

September 8, 2000

WORKFORCE INVESTMENT ACT (WIA)
STATE ADMINISTRATIVE ENTITY (SAE)
SAE INFORMATION NOTICE NO. 44-00
(SIN NO. 44-00)

**SUBJECT: SAE GUIDANCE REGARDING OJT AND CUSTOMIZED TRAINING
ACTIVITIES**

1. **PURPOSE:** To provide guidance to New Mexico Workforce Development Areas/Local Workforce Development Boards (NMWDAs/LWDBs) and WIA subrecipients regarding On-the-Job Training (OJT) activities. This notice does not create new policy but merely transmits the requirements, procedures, and defines the parameters for conducting OJT activities in local areas. This notice also provides prototype forms that may be used or modified for use by NMWDAs/LWDBs. Flexibility is provided to Local boards, to develop and use their own forms consistent with WIA documentation, reporting and record keeping requirements attendant to OJT.
2. **BACKGROUND:** OJT training is an allowable activity for adults, dislocated workers and eligible youth who after an objective assessment are determined to be appropriate for this activity. The Act at Section 134(d)(4)(G)(ii) and Section 663.430 of the Federal Regulations provide that, under certain limited circumstances, training contracts with employers and customized training contracts rather than Individual Training Accounts (ITA's) are authorized.

Mandated performance outcome for OJT is retention of the participant in permanent unsubsidized employment upon successful completion of training.

DISTRIBUTION:

State WDB & NMWDA/LWDB Chairpersons
NMWDA/LWDB Administrative Entities
SAE Subrecipients
USDOL Federal Representative

SAE/NMWDA/LWDB Legal Counsel
SAE/NMWDA/LWDB EO Office
NMWDA/LWDB Subrecipients

OJT is a training option meant to be conducted in the highest skill occupations appropriate to the participant and is to be in occupations, which are in high demand in the labor market (as evidenced by the most current labor market information). It is not to subsidize employment for low-skill, low paying jobs or occupations with little or no potential for upward mobility. OJT is also to focus on apprenticeable trades/occupations and training for women in those occupations which are considered non-traditional.

OJT is defined at WIA section 101(31). OJT and customized training is provided by an employer in the public, private nonprofit, or private sector. A contract may be developed between the employer and the local program that provides occupational training for the WIA participant in exchange for the reimbursement of up to fifty (50) percent of the wage rate to compensate for the employer's extraordinary costs. (WIA section 101(31)(B).)

3. **DEFINITIONS:** The following are definitions applicable to this notice.
- a. **Apprenticeable Trade.** An occupation requiring instruction and experience, both on and off the job, in all practical and theoretical aspects of the work required in a skilled occupation, craft or trade subject to registration and approval by the State Bureau of Apprenticeship.
 - b. **Collective Bargaining Agreement.** An agreement or contract negotiated between employer and union representatives to assure a sound and mutually beneficial working relationship between the employer and its employees. Such an agreement sets forth the basic terms and conditions of employment.
 - c. **Contractor.** Any person, corporation, partnership, public agency or other entity which enters into a contract under the Act. For purposes of this policy, Contractor refers to the employer who is a party to an OJT Contract.
 - d. **Customized Training.** Training designed to meet the special requirements of an employer (including a group of employers) conducted with a commitment by the employer to employ, or in the case of incumbent workers, continue to employ, individuals on successful completion of the training, for which the employer pays for not less than fifty (50) percent of the cost of the training.
 - e. **Dictionary of Occupational Titles (DOT).** A publication issued by the U.S. Department of Labor's Employment and Training Administration that provides detailed, standardized occupational information essential to the effective classification and placement of job seekers.

- f. **Employer.** A person, firm corporation or other association or organization registered to do business; is located in New Mexico; and has an employer relationship with respect to employees as indicated by the fact that the person/entity hires, pays, fires, supervises and otherwise controls the work of such employee. An association of employers shall be considered an employer if it meets all the above criteria. Such an association may be considered a joint employer if one of the employer members shares in exercising one or more of the above referenced functions.
- g. **Employment Agency and Employee Leasing Agency.** An employer that provides regular, on-going employment (i.e., not probationary, temporary, or intermittent employment) in a specific occupation and, for a fee, places employees at worksites or with other employers to perform work for such employer.
- h. **Full-time Employee.** A person employed for wages or salary for the amount of time considered normal or standard for full-time work during a given period and on a regular basis (usually 40 hours per week). However, on no account shall full-time be less than 30 hours per week.
- i. **Intermittent Employment.** Employment that is sporadic or inconsistent without a constant year-round salary. Such employment is also interrupted and periodic in nature.
- j. **Nontraditional Employment.** Occupations or fields of work where men or women comprises less than 25 percent of the individuals employed in such occupation or field of work.
- k. **On-the-Job Training.** Training by an employer that is provided to a participant while engaged in productive work in a job that: (a) provides knowledge or skills essential to the full and adequate performance of the job; (b) provides reimbursement to the employer of up to 50 percent of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision related to the training; and (c) is limited in duration as appropriate to the occupation for which the participant is being trained taking into account the content of the training, prior work experience of the participant, and the service strategy of the participant as appropriate.

OJT policy does not preclude a participant who has been trained by one employer from ultimately being placed in a comparable training-related position with another employer.

OJT may be sequenced with or accompanied by other types of training such as classroom training or literacy training.

- l. **Partisan Political Activities.** The conducting of, or engaging in, the activities of a party, faction or cause normally recognized as party politics.
- m. **Part-time Employee.** A person employed for wages or salary regularly scheduled to work between 15 and 30 hours a week.
- n. **Private-for-Profit.** An organization belonging to an individual person, corporation, partnership, or other than public entity organization for charitable, educational, or mutual benefit purposes, and given recognition of Tax Exempt status by the Internal Revenue Service.
- o. **Relocating Establishment.** For the purposes of this section Relocating Establishment means a business entity, including a successor in interest, which is moving any operations from a facility in one labor market area within the U.S. and its territories to a new or expanding facility in another labor market area.
- p. **Retention.** The act of keeping a job beyond the training cost reimbursement period covered by WIA funds.
- q. **Retention Rate.** The percentage of OJT trainees that an employer retains as opposed to those not retained for a period of 6 months or more after termination.
- r. **Seasonal Employee.** An individual who is employed on a seasonal basis (i.e., farm work) without a constant year-round salary.
- s. **Service Provider.** Any subrecipient, including a workforce development area or grantee that is responsible for the delivery of training and/or supportive services directly to WIA participants. Awards to Service Providers may be made by subgrant, contract, subcontract or other legal agreement.
- t. **Specific Vocational Preparation (SVP).** The amount of (estimated) elapsed time required by a typical worker to learn the techniques, acquire the information and develop the expertise needed for average performance in a specific job, as determined by the Specific Vocational Preparation (SVP) estimates for Occupations in the U.S. Department of Labor Dictionary of Occupational Titles (DOT) publication.
- u. **Temporary Employee.** An individual who is compensated by a wage or salary for rendering employment services for a limited period.
- v. **Temporary Employee Agency (Leasing Employer).** An employing unit that contracts with clients or customers to supply workers to perform

services for clients or customers.

