMISSION OF THE FOLLOWING PAGES OF THE E-VERIFY MEMORANDUM OF UNDERSTANDING IS REQUIRED FOR DOCUMENTATION:**

**The First Page of the E-Verify MOU*

**The Electronic Signature Page*

**The page that includes the TIN / FEIN Number*

**Any Company Profile Pages that may be applicable such as the page listing multiple sites.*

2- REQUIREMENTS LISTED BELOW PERTAIN TO PERFORMANCE-BASED AGREEMENTS ONLY

___ EMPLOYER JOB DESCRIPTIONS

___ EMPLOYEE LISTING (Names, SSN, ONET, start date, training hours, wages, etc.) *Please submit the list with the first invoice.

AREA MANAGER SIGNATURE FOR FUNDING APPROVAL: _____

BUSINESS SERVICE REPRESENTATIVE SIGNATURE: _____

SUPERVISOR SIGNATURE: _____

DATE: _____

ALABAMA DEPARTMENT OF COMMERCE
 WORKFORCE DEVELOPMENT DIVISION / GOVERNOR'S LOCAL WORKFORCE AREAS
 ON-THE-JOB TRAINING AGREEMENT

_____ House
 _____ Senate
 _____ County Code and Name

Agreement No. _____
 Fund _____

Name of Employer _____ Type _____

Address _____

Telephone Number _____ (Name and Title of Contact Person) _____

Federal ID # (FEIN) _____ Specific Type of Business _____

Number of Employees: _____ Number of OJT Trainees to be Hired: _____

OJT Agreement Dates: Start _____ Completion _____

Enrollment Period From: _____ To: 3/29/1900 (not to exceed 90 days from start date)

Business Service Representative (BSR): _____

BSR Office Location _____ Telephone # _____

OCCUPATIONAL AND COST OUTLINE									
Occupational Title(s) and O*NET Code(s) Column A	SVP Range B	# of Trainees C	Training Hrs Per Trainee D	Total Training Hours Cx D=E	Hourly Unit Cost F	Total Cost Per Occupy. Ex F=G	Trainee Wages Start End H I		
TOTALS									

Hourly unit cost: ALL OJT Agreement reimbursements will be at 50% of the starting hourly wage rate.

TOTAL PAYMENT PERMITTED UNDER THIS AGREEMENT SHALL NOT EXCEED
 The attachments to this agreement, specifically including one training plan per occupational title listed above, are hereby expressly incorporated into and made a part of this agreement.

COLLECTIVE BARGAINING AGREEMENT OCCURRENCE: Is the occupation in which employment and training is to be offered, covered under a collective bargaining agreement?
 YES _____ NO _____
 If "yes", a signed letter from the labor organization representative stating the union name, the representative's title and concurring with the terms of the agreement must be attached.

EMPLOYER

The undersigned, as the duly authorized representative of the employer with authority to commit the employer to this agreement, hereby agrees in good faith to this agreement and to the assurances and certifications found on the second page of this document.

SIGNATURE _____
 TYPED NAME _____
 TITLE _____
 DATE 2/7/2022

WDD Authorized Representative

SIGNATURE _____
 DATE _____

All Signatures Must Be Submitted In Ink

ASSURANCES AND CERTIFICATIONS
Page 2 of 2 (Revised 1/2022) WIOA

APPLICABLE LAWS AND REGULATIONS

- a. The Employer will comply with all requirements issued by the U.S. Department of Labor and the Workforce Development Division (WDD) of the Alabama Department of Commerce concerning special requirements of law, program requirements, and other administrative requirements.
- b. The program will not result in the displacement of employed workers nor impair existing contracts for services nor result in the substitution of Federal Funds for other funds in connection with work that would otherwise be performed.
- c. If the Employer has not established a grievance procedure regarding the terms and conditions of employment, the grievance procedures established by WDD will be utilized. The employer shall inform trainees of the grievance procedure to be followed.
- d. **By signing this contract, grant, or other agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.**

TRAINEES

- a. The Employer will comply with all requirements issued by the U.S. Department of Labor and the Workforce Development Division (WDD) in accordance with WDD Policies and Procedures, for OJT purpose no trainee or employer can be on a 1099 MISC or 1099 NEC.
- b. Only those persons certified as eligible by the Alabama Career Center (or any other agency designated by WDD) will be hired and trained under this agreement.
- c. Training under this agreement will not be sub-contracted.
- d. No participant may engage in partisan or nonpartisan political activities during hours for which the participant is paid with WDD funds.
- e. Participants in the program will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship.
- f. No trainee will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous, or dangerous to the trainee's health or safety.
- g. Trainee should not be terminated from the program without prior notice to the trainee and reasonable opportunity for improvement of performance.
- h. **Trainee(s) cannot start to work until this agreement has been signed and approved by WDD.**