- w. **Training Costs.** Those expenses, reimbursable for WIA, that are incurred by entities participating in WIA training program components and activities.
- x. **Unsubsidized Employment.** Employment not financed from funds provided under WIA.

4. **ACTION:**

New Mexico Workforce Development Areas/Local Workforce Development Boards (NMWDAs/LWDBs) or other subrecipients shall conduct OJT and customized training activities as provided in their respective LWDA Plans or subgrants, and develop guidelines and procedures to assure the following:

- a. Training will result in a return on the investment of WIA funds (i.e. retention of the participant in permanent unsubsidized employment upon successful completion of his/her training).
- b. Training will occur in higher-skill occupations appropriate to the participant's needs and which use occupations of high labor market demand (as evidenced by the most current labor market information), and that assure non-subsidized employment.
- c. OJT contracts shall be limited to a period not in excess of that required for the participant to become proficient in the occupation for which the training is being provided. In no case should an individual who is fully skilled in an occupation be placed in OJT for that same occupation. Policies and procedures shall be developed for determining the average training duration for occupations reflecting an individual participant's need for additional training time, or reduction in training time, to reflect the individual participant's acquisition of needed skills. 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 individual employment plan. The "Dictionary of Occupational Titles" (DOT) or the Occupational Employment Statistics (OES) Code must be utilized and consideration should be given to employer training plans. The period of reimbursement cannot exceed the training duration period.
- d. OJT employers will be compensated for additional costs associated with the lower productivity of program. Employers are not required to document such extraordinary costs. The reimbursement percentage to OJT employers, which shall be negotiated prior to final contract approval, shall not be more than 50 percent of the wages paid by the employer to the

participant. Reimbursement amounts may increase as a result of raises or regular pay increases and are not based on overtime, shift differential, premium pay and other non-regular wages paid by the employer to the participant. OJT payments cannot be paid for periods of time such as illness, holidays, plant downtime or other events during which training does not occur.

- e. OJT contracts may be written for eligible employed workers when the employee is not earning a self sufficient wage as determined by Local Board policy and the OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the Local Board.
- f. The following basic elements will be included in all OJT contracts:
 - (1) The occupation(s) for which training is to be provided, the duration of the training, the number of participants to be trained in each occupation, wage rates to be paid, the rate of reimbursement, the maximum amount of reimbursement, a job description or training outline that reflects what the participant will learn, and any other separate classroom training that may be provided; and
 - (2) Provisions that the employer will maintain and make available time, attendance, payroll and other records to support amounts reimbursed under OJT contracts.
- g. Individuals engaged in on-the-job training or employed in activities under Title I of WIA will be paid at the same rate, including the same periodic wage increases, as other workers who are similarly situated in similar occupations by the same employer and who have similar training, experience and skills. Wage rates must be in accordance with applicable law, and must be at least equal to the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (FLSA) (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law, whichever is higher. The determination of whether an individual is “employed” in a WIA activity for purposes of this provision, including participation in paid or unpaid work experience, must be made in accordance with the requirements of the FLSA. Questions regarding the application of FLSA to participants in WIA activities should be directed to the USDOL, Employment Standards Administration, Wage and Hour Division.
- h. OJT shall only be for those persons who have been assessed and OJT has been documented as an appropriate activity in their ISS or IEP. An individual referred to the WIA program by an employer may be enrolled in an OJT program with such employer only upon completion of an

Objective Assessment and Individual Service Strategy (ISS) or Individual Employment Plan (IEP) in which OJT with such employer has been determined to be the appropriate activity, and the employer has not already hired such individual or he/she has not been a previous employee. An OJT contract with the participant's previous or current employer in the same, similar, or upgraded job positions is not permitted.

- i. OJT contracts will not be negotiated for an occupation in which the participant has already been board certified or is subject to renewal of such license or certification.
- j. Customized training of an eligible employed individual may be provided for an employer or a group of employers when the employee is not earning a self sufficient wage as determined by Local Board policy and training meets the definition at 3.d above, and the customized training 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 Board.
- k. One-Stop operators in a local area must collect performance information on OJT and customized training providers to determine whether the providers meet such performance criteria as the Governor may require, and disseminate a list of providers that have met such criteria, along with the relevant performance information about them, through the One Stop delivery system. Providers determined to meet the criteria are considered to be identified as eligible providers of training services. These providers are not subject to the other requirements of WIA Section 122.
- l. Monitoring shall be conducted periodically by the One-Stop Center issuing the contract, by the LWDB, and by the NMDOL to assure that the validity and propriety of amounts claimed for reimbursement are substantiated by payroll and time and attendance records, and that the training is being provided as specified in the agreement.
- m. The local program must not contract with an employer who has previously exhibited a pattern of failing to provide OJT participants with continued long term employment with wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work. This employer shall remain ineligible for no less than 6 months and no longer than 18 months. LWDBs and One-Stop Operators may choose to be more restrictive, but must specify duration period for loss of eligibility in policy, including corrective procedures for reinstatement. This procedure will not be necessary when it is documented that participants quit voluntarily, were terminated for cause, or were released due to unforeseen

changes in personal or business conditions.

- n. No WIA funds shall be used for OJT with any establishment, or part thereof, that has relocated and resulted in the loss of employment until 120 days after the date on which such establishment commences operations at the new location. Therefore, to consider an OJT contract, it shall be determined if the relocation of such establishment, or part thereof, results in a loss of employment for any employee of such establishment at the original location.
- o. Guidelines shall be developed regarding ratios of participants to supervisors to assure sufficient training and supervision will be provided to all participants at any given time.
- p. Guidelines shall be developed regarding the percentage of OJT positions that can be placed at an employment worksite at any one time to assure WIA programs do not supplant, unnecessarily subsidize an employer's normal workforce training expenses, or do not underwrite an employer's labor turnover. WIA funds shall not be used for employment generating activities, economic development activities, investment in revolving loan funds, capitalization of businesses investment in contract bidding resource centers, or similar activities.
- q. OJT contracts may be permitted with firms in which current and/or past Workforce Development Board (WDB) members are employed, or otherwise have a financial or personal interest, only if such contracts are approved by each State or Local WDB Executive Committee for appropriateness and adherence to procurement requirements (pursuant to Section 627.420 of the Federal Regulations).
- r. OJT contracts may be written in the public sector provided such contracts do not exceed the ratio of public to private employment in that Workforce Development Area.
- s. Workers' compensation insurance shall be provided by either the One-Stop Center or employer as required by the WIA and applicable State laws. Alternate insurance in lieu of workers' compensation is not allowed by New Mexico State law.
- t. OJT will not be allowed for individuals who are presently on temporary lay-off and are expected to be recalled by their former employer.
- u. An employer's eligibility for OJT shall be determined as follows:
 - (1) The employer must provide information such as an IRS Employer Identification Number, State Employer Account Number (Taxation

and Revenue Department Employment Identification Number), workers' compensation if applicable and a State Employer Account (UI) Unemployment Insurance number to demonstrate that the employer is legitimate, having full-time employees, and conducting trade or business at an appropriate worksite.