TRAINEE WAGES AND BENEFITS

- a. Hourly wages paid to trainees shall not be less than the HIGHEST of the following:
 - the minimum wage rate specified in the Fair Labor Standards Act,
 - the prevailing wage rate for persons similarly employed,
 - the wage rate required by an applicable collective bargaining agreement.
- b. Appropriate workers' compensation or sick and accident insurance protection will be provided to all participants.
- c. Each trainee shall be provided health insurance, collective bargaining agreement coverage, and other benefits and working conditions at the same level and to the same extent as other employees similarly employed.

AUDIT AND RECORDS

- a. The Employer shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs and services claimed.
- b. The Employer shall preserve and make available his records in support of this agreement until the expiration of three (3) years from the date of final payment under this agreement. If any litigation, audit or claim has been initiated, the records will be maintained until a final determination has been made.
- c. The Employer agrees that authorized representatives of the Workforce Development Division of the Alabama Department of Commerce, U.S. Department of Labor and the Comptroller General shall be given access to the facilities and records pursuant to this agreement only.

TERMINATION OF AGREEMENT

The performance of work under this agreement may be terminated by the WDD for good cause or convenience.

Any agreements with outstanding invoices for a period of 90 days will be subject to termination.

AVAILABILITY OF FUNDS

Funding of this agreement is contingent on the availability of Federal funds and continued Federal authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, and VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of May 26, 1988, Federal Register (pages 19160-19211).

(1.) The prospective recipient of Federal assistance funds certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2.) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

WIOA SECTION 188 NONDISCRIMINATION and EQUAL OPPORTUNITY REGULATIONS (29 CFR Part 38)

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance: Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of sex in educational programs. The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR, Part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

SIGNATURE _____

DATE _____

**Alabama Department of Commerce/ Workforce Development Division/ Governor's Local Workforce Areas
On-the-Job Training and Evaluation Plan**

Trainee Name: _____ State ID: _____

Agreement Number:
Job Title/ONET Code:
Total Training Hrs:
Employer:
OJT Service Rep.:

Trainee Evaluation Rating
S – Trainee is performing the task satisfactorily
U – Trainee has not completed training on the task or is making unsatisfactory progress

Job Tasks (A)	Skilled (B)		Training Method (C)	Measurement Method (D)	Evaluation Rating Date (E)
	Y	N			
Will Perform Other Duties as Assigned		X	Oral/Written Instructions Demonstration/Practice	Process/Review	

Employer Signature

Date

Total "S": _____
Total Number of Tasks: _____
(F) Competency Attained: _____ %

Distribution: *Original – OJT Service Rep *Employer
*Workforce Development Division *Trainee

TRAINING PLANS/EVALUATIONS INSTRUCTIONS

Training and Evaluation Plans reflect and are based upon job tasks which must be performed at an acceptable level in order to function on the job.

Job Tasks (A)

The job tasks are stated objectives which describe what the trainee will be able to do, know, or understand. The sequence is determined by the employer who generally trains from the less difficult to the more difficult skills and tasks.

Skilled (B)

During the counseling session with the trainees, their ability to perform each task is evaluated and checked “yes” or “no” to indicate in what areas training is necessary. The check off process indicates skill abilities obtained from previous experience. Those tasks indicating “yes” are removed from agreement obligation and reduce the length of training.

Training Method (C)

The training plan should reflect the training methods used by the employer such as demonstration/practice, oral instructions, and/or video presentations.

Measurement Method (D)

If the task reflects a process and/or a product, both or either, is reviewed for rating performance. When the task is orally instructed without demonstration, the performance is observed for rating purposes.

Evaluations (E)

Record the date on which the evaluation is made. Enter a rating of the skill level, S or U, which has been attained.

Skill Attainment (F)

Total “S”: Total number of tasks performed at satisfactory (S) level.

Total Number of Tasks: Total number of tasks listed on the training plan excluding those for which the trainee self-reported proficiency.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM		
ADDRESS		
CITY, STATE, ZIP		TELEPHONE NUMBER
STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD		
Alabama Department of Commerce/Workforce Development Division		
ADDRESS		
P.O. Box 304103		
CITY, STATE, ZIP		TELEPHONE NUMBER
Montgomery, AL 36130-4103		(334) 242-5168

This form is provided with:

- Contract
 Proposal
 Request for Proposal
 Invitation to Bid
 Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

- Yes
 No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature Date

Notary's Signature Date Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

VERIFICATION OF WORKMEN'S COMPENSATION OR HEALTH & ACCIDENTAL INSURANCE

ALABAMA DEPARTMENT OF COMMERCE
WORKFORCE DEVELOPMENT DIVISION / GOVERNOR'S LOCAL WORKFORCE AREAS
NEW HIRE ON-THE-JOB TRAINING AGREEMENT

**Accident Insurance or
Workmen's Compensation Policy**

Employer Name: _____

Insurance Provider: _____

Policy Number: _____

Coverage Period: from: _____ to: _____

**Information Provided
By (Point of Contact):** _____

Date: _____

BEASON-HAMMON CERTIFICATE OF COMPLIANCE/ALABAMA'S IMMIGRATION LAW

State of ALABAMA)
 County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE: Contract/Grant/Incentive (describe by number or subject): _____

_____ Commerce and _____ by and between
 _____ (Contractor/Grantee) and
 _____ Alabama Department of Commerce (State Agency, Department, or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY
 Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business Entity" shall include, but not be limited to the following:

a. Self-employed individual, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER
 Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
 _____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____

 Name of Contractor/Grantee/Recipient

By: _____
 Its _____

The above Certification was signed in my presence by the person whose name appears above, on this _____ day of _____

WITNESS: _____

 Printed Name of Witness



Company ID Number:

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

E-VERIFY PROCEDURES & INSTRUCTIONS

Often, we will receive an E-Verify MOU lacking the electronic signature from the Homeland Security Verification Division. Until we have an MOU that shows the Electronic Signature Verification from The Dept. of Homeland Security, we will not be able to accept the E-Verify. Before submitting any agreements to us, please make sure that the electronic signatures are present on the E-Verify MOU.

Once an employer uploads their document to E-Verify for approval, The Department of Homeland Security Verification Division electronically signs off as well. This validates it through Dept. of Homeland Security. If the employer looks on the second to last page of their E-Verify MOU, they should see an area for signature from Employer, E-Verify Agent (if applicable,) and from Department of Homeland Security Verification Division.

IF AN EMPLOYER HAS NOT ENROLLED IN E-VERIFY they should go here to enroll:

<https://e-verify.uscis.gov/enroll>

ENROLLMENT PROCESS

1. Visit enrollment website, accept and agree to E-Verify enrollment terms and review checklist.
2. Determine access method by answering four yes/no questions.
3. Review and confirm access method.
4. Select your organization designation.
5. Review, acknowledge and agree to the E-Verify memorandum of understanding (MOU).
6. Electronically sign the MOU.
7. Enter company details.
8. Enter or select North American Industry Classification System (NAICS) code.
9. Provide hiring site information.
10. Register E-Verify program administrator(s).
11. Review and certify information.
12. Print electronically signed MOU

AFTER ENROLLMENT

After you complete steps 1 through 12 of the enrollment process, E-Verify compares your company information with our list of companies already enrolled. E-Verify will approve your company's enrollment and send confirmation e-mails to your company's program administrator(s). Most people receive a confirmation e-mail within a few minutes. However, if your account is found to be a duplicate, the process may be delayed. If E-Verify finds your company is already enrolled, or need additional information to approve your company's enrollment, E-Verify Customer Support will contact the person who signed the memorandum of understanding (MOU) generally within two business days of your enrollment submission. After two business days, if you haven't heard from E-Verify, contact E-Verify Customer Support at 888-464-4218. Please do not try to re-enroll your company as it will further delay your enrollment.

ENROLLMENT CONFIRMATION

After your company is approved for enrollment, each program administrator will receive a confirmation e-mail that contains his or her user ID, temporary password and the required next steps.

Your program administrator must:

- * Log in to E-Verify with his or her user ID and temporary password (included in the E-Verify enrollment confirmation e-mail).
- * Change his or her password and create security questions.
- * Complete the E-Verify tutorial and pass the knowledge test.

Once a program administrator has completed these three steps, he or she will have full program administrator access to E-Verify.

OBTAINING A COPY OF THE MOU

Register with E-Verify by providing the basic company information. Once registration information has been entered, you will have the option to review the e-verify MOU. The MOU is unsigned at this point. To submit your registration, click “I agree”.

Before successfully enrolling in E-Verify, employers and employer agents must agree to the terms of the MOU and electronically sign the document. The document will then be electronically signed by the Department of Homeland Security. After you have “agreed” to the terms and condition of the MOU - Exit out of the E-Verify site. The MOU was electronically signed by your organization when you “agreed”. It is electronically signed by DHS-USCIS when you ‘Exit’ out of the registration and receive an email confirmation / approval.