- (2) The employer must not be involved in a current labor dispute and must not have a history of frequent layoffs. An OJT contract cannot be written for a position in which a worker is currently on layoff.
- (3) The employer must not use an OJT contract to displace currently employed workers, to reduce the hours of those employed workers below their normal schedule or to deny a current worker a promotional opportunity.
- (4) An employer's previous OJT record will be evaluated in determining contract approval.
- (5) OJT must be conducted at the employer's place of business and may not be subcontracted.
- (6) The employer must certify that the individuals hired and trained under the OJT contract would not have otherwise been hired in the occupation if the individual had "normally" applied for such employment.
- (7) OJT contracts may not be entered into with employers who have relocated, either in whole or in part, if such relocation resulted in the loss of employment for any employee of the company at the original location. The One-Stop Center shall verify that a new establishment is not, in fact, relocating employment from another area.
- (8) The occupation must not be seasonal, intermittent or temporary and must not involve payment in the form of a commission, tip, or similar kinds of payments, as the primary source of reimbursement to the OJT Employee/Trainee.
- (9) Each agreement that is written by a brokering contractor (not written directly by the One-Stop Centers) shall specify and clearly differentiate all services to be provided by the brokering contractor.
- (10) NMWDAs/LWDBs and One-Stop Centers may create their own forms and documents that most meets the minimum requirements

as. specified in this notice. OJT documents such as the OJT contract form must clearly specify the program requirements and expected outcomes. OJT forms must contain at least the required data fields necessary for auditing, monitoring, reporting and record keeping purposes. Prototype OJT forms are contained in this notice (Refer to Exhibits A – O) that may be adopted or modified for use by NMWDBs/LWDBs.

5. **EFFECTIVE DATE:** This Information Notice is effective July 1, 2000.
6. **RECISSIONS:** None.
7. **CONTACT ENTITY:** Inquires regarding this policy should be directed to the SAE State Policy, Planning and Technical Assistance (SPPTA) Bureau in Santa Fe at (505) 827-6827.

CLINTON D. HARDEN, JR.
Secretary

EXHIBITS : Fifteen (15)

- A Basic Elements of an OJT Contract
- B OJT Contract Guide
- C OJT Contract Signature Sheet
- D OJT Service Visit Report
- E OJT On-site Compliance Review
- F Pre-Award Review for Relocating Establishments
- G OJT Employee/Trainee Training Time Documentation Record
- H WIA OJT Contract Signature Sheet
- I WIA OJT Contractor Information Sheet
- J OJT Job Description and Training Schedule
- K WIA OJT Cost Allocation Summary
- L OJT Contract Provisions and Assurances (Boiler Plate)
- M WIA OJT Time, Attendance and Evaluation Report
- N WIA OJT Contract Modification Sheet
- O WIA OJT Monthly Progress Report/Invoice

BASIC ELEMENTS OF AN OJT CONTRACT

At a minimum, OJT contracts should include the following basic elements

1. Name, address, and telephone number of employer;
2. Name, address, and telephone number of One-Stop Center;
3. Number of participants to be trained, specifying for each trainee or position;
 - a) DOT Title or OES Code and SVP level (or comparable classification) or occupation;
 - b) Number of training hours;
 - c) Wage rate;
 - d) Reimbursement rate;
 - e) Payroll schedule (weekly, bi-weekly, etc.);
5. Number of permanent full-time employees;
6. A job description for each training occupation;
7. A training plan for each occupation indicating the specific skills to be learned and the number of training hours required for each;
8. A description of any additional services to be provided beyond training and any training provided by someone other than the OJT employer, with subcontractors identified and their specific responsibilities clearly defined;
9. Beginning and ending dates of the contract;
10. Total maximum dollar amount of the contract;
11. Concurrence of any collective bargaining agent (if applicable);
12. Personnel responsible for the supervision of the training;
13. Invoicing procedures, including frequency of billing and required supporting documentation;
14. Record retention requirements, including participant time and attendance documentation and payroll records;
15. Workers' Compensation or alternative insurance for injuries to OJT participants, including policy carrier, policy number, and expiration date;
16. Employer IRS number, Unemployment Insurance number, and expiration date;
17. Employer's type of organization (profit or private, partnership or corporation, etc.) and type of business (product or service);
18. Terms required for job retention;
19. Signature Title and signature date for each authorized official representing the employer, the One-Stop Center, and the contract administrator (if applicable);
20. Verification of signatory authority of the employer's representative;
21. Copy of OJT Provisions and Assurances (sample copy made available upon request).

EXHIBIT A

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OJT CONTRACT GUIDE

SECTION I: CONTRACTOR ELIGIBILITY

The Workforce Development Area/One-Stop Center shall conduct a Pre-award Survey on each prospective employer, occupation and customer including, but not limited to the following:

	<u>YES</u>	<u>NO</u>
1. Is the employer proposing to conduct training at other than his or her workplace?	___	___
2. Is the employer involved in a current labor dispute?	___	___
3. Does the employer have a history of frequent layoffs?	___	___
4. Are current employees being displaced or their hours reduced as a result of this proposal?	___	___
5. Does the employer presently have an employee in a layoff status who was employed in a position for which OJT training is proposed?	___	___
6. Will this OJT program deny a present employee promotional opportunity?	___	___
7. Was the employer previously involved in an OJT program within the last three years? If yes, complete the following: a. Dates of Contract: _____ b. Contract Numbers _____ c. Attach description of the performance achieved.	___	___
8. Is the employer proposing to train more than 25 percent of its regular, full-time workforce?	___	___
9. Has the employer relocated to New Mexico within the last Three years? If yes, a. Were the prior incumbents WIA or prospective WIA applicants/clients? b. Did the prior incumbents refuse relocation offers?	___ ___ ___	___ ___ ___

EXHIBIT B

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YES **NO**

10. Is the employer a current or prior LWDB member or does the employer employ a current or prior LWDB member?

If yes, has the appropriate WDB Executive Committee approved OJT for this employer?

11. Is this employer part of the public sector? If yes,

a. Is it a Federal agency or part of the Postal Service?

b. Does approval of this contract cause the Grant Recipient to exceed the ratio of public employees to private employers within the Workforce Development Area?

Comments are required for “YES” answers to the above questions:

SECTION II: OCCUPATIONAL ELIGIBILITY

Comments are required for “YES” answers to inquiries 2, 3, 4, 5, 6, and 8, and for “NO” answers to inquiries 1, 7, 9, and 10.