Once you receive the email from E-verify confirming approval into the program, you will need to email or call an E-Verify Representative using the toll-free Help Line number, 888-464-4218 and ask for a Tier 2 Representative. Once you have reached a Tier 2 Representative, request an electronically signed copy of the MOU - It can be scanned and emailed or faxed to you.

E-VERIFY CONTACT INFORMATION

E-Verify Customer Support is available to assist you with using E-Verify, password resets, cases and technical support and can also answer your questions about E-Verify policies and procedures, Form I-9 and employment eligibility. Their hours are Monday through Friday, from 8 a.m. Eastern Time to 5 p.m. Pacific Time, except on federal holidays.

For Employers: 888-464-4218
877-875-6028 (TTY)
E-Verify@dhs.gov

For Employees: 888-897-7781
877-875-6028 (TTY)
E-Verify@dhs.gov

<http://www.uscis.gov/USCIS/Verification/E-Verify/Publications/Guides/guide-enrollment.pdf>

TO UPDATE E-VERIFY COMPANY INFORMATION PAGE

These are the instructions for updating the Company Information Page:

1. Log into E-Verify Account and click “Edit Company Information Page”
2. E-Verify will display all of the company information- name, company FEIN, address, etc.
3. Update any changes or corrections and save and print that page and submit.

E-VERIFY for EMPLOYERS WITH LESS THAN 25 EMPLOYEES

- * **Employers can use an Agent to do their E-Verify documentation for them.**

Contact Alabama E-Verify
Phone: 855-verify-6 (855-837-4396)
Hours: Monday-Friday 8-5 p.m.

INSTRUCTIONS

e-verify.gov

[Alabama E-Verify](#)

(Opens in new window)

Please use your back button to return to the page you were viewing.

Click on:

[Alabama E-Verify](#)

Will take you to website:

<http://immigration.alabama.gov/>

Click on:

[Alabama E-Verify Employer Agent Office](#)

Read and follow the instructions to use the State of Alabama as the employer agent for Department of Homeland Security E-Verify registration.

When you click on Create an Account, you can see the simple form the employer is required to complete. Once completed and submitted the BSR can call the toll-free number and request that the electronically signed copy of the MOU be emailed to them for the OJT Agreement.

**ALABAMA DEPARTMENT OF COMMERCE
WORKFORCE DEVELOPMENT DIVISION / GOVERNOR'S LOCAL WORKFORCE AREAS
ON-THE-JOB TRAINING AGREEMENT**

House _____
Senate _____
County Code and Name _____

MODIFICATION NO. 1

Agreement No. _____
Type _____ Fund _____

Name of Employer _____
Address _____

Telephone Number _____

(Name and Title of Contact Person) _____

Specific Type of Business _____

Number of Employees: _____ Number of Additional OJT Trainees _____
OJT Agreement Dates: Start _____ Completion _____

Business Service Representative (BSR) : _____
BSR Office Location _____ Telephone # _____

THE PURPOSE OF THIS MODIFICATION IS TO: _____

Requested Start Date (if applicable): _____

OCCUPATIONAL AND COST OUTLINE

Occupational Title(s) and ONET Code(s) Column A	SVP Range B	#of Trainees C	Training Hrs Per Trainee D	Total Training Hours CxD=E	Hourly Unit Cost F	Total Cost Per Occupy. ExF=G	Trainee Wages Start End H I	
TOTALS								

Hourly unit cost: ALL OJT Agreement reimbursements will be at 50% of the starting hourly wage rate.

This action changes the value of the original agreement as modified, by adding _____ or subtracting _____.

TOTAL PAYMENT PERMITTED UNDER THIS AGREEMENT SHALL NOT EXCEED _____.

The attachments to this modification, specifically including one training plan per occupational title listed above, are hereby expressly incorporated into and made a part of this agreement.

EMPLOYER

The undersigned, as the employer's duly authorized representative, hereby agrees to the terms of this modification and to its express incorporation into the agreement.

SIGNATURE _____
TYPED NAME _____
TITLE _____
DATE _____

WDD Authorized Representative

SIGNATURE _____
DATE _____

WDD-23 AL Rev. 1/2022 WIOA Original - WDD/OJT Copy - Career Center Copy - Employer

All Signatures Must Be Submitted In Ink

**Alabama Department of Commerce
Workforce Development Division / Governor's Local Workforce Areas
ON-THE-JOB TRAINING AGREEMENT
EMPLOYER INVOICE**

1. Name and Address of OJT Employer 0 0 0		3. Agreement No. 0 4. Invoice No. 0
2. Federal I.D. # (FEIN) 0		5. Reporting Period of Invoice 1/0/1900 to 1/0/1900
6. Agreement Amount \$0.00	7. Total Amount Requested Through Previous Invoice \$0.00	8. Balance Available \$0.00

	Total OJT Cost
9. Total Expenditures of Prior Period	\$0.00
10. Actual Expenditures This Period	\$0.00
11. Total Expenditures to Date	\$0.00
12. Total Amount Requested through Previous Invoice	\$0.00
13. Amount Requested	\$0.00

I HEREBY CERTIFY THAT (a) the Workforce Development Division (WDD) has not been billed for the services covered by this invoice; (b) funds have not been received from the said WDD or expended for such services under any other agreement or grant; (c) the amount(s) claimed by this invoice constitute(s) allowable costs/expenditures under the terms of the agreement or grant; (d) all amounts for Federal Income, Unemployment, and FICA Taxes due through the end of the preceding quarter have been paid and; (e) that employer has furnished evidence of attaining a Federal Employer Identification Number (FEIN) and is complying with applicable tax laws.

14. Employer's Authorized Signature	15. Title	16. Date 2/7/2022
17. Contact Person	18. Title	19. Telephone No.

Workforce Development Division/Date	Administrative Division/Date
-------------------------------------	------------------------------

Accounting Use:

Warrant No. _____

Warrant Date _____

Voucher No. _____

Fund _____

Posted to Computer

Initials: _____

Date: _____

SUBMIT IN DUPLICATE TO:

Alabama Department of Commerce
Workforce Development Division
401 Adams Avenue, Suite 380
P.O. Box 304103
Montgomery, AL 36130-4103

WDD-9 AL Rev. 1/2022 WIOA

**ALABAMA DEPARTMENT OF COMMERCE
WORKFORCE DEVELOPMENT DIVISION
GOVERNOR'S LOCAL WORKFORCE AREAS
PERFORMANCE BASED ON-THE-JOB TRAINING AGREEMENT**

1. Name and Address of OJT Employer 0 0 0		3. Agreement No. 0
2. Federal ID # (FEIN) 0		4. Invoice No. 0
6. Agreement Amount	7. Total Amount Requested Through Previous Invoice	5. Reporting Period of Invoice 01/00/00 to 01/00/00
		8. Balance Available

	Total OJT Cost
9. Total Expenditures of Prior Period	
10. Actual Expenditures This Period	
11. Total Expenditures to Date	
12. Total Amount Requested through Previous Invoice	
13. Amount Requested	

I HEREBY CERTIFY THAT (a) the Workforce Development Division (WDD) has not been billed for the services covered by this invoice; (b) funds have not been received from the said WDD or expended for such services under any other agreement or grant; (c) the amount(s) claimed by this invoice constitute(s) allowable costs/expenditures under the terms of the agreement or grant; (d) all amounts for Federal Income, Unemployment, and FICA Taxes due through the end of the preceding quarter have been paid and; (e) that employer has furnished evidence of attaining a Federal Employer Identification Number (FEIN) and is complying with applicable tax laws.

14. Employer's Authorized Signature	15. Title	16. Date 2/7/2022
17. Contact Person	18. Title	19. Telephone No.

Workforce Development Division/Date

Administrative Division/Date

Accounting Use:

Warrant No. _____
 Warrant Date _____
 Voucher No. _____
 Fund _____

SUBMIT IN DUPLICATE TO:
 Alabama Department of Commerce
 Workforce Development Division
 401 Adams Avenue, Suite 380
 P.O. Box 304103
 Montgomery, AL 36130-4103

Posted to Computer

Initials: _____
 Date: _____

**PERFORMANCE BASED ON-THE-JOB TRAINING AGREEMENT
EMPLOYEE LIST**

1. Name and Address of Employer	3. Agreement No. 0
2. Federal I.D.# (FEIN) 0	4. Report No. 0
5. Period Covered to	

The following list of employees have completed training and my organization hereby requests reimbursement under the terms of the Performance-Based Training agreement.

Name(s)	Social Security Number(s)	Position(s) / O*NET Code(s)	Amount(s)

Total \$0.00

I HEREBY CERTIFY THAT (a) the Workforce Development Division (WDD) has not been billed for the services covered by this invoice; (b) funds have not been received from the said WDD or expended for such services under any other contract agreement or grant; (c) the amount(s) claimed by this invoice constitute(s) allowable costs/expenditures under the terms of the contract agreement or grant; (d) all amounts for federal income, Unemployment, and FICA taxes due through the end of the preceding quarter have been paid and; (e) that subcontractors have furnished evidence of attaining a Federal Employer Identification Number (FEIN) and are complying with applicable tax laws.