YES **NO**

1. Is the occupation one in which there exists or it is anticipated that there will exist a skill shortage? If no, explain:

YES NO

2. Is the occupation seasonal, intermittent, or temporary? If yes, explain: ___ ___

3. Does the occupation involve payment in the form of a commission? If yes, explain: ___ ___

4. Does the occupation include political or religious activity? If yes, explain: ___ ___

5. Is the occupational S.V.P. below a level 3? If yes, explain: ___ ___

6. Is the OJT training and employment proposed for less than 30 hours per week? ___ ___

If yes,

a. Is training proposed for handicapped individuals or youth engaged in school-to-work transition or other individual in need of part-time employment? ___ ___

b. Identify which:

7. Is the occupation for higher than the minimum wage? If no, explain: ___ ___

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- | | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 8. Is the occupation in a profession that requires a license?
If yes, is the obtaining of a license included as part of the training outline? | ___ | ___ |
| 9. Is the employer's place of training in accordance with appropriate safety, sanitary, and healthy working conditions? If no, explain: | ___ | ___ |
| 10. Does the occupation include benefits equal to those received by similarly employed employees? If no, explain: | ___ | ___ |

SECTION III: CLIENT ELIGIBILITY

Once a client has been identified for potential enrollment the following must be checked:

Name of Client: _____ SSN _____

- | | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 1. Has the client been certified as WIA eligible by the One-Stop Center? | ___ | ___ |
| 2. Has the One-Stop Center completed an Objective Assessment (OA) and Individual Service Strategy (ISS) or Individual Employment Plan (IEP) for the client? | ___ | ___ |
| 3. Is OJT indicated as appropriate for this client? | ___ | ___ |
| 4. Does the client possess skills relating to the occupation for which training is proposed?
If yes, are these skills excluded from the OJT training outline? | ___ | ___ |

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5. Was the client previously employed by the employer? If yes, YES NO
Occupation: _____
Dates: _____
Reasons for termination: _____

6. Identify the barriers to employment that are possessed by the client.

7. Does the OA and ISS/IEP state that the barriers identified above have been resolved or can be resolved during the OJT period? _____

8. Does the OJT client meet the requirements of OJT-ready? _____

9. Is the client related to the employer or any of its officers, employees, or agents? If yes, explain _____

10. Other comments:

OJT CONTRACT SIGNATURE SHEET

Please type or print:

1. GRANTEE/SUBGRANTEE: Name: _____ Address: _____ City: _____ ZIP: _____ Phone: _____	2. CONTRACTOR: Name: _____ Address: _____ City: _____ ZIP: _____ Phone: _____	3. Adult Dislocated Worker Out-of-School Youth Contract Number: _____
4. AGREEMENT: This agreement is made and entered into by and between _____, Hereinafter referred to as the Grantee, or Subgrantee, and _____, Hereinafter referred to as the Contractor. This Agreement consists of eight (8) EXHIBITS, namely a Signature Sheet, Contractor Information Sheet, Job Description and Training Schedule, Cost Allocation Summary, Provisions and Assurances, Modification Sheet, Monthly Progress Report/Invoice, and Time, Attendance and Evaluation Report. Fund obligation for contracts spanning more than one (1) Program Year is predicted on availability of funds from obligational authority.		
5. EFFECTIVE DATES: From: _____ Mo. Day Year To: _____ Mo. Day Year	6. TOTAL CONTRACT AMOUNT: PY _____ \$ _____ PY _____ \$ _____	7. NUMBER OF TRAINEES: _____
8. RECOMMENDED FOR GRANTEE/ SUBGRANTEE		

NOTE: THIS OJT CONTRACT SIGNATURE PAGE IS A PROTOTYPE ONLY. PLEASE REFER TO EXHIBIT H OF THIS NOTICE FOR A WIA OJT CONTRACT SIGNATURE PAGE THAT MAY BE ADOPTED.

EXHIBIT C
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OJT SERVICE VISIT REPORT

SECTION 1: EMPLOYER/CONTRACTOR INTERVIEW

	<u>YES</u>	<u>NO</u>
1. Is the OJT Employer/Contractor satisfied with the OJT Employee(s)/-Trainee(s) and the services received from the One-Stop Center? If no, explain:	___	___
2. Does the OJT Employer/Contractor require additional services? If yes, explain:	___	___
3. Is (are) the present wage(s) of the OJT Trainee(s) the amount(s) specified in the contract? If no, explain:	___	___
4. How many hours a week does the OJT Trainee(s) work? Is there a difference from hours in contract?	___	___
OJT Trainee 1: _____ OJT Trainee 2: _____ OJT Trainee 3: _____ (Include others on reverse)		
Explain if the amount of hours is <u>less</u> than the contracted amount:		
5. How many excused/unexcused absences have there been since the start date of this contract? Are these absences appropriate?	___	___
OJT Trainee 1: _____ OJT Trainee 2: _____ OJT Trainee 3: _____		
Explain if an inappropriate number of absences occurred:		

EXHIBIT D
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SECTION II: OJT TRAINEE INTERVIEW

- | | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| 1. Is the OJT Trainee satisfied with the training received to date?
explain: | — | — |
| 2. Does the OJT Trainee have a copy of the training outline
(job description) and has it been explained to him or her?
If no, explain: | — | — |
| 3. Is the training outline being followed? If no, explain: | — | — |
| 4. Are there additional services required by the OJT Trainee?
If yes, explain: | — | — |
| 5. What is the OJT Trainee's present wage? _____
Is this amount consistent with the amount specified in the
contract?
If no, explain: | — | — |
| 6. What are the OJT Trainee's work hours per week? _____
Is this amount consistent with the amount specified in the
contract?
If no, explain: | — | — |

EXHIBIT D
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OJT ON-SITE COMPLIANCE REVIEW

SECTION I: OJT EMPLOYER/CONTRACTOR REVIEW	<u>YES</u>	<u>NO</u>
1. Does the OJT Employer/Contractor have a signed copy of the OJT contract and, if applicable, modifications? If no, explain:	___	___
2. Has the OJT Employer/Contractor read and does he/she understand the terms and <u>Provisions and Assurances</u> of the contract? If no, explain:	___	___
3. Does the OJT Employer/Contractor have available OJT monthly invoices, time and attendance reports and other supporting records pertaining to the OJT reimbursement? If no, explain:	___	___
4. Is the OJT Employer/Contractor satisfied with the OJT Trainee(s) and the services received from the One-Stop Center? If no, explain:	___	___
5. Has the training outline been clearly communicated to the OJT Trainee (s), supervisors, and trainers? If no, explain:	___	___
6. Did the OJT Trainee (s) receive a thorough introduction to the company on personnel matters, (e.g., time cards, locker, meals, breaks, pay days, benefits, etc.) and company-related activities (e.g., policies, labor agreements, products/services, processes, fellow employees, etc.)? If no, explain:	___	___
7. Is everything needed to perform the job (e.g., equipment, tools, materials, supplies, etc.) readily available and in good working order? If no, explain:	___	___
8. Is/are the OJT Trainee(s) working in the occupation(s) specified in the OJT contract and at the specified wage rate(s)? If no, explain:	___	___
9. For the OJT Trainee(s) who completed the program, is/are the wage(s) that is/are specified in the OJT contract as the ending wage(s) being paid to the OJT Trainee(s)? If no, explain:	___	___
10. Is/are the OJT Trainee(s) working in the required number of hours as specified in the OJT contract? If no, explain:	___	___

EXHIBIT E
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	<u>YES</u>	<u>NO</u>
11. Is/are the training outline(s) being followed as specified in the OJT contract? If no, explain:	___	___
12. Is/are the OJT Trainee(s) demonstrating the capacity to learn and apply the new skills and knowledge called for in the OJT training outline(s)? If no, explain:	___	___
13. Has/have the OJT Trainee(s) received instruction on safe work practices? If no, explain:	___	___
14. Are there any known adverse working conditions that may Negatively affect the OJT Trainee's(s') continued performance? If yes, explain:	___	___
15. Have there been any attendance and/or punctuality problems? If yes, explain:	___	___
16. Does the turnover rate of OJT Trainees exceed the OJT Employer/Contractor's normal turnover rate? If yes, explain:	___	___
17. Do the worksite and working conditions appear safe and sanitary? If no, explain:	___	___
18. Is there an established process for resolving internal grievances or problems that may arise in fulfilling this OJT Contract? If no, explain:	___	___
19. Has this process been used during this contract period? If yes, explain:	___	___
20. Are there foreseen constraints/circumstances affecting the OJT Employer/Contractor that could prevent the contract from Reaching its scheduled conclusion? If yes, explain:	___	___
21. Does the OJT Employer/Contractor have any recommendations as to how the OJT program may be improved? If yes, explain:	___	___
22. How did the OJT Employer/Contractor learn about the OJT program?	___	___

EXHIBIT E
Page 2 of 4

SECTION II: OJT TRAINEE INTERVIEW

	<u>YES</u>	<u>NO</u>
1. Is the OJT Trainee aware of what the OJT program is trying to achieve? If no, explain:	___	___
2. Is the OJT Trainee engaged in the training occupation and at contractual rate of pay? If no, explain:	___	___
3. Has the OJT Employer/Contractor reviewed the training outline with the OJT Trainee? If no, explain:	___	___
4. Did the OJT Trainee receive a thorough introduction to the company on personnel (e.g., time cards, locker, meals/breaks, policies, pay days, benefits, etc.) and company-related activities (e.g., policies, labor agreements, product/services, processes, fellow employees, etc.)? If no, explain:	___	___
5. Has the training outline been followed? If no, explain:	___	___
6. Is there adequate supervision and instruction provided? If no, explain:	___	___
7. Is everything needed to do the job (e.g., equipment, tools materials, supplies, etc.) readily available and in good working order? If no, explain:	___	___
8. Is the OJT Trainee satisfied with the OJT Employer/Contractor and the training received? If no, explain:	___	___
9. Has the OJT Trainee's supervisor and/or trainer been helpful and supportive throughout the training process? If no, explain:	___	___
10. Are there additional services that the OJT Employer/Trainee feels could be provided by the OJT Contractor or the One-Stop Center to assist him or her in the OJT training program? If yes, explain:	___	___
11. Has the participation in this OJT training program helped the OJT Trainee to acquire new skills? If no, explain:	___	___

EXHIBIT E

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- | | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 12. Has the OJT Trainee ever worked or been trained in the occupational area for which he/she is currently being trained? If yes, explain: | ___ | ___ |
| 13. Does the OJT Trainee consider this OJT program to be appropriate with his/her interests, aptitudes, and abilities? If no, explain: | ___ | ___ |
| 14. Have personal problems made it more difficult for the OJT Trainee to perform the job? If yes, explain: | ___ | ___ |
| 15. Has the OJT Trainee been discriminated against? If yes, explain: | ___ | ___ |
| 16. Has the OJT Employer/Contractor informed the OJT Trainee of the grievance procedures that may be followed? If no, explain: | ___ | ___ |
| 17. Has the OJT Trainee read and signed the grievance procedures available through the One-Stop Center? If no, explain: | ___ | ___ |
| 18. Have there been times when the OJT Trainee has used this process? If yes, explain: | ___ | ___ |
| 19. Is the OJT Trainee aware that this OJT program is funded with Federal funds under the program called the Workforce Investment Act? If no, explain: | ___ | ___ |
| 20. Are there additional or different services that, if available from the OJT Employer/Contractor or the One-Stop Center, would assist the OJT Trainee in the OJT training program? If yes, explain: | ___ | ___ |
| 21. Does the OJT Trainee consider the workplace to be free of hazardous or unsanitary conditions? If no, explain: | ___ | ___ |
| 22. Were safety procedures discussed with the OJT Trainee? If no, explain: | ___ | ___ |
| 23. Has the OJT Trainee been required to participate in political activities? If yes, explain: | ___ | ___ |
| 24. What was the OJT Trainee's occupation and wage rate prior to this OJT Program? What is the current rate? | ___ | ___ |

EXHIBIT E

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PRE-AWARD REVIEW FOR RELOCATING ESTABLISHMENTS

Date: _____	_____ Relocated Establishment	
	_____ Expanded Establishment	
_____ Name of Relocated or Expanded Establishment		
_____ Former Name(s) of Relocated Establishment		
_____ Street Address		
_____ City, State and Zip Code		
_____ Authorized Representative		_____ Title

Note: On-the-job training is prohibited with employers who have relocated their facilities, or portions of their facilities, until 120 days have elapsed since the commencement of operations at the relocated site if such relocation results or resulted in a loss of employment for any employee of such establishment at the original location. In order to be considered for an on-the-job training contract, the One-Stop Center is to conduct this pre-award review to assist in determining if the relocation of an establishment has resulted in such unemployment.

1. Date the establishment moved to the Workforce Development Area: _____
2. Labor market area from which the establishment moved: _____
3. How many employees were employed at the previous location? _____
4. How many employees were affected by this relocation? _____
5. How many affected employees were afforded the opportunity to transfer to the new location? _____
6. How many employees actually transferred or have plans to transfer? _____
7. How many affected employees were or are eligible for retirement? _____
8. How many employees actually retired or have plans to retire? _____
9. For those affected employees declining transfer opportunities or ineligible for retirement, what effort did the company make to provide alternative employment opportunities or otherwise provide separation assistance?

10. How many of the affected workers are eligible for and have applied for employment insurance? _____
11. Additional comments (Please use reverse side): _____

Signature of Employer Authorized Representative

Date

Signature of Service Provider Representative

Date

OJT EMPLOYEE/TRAINEE TRAINING TIME
DOCUMENTATION RECORD

SECTION I: IDENTIFYING INFORMATION

a. OJT Employee/Trainee:	_____
b. OJT Contractor/Employer:	_____
c. Employee Job Title:	_____
d. DOT or OES Job Title:	_____
e. DOT or OES Code:	_____
f. SVP Level:	_____

SECTION II: TRAINING TIME DETERMINATION

A. Enter the maximum hours allowed under the Occupational Rating System (ORS).

B. Enter the hours supported by the OJT Contractor/Employer training outline.

C. Enter the lower of the maximum hours allowed under the ORS or the hours supported by the OJT Contractor/Employer training outline.