20. Employer's Authorized Signature	21. Title	22. Date 02/07/22
23. Contact Person	24. Title	25. Telephone No.

Workforce Development Division/Date

Administrative Division/Date

SUBMIT ORIGINAL TO:
Alabama Department of Commerce
Workforce Development Division
401 Adams Avenue, Suite 380
P.O. Box 304103
Montgomery, AL 36130-4103

Warrant No. _____
Date _____
Voucher No. _____
Proof _____
Fund No. _____

WDD-11/OJT TRAINING TIME SHEET

ATTACHMENT J

Alabama Department of Commerce/ Workforce Development Division/ Governor's Local Workforce Areas
ON-THE-JOB TRAINING TIME SHEET

Agreement No. 0 Invoice No.

Reporting Period to (Same as Invoice Period)

Employer 0

1	2	2A	3	4	5	6	7	8	9	10
O*NET Code	Trainee's Name	Last 4 #s of Social Security Number	Total Hours Authorized	Training Hours			\$ Amount Claimed			Term. Comp.
				Total 5+6 Cumulative	Previous Reports Cumulative	This Report	Hourly Reimbursement	This Report	Previous Total	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
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				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
				0				\$0.00	\$0.00	
TOTAL			0	0	0	0	0	\$0.00	\$0.00	

Alabama Department of Commerce/ Workforce Development Division/ Governor's Local Workforce Areas
ON-THE-JOB TRAINING TIME AND ATTENDANCE REPORT

WDD-12 AL Rev. 1/2022 WIOA

Agreement No. _____

Name of Employer _____

Social Security No. and Printed Name (Last Name/First)	Month												Year												Total Hours	Trainee's Signature													
	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						
1																																							
2																																							
3																																							
4																																							
5																																							
6																																							
7																																							
8																																							
9																																							
10																																							
Totals																																							

This record should be retained for a period of at least nine years beyond the expiration of the agreement.

I certify the above number of hours are true and correct and to which these employees are entitled just compensation.

Signed (Supervisor) _____ Date _____

**WDD-6A/AUTHORIZED SIGNATURE(S) FOR OJT EMPLOYER INVOICE
(SIGNATURE CARD FORM)**

ATTACHMENT L

WDD-6a AL Rev. 1/2022 WIOA		AUTHORIZED SIGNATURE(S) FOR OJT EMPLOYER INVOICE	Agreement No: 0
Name of Employer: 0	Address: 0 0		
<input type="checkbox"/> Only One Signature Authorized/Authorizing Official <input type="checkbox"/> Either One of Signatures/Including Authorizing Official			
Typed Name of Authorized Signature	Signature		
Typed Name of Authorized Signature	Signature		
<small>I CERTIFY THAT the signature(s) appearing above, as well as my own is/are the individual (s) authorized to sign invoices and modifications in connection with WDD funds.</small>			
<u>2/7/2022</u> DATE	_____ Signature of Authorizing Official		
_____ Title of Authorized Official	_____ Typed Name		

Trainee's File

Digital scans of the following forms must be included in the **Participant's AlabamaWorks! file**:

- WIOA Eligibility
- Testing

Required Forms:

- Customer Agreement – WDD 115
- WIOA Participant Information Release – WDD 17
- WIOA Grievance and Complaint Procedures – WDD 24
- Employment Information Form
- Customer Information Form – WDD 121
- Resume
- OJT Training and Evaluation Plan
- Documentation Log with all documents attached

Employer's File

The **employer** is required to keep and make available upon request the following information regarding the company's OJT agreement(s):

- * A signed copy of the OJT Agreement Package, which includes:
 - WDD-21 On-The-Job Training Agreement (Signed OJT Agreement Package)
 - WDD-22 Training and Evaluation Plan (for each trainee)
 - WDD-23 On-The-Job Training Agreement Modification
 - WDD-6a Authorized Signature Card Form
 - WDD-9 OJT Employer Invoice
 - WDD-11 Training Time Sheet
 - WDD-12 Time and Attendance Report
 - WDD-24 Grievance and Complaint Procedures (for each trainee)
Verification of Workmen's Compensation or Health & Accident Insurance
List of Trainees Enrolled on the Agreement
Agreement Correspondence

Note: Employer must maintain records for three (3) years after the completion of the OJT agreement.

COUNTY CODE CHART

ATTACHMENT N

To find your House & Senate Codes go to: <http://www.legislature.state.al.us/>
Click on "Find My Legislator" and Enter the Zip Code and it will list the Senator and Representative and the House and Senate Code Numbers for that Senator or Representative's district.