D. Enter the amount of training hours to be reduced because of the OJT Employee/Trainee's previous work experience, education or training background. (-) _____
Specify: _____

E. Enter the amount of additional hours that are added for a participant with a disability/disabilities. (+) _____
Specify: _____

F. Total hours allowed for OJT training. _____

Signature of Contract Representative

Date

OJT EMPLOYEE/TRAINEE
TIME DOCUMENTATION RECORD INSTRUCTIONS

This form is to be completed with input from Contractor/ Employer and OJT Employee/Trainee when negotiating an OJT contract.

SECTION I: IDENTIFYING INFORMATION

The OJT Contract Specialist completes the identifying information by recording the name of the OJT Employee/Trainee, the OJT Contractor/Employer and the job title for the occupation in which employment and training is to be offered. The OJT Contract Specialist determines the Dictionary of Occupational Titles (DOT) job title and DOT code or the Occupational Employment Statistics (OES) job title and OES code for the occupation. The OJT Contract Specialist determines the Specific Vocational Preparation (SVP) level associated with the DOT or OES Code.

SECTION II: TRAINING TIME DETERMINATION

- A. The OJT Contract Specialist then refers to the Occupational Rating System (ORS) to determine the maximum number of training hours allowed for this SVP level and enters this amount (see ORS table).
- B. The OJT Contract Specialist enters the number of hours specified on the OJT Contractor/Employee's OJT training outline.
- C. The OJT Contract Specialist then enters the lower of line "A" or "B." The number of hours on this line represents the unadjusted training time permitted for the contract. It can be either the maximum allowed under the ORS or the actual number of hours proposed by the OJT Contractor/Employer, provided that these latter hours do not exceed the maximum. (For example, a particular occupation may provide for a maximum of 640 hours under the ORS, but the OJT Contractor/Employer specifies a total of 590 hours of training on the training outline. In this example, the 590 hours is entered on line "C" and represents the unadjusted training time permitted. In another example, the maximum time under the ORS may be 640 hours, but the OJT Contractor/Employer specifies 720 hours on the training outline. In this case, the 640 hours is entered on line "C" and represents the unadjusted training time permitted.)

EXHIBIT G

Page 2 of 3

The OJT Contract Specialist will then evaluate the OJT Employee/Trainee’s previous work experience and education and training background to reduce the unadjusted training hours. Space is provided on the form to identify the number of hours to be reduced from the unadjusted training time and entered on line “D”.

D. In instances where the OJT Employee/Trainee has a disability that requires training time in excess of that needed by an individual without such a disability, the OJT Contract Specialist may determine that additional hours are justified and will contribute to the success of the OJT program. These additional hours are to be identified on line “E”, supported by the Individual Service Strategy and referenced on the lined space provided on the form.

E. The OJT Contract Specialist will then subtract line item “D” from “C” and add any additional hours recorded on line “E”. The result is entered on line item “F” and represents the amount of training time authorized in the OJT Contract for the OJT Employee/Trainee.

NOTE: Local Workforce Development Boards are to establish maximum time by month and or hours, including any additional time spent in related classroom training during which wages are paid to the OJT Employee/Trainee by the OJT Contractor/Employer.

OCCUPATIONAL RATING SYSTEM (ORS)

SPECIFIC VOCATIONAL PREPARATION LEVEL (SVP)	MAXIMUM TRAINING HOURS
1	No OJT training permitted
2	160
3	320
4	640
5	800
6	960
Over 7	1040

The table above shows 1,040 hours as the maximum amount of training hours allowed for on-the-job training. The maximum training hours allowed may be exceeded in certain situations. For example, additional time may be granted for OJT employees/trainees who have a disability or disabilities, and require additional time to complete the OJT training. In no event, however, shall the maximum 1,040 training hours be exceeded.

**WORKFORCE INVESTMENT ACT
OJT CONTRACT SIGNATURE SHEET**

TYPE OR PRINT:

1. GRANTEE/SUBGRANTEE Name: Address: Telephone/FAX:	2. CONTRACTOR Name: Address: Telephone/FAX:	3. PARTICIPANT TYPES Adult Dislocated Worker Out-of-School Youth Contract Number:
4. AGREEMENT This Agreement is made and entered into by and between _____ hereinafter referred to as the Grantee, or Subgrantee, and _____ hereinafter referred to as the Contractor. This Agreement consists of eight (8) EXHIBITS, namely: a Signature Sheet, contractor Information Sheet, Job Description and Training Schedule, cost Allocation summary, Provisions and Assurances, Modification Sheet, Monthly Progress Report/Invoice, and Time Attendance and Evaluation Report. Fund obligation for contracts spanning more than one (1) Program Year is predicated on availability of funds from obligational authority.		
5. EFFECTIVE DATES From: _ Month Day Year To: _ Month Day Year	6. TOTAL CONTRACT AMOUNT PY _____ \$ PY _____ \$	7. NUMBER OF TRAINEES
8. RECOMMENDED FOR GRANTEE/SUBGRANTEE WIA Contract Rep Signature: Date Contract Manager Signature: Date	9. GRANTEE/SUBGRANTEE OFFICE Name: Address: Telephone:	
10. AUTHORIZING SIGNATURES AND TITLES a. Approved for Contractor by: Name: Title: I have reviewed, received orientation on, and understand applicable Directives and Provisions and Assurances of this Contract and agree to comply with them. _____ Signature of Authorized Official Date	b. APPROVED FOR GRANTEE or SUBGRANTEE by: Name: Title: Copies of OJT-applicable Directives have been provided to the Contractor and have been fully explained. _____ Signature of Grantee/Subgrantee Final Authority Date	
11. CERTIFYING SIGNATURE FOR CORPORATION (Complete if appropriate) I, _____, certify that I am the _____ of the Corporation named as the Contractor herein, and am authorized to make binding obligations in its name. I also affirm that <u>(name)</u> _____, who approved this Contract on behalf of the Corporation is currently <u>(Title)</u> _____ of the said Corporation, and that this Contract was duly signed for on behalf of the Corporation by authority of its governing body and is within the scope of its corporate powers. Signature of Certifying Corporate Officer: _____ Date:		

EXHIBIT H
Page 1 of 2

CONTRACT SIGNATURE SHEET (WIA-16A) Instructions

Grantee/Subgrantee and Contractor identifications, respectively, are to be entered in the appropriate spaces provided at the top of the Signature Sheet.

1. **Grantee/Subgrantee.** For Grantee/Subgrantee, type the exact name, address and telephone number of the organization/agency contracting OJT services.
2. **Contractor.** Provide the exact legal name of the Contractor (employer) responsible for executing the contract, including the appropriate address, county, Zip Code and telephone number.
3. **Funding and Contract Number.** Denote the appropriate WIA funding for contract. The contract number will be issued by the approving authority.
4. **Agreement.** The names of the parties to this agreement must be entered as appropriate as identified in Blocks 1 and 2 above.
5. **Effective Date.** Enter the effective contract start and end dates. Adding an additional two weeks to the expected end date is recommended to allow for lost training time contingencies such as illness, holidays, school-authorized interruptions, etc. the start date should correspond to the date the Grantee/Subgrantee approves the contract and/or the Participant actually starts training.
6. **Total Contract Amount.** Enter the total reimbursable training cost. This should be the same as the COST ALLOCATION SUMMARY GRAND TOTAL on EXHIBIT 4. If the contract term (effective starting and ending dates) spans more than one (1) Program Year, total funding will be reflected proportionately for each applicable date.
7. **Number of Trainees.** Enter the total number of trainees provided for in the contract.
8. **Recommended for Grantee/Subgrantee.** The JTPA Contract Representative and WIA Contract Manager must certify by signing and dating where appropriate. If Contract Manager is same as Contract Representative, only one signature (Contract Mgr. Line) is necessary.
9. **Grantee/Subgrantee Office.** Enter the office name, address, zip code and telephone number.
10. **Authorizing Signatures and Titles.**
 - a. Enter the name and title of the contractor authorized official who certifies this agreement. The WIA contract Representative should review all WIA Contract Provisions and Assurances (EXHIBIT 5) with the Contractor. The Contractor must certify that he understands and agrees to all terms and conditions of the contract, including applicable Directives, prior to affixing signature.
 - b. The Grantee/Subgrantee final approval will be provided contingent upon completion of the agreement in accordance with pertinent instructions.
11. **Certifying Signature for Corporation.** This item shall be completed only if entering into an agreement with a corporation. Enter the name and position of the principal corporate officer who will provide his signature in this Block. Also, if the approving signature in *Block 10.a* is different from that of the principal corporate officer, include in the name and position of the other individual authorized by the principal officer to enter into this agreement.

EXHIBIT H

Page 2 of 2

**Workforce Investment Act (WIA)
OJT CONTRACTOR INFORMATION SHEET**

1.	TYPE OF ORGANIZATION <i>(Check as applicable boxes)</i> Profit ! Individual Employer ! Other (Explain) ! Private Non-Profit ! Corporation ! Public Agency ! Partnership !																		
2.	TYPE OF BUSINESS <i>(Specify whether "product" or "Service" and identify specific service or product)</i>																		
3.	ADEQUACY OF FACILITY FOR TRAINING Does the Contractor have the necessary staff, equipment, material and space to provide the training in this contract? Yes ! No !																		
4.	TOTAL NUMBER OF EMPLOYEES Permanent Full-Time !!!! Permanent Part-Time !!!! Temporary !!!!																		
5.	CONTRACTOR NUMBERS (See WIA OJT CONTRACT PROVISIONS AND ASSURANCES NO. 26) Applied For: Month Day Yr. a. Internal Revenue Service Identification Number _____ b. New Mexico CRS Identification Number: _____ c. New Mexico Unemployment Insurance (UI) Number: _____																		
6.	TRAINING FACILITY ACTUAL LOCATION <i>(If more than one, list separately on reverse)</i> Also note name(s), title(s) and telephone number(s) of person(s) who will be responsible for the maintenance of this contract:																		
7.	CURRENT OR PREVIOUS OJT PARTICIPANTION Does the Contractor have a current or has it had a WIA OJT contract within the last five (5) years? Yes ! No ! If Yes, enter for each contract: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Contract No.</i></th> <th style="text-align: left;"><i>Active</i></th> <th style="text-align: left;"><i>Terminated</i></th> <th style="text-align: left;"><i>No of Positions Authorized</i></th> <th style="text-align: left;"><i>No of Positions Filled</i></th> <th style="text-align: left;"><i>No of Positions Transitioned into the Regular Workforce</i></th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	<i>Contract No.</i>	<i>Active</i>	<i>Terminated</i>	<i>No of Positions Authorized</i>	<i>No of Positions Filled</i>	<i>No of Positions Transitioned into the Regular Workforce</i>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
<i>Contract No.</i>	<i>Active</i>	<i>Terminated</i>	<i>No of Positions Authorized</i>	<i>No of Positions Filled</i>	<i>No of Positions Transitioned into the Regular Workforce</i>														
_____	_____	_____	_____	_____	_____														
_____	_____	_____	_____	_____	_____														
8.	OTHER SUPPORT FOR TRAINING SPECIFIED Has Contractor applied for or is it receiving any other financial or in-kind support the training specified in this contract? If so, specify source.																		
9.	COLLECTIVE BARGAINING AGREEMENT(S). Is the Contractor party to a collective bargaining agreement? YES ! NO !. If YES, has there been concurrence, in writing, by the appropriate bargaining agent concerning the training provisions of this contract? YES ! NO !																		
10.	JOB RETENTION Has the Contractor assured that there is reasonable expectation of job retention for the trained Participant(s) following the training period? YES ! NO !																		
11.	WORKERS' COMPENSATION (See WIA OJT CONTRACT PROVISIONS AND ASSURANCES NO. 4.a.) Are you required to provide State Worker' Compensation Insurance for Participant(s) in training? YES ! NO ! If YES, a copy of the currently policy must be attached.																		
12.	APPRENTICEABLE TRADES (See WIA OJT CONTRACT PROVISIONS AND ASSURANCES NO. 7.) Will any of the training under this contract be in an apprenticeable trade? YES ! NO !																		

EXHIBIT I
Page 1 of 2
WIA-16B

CONTRACTOR INFORMATION SHEET (WIA-16B) Instructions

This Form is to be completed in collaboration with the Contractor.

1. **TYPE OF ORGANIZATION.** Check whether the organization is a profit, private non-profit, or public agency. Specify the legal status of the organization
2. **TYPE OF BUSINESS.** Specify "Product" or "Service" and the specific type of product or service provided by the Contractor.
3. **ADEQUACY OF FACILITY FOR TRAINING.** Indicate whether Contractor staff, equipment, materials and space are adequate to provide the training outlined. If "NO" is indicated, further development and negotiation of this contract shall discontinue.
4. **TOTAL NUMBER OF EMPLOYEES.** Enter the number of permanent full-time, permanent part-time and temporary employees sustained by the Contractor.
5. **CONTRACTOR ID NUMBERS.** Employers' identification numbers assigned by the Internal Revenue Service (IRS), New Mexico Taxation and Revenue Department Combined Report Systems (CRS) and New Mexico Unemployment Insurance (UI) Bureau should be entered by Contractor. See EXHIBIT 5, OJT Contract Provisions and Assurances No. 26.
6. **TRAINING FACILITY ACTUAL LOCATION.** Provide the actual location(s) where training is to occur. Also list the name(s), title(s), and telephone number(s) of person(s) responsible for assisting with the execution of this Contract (i.e., those authorized to sign off on invoices and timesheets.
7. **CURRENT OR PREVIOUS OJT PARTICIPATION.** The Contractor will indicate if it has a current OJT Contract or has had one within the past five (5) years. If "YES" is checked, please complete the required information as shown. If information regarding a previous contract cannot be recalled or is not available, the Grantee/Subgrantee negotiating official may assist by contacting the Job Training Division in Santa Fe, or the Local Board as appropriate.
8. **OTHER SUPPORT FOR TRAINING SPECIFIED.** The Contractor will indicate if it is receiving any additional financial assistance for the training to be offered under this contract. If so, specify source.
9. **COLLECTIVE BARGAINING AGREEMENT(S).** The Contractor will indicate if it is a party to one or more collective bargaining agreements. If so, it should be indicated, in writing, whether there is approval from the bargaining agent to enter into an OJT contract. Refer to EXHIBIT 5, OJT Contract Provisions and Assurances No.6.e. and 27.
10. **JOB RETENTION.** Indicate whether there is a reasonable expectation that the trainee(s) will be retained upon completion of the contract.
11. **WORKERS' COMPENSATION.** Indicate whether the Contractor is required to provide Workers' Compensation for all trainees if the business or organizational work force consists of three (3) or more full-time permanent employees.