<u>COUNTY</u>	<u>CODE #</u>	<u>COUNTY</u>	<u>CODE #</u>	<u>COUNTY</u>	<u>CODE #</u>
Autauga	001	Dallas	047	Marion	093
Baldwin	003	DeKalb	049	Marshall	095
Barbour	005	Elmore	051	Mobile	097
Bibb	007	Escambia	053	Monroe	099
Blount	009	Etowah	055	Montgomery	101
Bullock	011	Fayette	057	Morgan	103
Butler	013	Franklin	059	Perry	105
Calhoun	015	Geneva	061	Pickens	107
Chambers	017	Greene	063	Pike	109
Cherokee	019	Hale	065	Randolph	111
Chilton	021	Henry	067	Russell	113
Choctaw	023	Houston	069	St. Clair	115
Clarke	025	Jackson	071	Shelby	117
Clay	027	Jefferson	073	Sumter	119
Cleburne	029	Lamar	075	Talladega	121
Coffee	031	Lauderdale	077	Tallapoosa	123
Colbert	033	Lawrence	079	Tuscaloosa	125
Conecuh	035	Lee	081	Walker	127
Coosa	037	Limestone	083	Washington	129
Covington	039	Lowndes	085	Wilcox	131
Crenshaw	041	Macon	087	Winston	133
Cullman	043	Madison	089	Out of State	997
Dale	045	Marengo	091		

METRO & NON-METRO COUNTY WAGE CHART

ATTACHMENT P

Metropolitan Counties

- Autauga
- Bibb
- Blount
- Calhoun
- Chilton
- Colbert
- Elmore
- Etowah
- Geneva
- Greene
- Hale
- Henry
- Houston
- Jefferson
- Lauderdale
- Lawrence
- Lee
- Limestone
- Lowndes
- Madison
- Mobile
- Montgomery
- Morgan
- Russell
- Shelby
- St. Clair
- Tuscaloosa
- Walker

Metropolitan Counties: \$10.00 per hour

All other Non-Metro counties (39): \$9.00 per hour

ON-THE-JOB-TRAINING (OJT) FACT SHEET: REVISED: JANUARY 2022

Custom designed training programs based on the employer's workforce requirements.

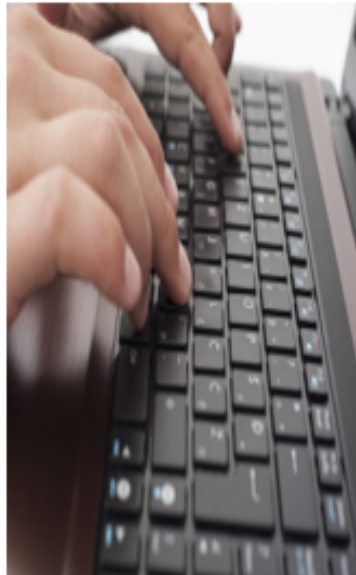
- OJT Employers are reimbursed for 50% of the hourly wages, based on the employers and trainee's eligibility requirements. Monthly timesheets are maintained by the employer and reported to the Business Service Representative.
- OJT Trainee(s) are hired for fulltime work, and they must work in a safe environment. OJT trainee(s) are not trained for seasonal or temporary positions.
- OJT Trainee(s) will follow the same company policies and rules as other employees and will be provided with wages and benefits that are equal to those doing the same type of work. **OJT trainees must be paid at least \$9.00 per hour in non-metropolitan counties and \$10.00 per hour in metropolitan counties/or the same wages as other entry-level employees in the same occupations.**
- OJT Trainees have a wage cap of **\$19.66 an hour** for New Hires. Employers may be entitled to up to \$50,000.00 per employer and per training year which is July 1st – June 30th.
(Funds are based on availability and the employer performance).
- Career Centers maintain a pool of eligible applicants capable of meeting the employer's needs.
- OJT Trainee(s) cannot start to work before the Workforce Development Division in Montgomery approves the OJT Agreement; please allow 3-5 business days.
- OJT Trainee(s) must **not** replace laid off workers.
- **The OJT program cannot be utilized for work at home positions nor virtual work situations.**
- The Employer should retain OJT Trainee(s) after completion of the OJT Agreement.
- Employers must provide proof of Workmen's Compensation Insurance or onsite Health & Accident Insurance.
- Immediate relatives of the Employer are **not eligible** for the OJT Training Program(s).
- OJT Trainee(s) must be determined eligible for Workforce Innovation and Opportunity Act (WIOA) services by the local Career Center.
- OJT Employers must report any changes from the original agreement to the Business Service Representative immediately.
- OJT Employers are required to use the State of Alabama Accounting and Resource System (STAARS). ALL previous employers must activate their account in the Vendor Self Service (VSS) Portal. ALL new employers must register in the (VSS).
- OJT Employers must enroll in the E-Verify program for employment verification (Documentation of enrollment is required).
- The Business Service Representative initiates all paperwork, including the monthly invoices for reimbursement.

Business Service Representative: _____ **Phone Number:** _____

"The OJT Program is an Equal Opportunity Employer/Program. Auxiliary aids and services available upon request to individuals with disabilities."

REQUIREMENTS

- ✓ Trainees must meet the Workforce Innovation and Opportunity Act (WIOA) eligibility requirements.
- ✓ Employers must have Workers' Compensation or approved on-site accident insurance.
- ✓ Trainees cannot begin work/training until the OJT agreement is approved by the Workforce Development Division (WDD).
- ✓ Trainees must not be currently working for the employer.
- ✓ Full-time employment is required.
- ✓ Employer must provide a wage of at least \$9.00 per hour for non-metropolitan counties and \$10.00 per hour for metropolitan counties.
- ✓ Trainees must receive the same wages and benefits as other employees holding the same or similar positions.
- ✓ Trainees must abide by the same company policies as other employees.



**CONTACT YOUR LOCAL
ALABAMA CAREER CENTER**

www.alabamaworks.alabama.gov



The OJT program is an equal opportunity employer program. Auxiliary aids and services are available upon request to individuals with disabilities.

ON THE JOB TRAINING (OJT)



ALABAMA DEPARTMENT OF COMMERCE
WORKFORCE DEVELOPMENT DIVISION
(WDD)
WORKFORCE INNOVATION AND
OPPORTUNITY ACT (WIOA)
ALABAMA CAREER CENTER SYSTEM



January 2022



NEW HIRE OJT

There are two types of On-the-Job Training (OJT) programs: New Hire and Performance-Based.

Funded by the U.S. Department of Labor, the Alabama Department of Commerce administers the OJT program which gives individuals an opportunity to learn new job skills and allows employers to train new employees while saving money on training costs. A Business Service Representative (BSR) with the Alabama Career Center System works with the employer to create a training plan that defines objectives and goals for the trainee(s). The OJT program is designed to provide reimbursement to employers for the extraordinary costs associated with the hiring and training of individuals eligible for these services. This reimbursement serves as an incentive to encourage employers to hire individuals who do not have all of the required skills for a particular job. The negotiated training period can range from 4 to 24 weeks based on the skill level of the participant(s) and the training occupation.

The New Hire OJT agreement allows an employer to hire new workers in skilled positions and train them with a goal of permanent employment upon successful completion of training.

PERFORMANCE BASED OJT

Performance-Based OJT agreements are designed to offer training for a large number of employees for a short period of training time. This includes skilled and/or unskilled workers when employers need trained employees fast. Training hours, training plans, number of trainees, cost, and wages are negotiated through the Department of Commerce on a case-by-case basis. All performance based agreements are based on the employer's needs at the time. The employer is eligible to receive reimbursement for training after the employee's completion of training plus one day. The Career Center BSR assisting the employer with the agreement must submit a letter to the WDD with the following information:

- Employer's business name
- Background information on the employer
- Number of employees to be trained
- Hiring positions
- Time period recommended for training
- Job descriptions
- Wages per hour / per position

EMPLOYER BENEFITS

- May receive up to 50% reimbursement of trainees' hourly wages (see below)
- Employers make all hiring decisions
- Employers customize all training
- Saves recruiting, screening, and training costs
- Length of training is negotiable
- Minimal paperwork
- Increased cash flow and profits
- No cost for OJT services

ADULT AND YOUTH OJT AGREEMENTS
1-50 EMPLOYEES
UP TO 50% REIMBURSEMENT

DISLOCATED WORKER OJT AGREEMENTS
1-200 EMPLOYEES
UP TO 50% REIMBURSEMENT

PUBLIC SECTOR/NON-PROFIT OJT AGREEMENTS
50% REIMBURSEMENT

50% REIMBURSEMENT FOR ALL BUSINESSES

APPRENTICESHIP OJT

Apprenticeship OJT offers employers 50% reimbursement of trainees' hourly wages for 480 hours of training. The employer must provide a wage of at least \$9.00 per hour, and the maximum reimbursable wage is \$19.66 per hour. Employers may pay more than the maximum, but any amount about the maximum will not be reimbursed. Trainees must be Registered Apprentices, who started participating in a Registered Apprentice Program on or after August 1, 2019 and have at least 480 hours of On-the-Job Learning remaining in their apprenticeship. Unlike New Hire and Performance Based OJT, trainees can have already started in the Registered Apprenticeship, or they can be a new employee. The employer is eligible to receive reimbursement for training after the employee's completion of training plus one day.

Apprenticeship OJT is funded 100% with Federal National Apprenticeship Act funds made available to the State of Alabama by the U.S. Department of Labor Employment and Training Administration as the Grantor.