The Grantee/Subgrantee must provide coverage if required by law to do so. A copy of the current Workers' Compensation Certificate must accompany the OJT Contract. It is the responsibility of the WIA Contract Representative or equivalent official to monitor the Contractor's adherence to this requirement. Non-Adherence will result in termination of the contract. See EXHIBIT 5, WIA Contract Provisions and Assurances No. 4.a.

12. **APPRENTICEABLE TRADES.** Indicate whether training is an apprenticeable trade. If so, the Contractor must agree to cooperate with a representative of the New Mexico state Apprenticeship Council as appropriate. Refer to EXHIBIT 5, WIA Contract Provisions and Assurances No. 7. NOTE: Any apprentices involved in public works projects (i.e., projects funded by federal, state, or local government), must be paid the prevailing federal wage rate for apprentices in that given area of training. This cannot be negotiated ! Refer to EXHIBIT 5, OJT Contract Provisions and Assurances No. 3. Check with the New Mexico Department of Labor, Labor and Industrial Division, prior to entering into a contract for apprenticeship training to determine if this applies to the training provided under the OJT Contract.

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WORKFORCE INVESTMENT ACT (WIA)

OJT JOB DESCRIPTION AND TRAINING SCHEDULE

1. **GENERAL:** The OJT Contract Representative (or equivalent official) will provide a copy of this page to each participant in training.

Occupation:

DOT Code (actual or nearest to job description):

Hourly Training Wage: \$ _____

<p>2. JOB DESCRIPTION AND TRAINING SCHEDULE: Identify job to be trained for by job title. For each title, provide a description of the job, its responsibilities, specific skills to be learned by each participant, and the length of time judged necessary to learn each skill. A separate WIA-16C is to be completed for each different job title</p>		
<p>JOB TITLE</p>	<p>JOB DESCRIPTION, RESPONSIBILITIES, SPECIFIC SKILLS</p>	<p>NO. OF TRAINING HOURS REQUIRED</p>
Empty space for job descriptions		
<p>3. CONTRACTOR ACKNOWLEDGMENT I have explained the above information to the Participant:</p> <p>_____</p> <p>OJT Contractor Supervisor Signature</p> <p>_____</p> <p>OJT Contractor Supervisor Name (Type or Print)</p> <p>_____</p> <p>Date</p>	<p>4. PARTICIPANT ACKNOWLEDGMENT I have examined and understand the above information:</p> <p>_____</p> <p>OJT Participant Signature</p> <p>_____</p> <p>OJT Participant Name (Type or Print)</p> <p>_____</p> <p>OJT Participant Social Security Number</p> <p>_____</p> <p>Date</p>	

EXHIBIT J
Page 1 of 2

JOB DESCRIPTION AND TRAINING SCHEDULE (WIA-16C) INSTRUCTIONS

1. **GENERAL.** Enter the appropriate occupation from the Dictionary of Occupational Titles (DOT) book and the related DOT Code. Actual job descriptions may vary somewhat from the DOT occupational description, and this is normal from employer to employer. Use the DOT code that most closely describes the occupation. The principal to follow is to produce a job description which is individualized to the Contractor's actual requirements. Also enter the hourly wage that will be paid for the occupation.
2. **JOB DESCRIPTION AND TRAINING SCHEDULE.** List each Participant's job titles, duties, responsibilities and exact skills to be learned, all as specifically as possible. The Contractor should be able to provide an accurate job description of the occupation in which training is to be conducted. If WIA OJT Contract Representative staff assist in preparing this description, their on-site observation of the actual job is vital to insuring that the job description is accurate.

Both the OJT Contractor Supervisor and the WIA Participant shall sign this document. The Participant's name and Social Security Number shall be typed or printed on the lines provided. The WIA Contract Representative shall provide the Participant and the Contractor with a copy of the signed document. A separate copy shall be kept in the participant folder.

The following elements should be clearly incorporated:

- a. Specific skills for the actual job should be described rather than simply a restatement of what is found in the DOT. The advantage is that both the Participant and the Contractor will focus on training in skills rather than simply on employment in a job.
 - b. A logically sequenced outline of the training to be provided. This is to ensure that the Participant can progress from easier to more complicated tasks.
 - c. The Job Description and Training Schedule should incorporate the relevant skills, experience, and education of the Participant as documented in the Employment Development Plan (**EDP**) or other appropriate individual training plan.
 - d. The Job Description and Training Schedule must specify the length of time planned for the learning of the listed tasks/skills, using the Specific Vocational Preparation (SVP) book as a guide. However, it is understood that individual differences in the rate of learning are likely to occur. Thus, adjustments to the length of training period (No. of Training Hours Required) as prescribed in the SVP book may be necessary under certain circumstances. Wide variances should be explained and justified.
 - e. The Job Description and Training Schedule should reflect the specific duties to be performed and responsibilities of the trainee.
3. **CONTRACTOR ACKNOWLEDGMENT.** The OJT Contractor Supervisor will affix signature and date as shown.
 4. **PARTICIPANT ACKNOWLEDGMENT.** The OJT Participant will affix signature, Social Security Number, and date as shown.

WORKFORCE INVESTMENT ACT (WIA)

Program Year: _____

OJT COST ALLOCATION SUMMARY

From: _____
 Month Day Year

To: _____
 Month Day Year

The following formula is used to determine reimbursements to the Contractor. Reimbursement is only for the training costs which are over and above those normally by the Contractor. Reimbursement shall not exceed 50% of the Participant's wages.

(1)	(2)	(3)	(4)	(5)	(6)		
Participant's Name Social Security No. Occupational Title	DOT Code	Wage Rate Per Hour	Hourly Reimbursement Cost Per Each Position	Total Training Hours Allowed Per Each Position (SVP)	Total Cost Per Participant (Col. 4 x Col.5) a. Adult	Dislocated b. Worker	Out-of- School c. Youth
1.----- ----- -----							
2.----- ----- -----							
3.----- ----- -----							
4.----- ----- -----							
5.----- ----- -----							
6.----- ----- -----							
TOTALS							
						GRAND TOTAL	

COST ALLOCATION SUMMARY (WIA-16D) INSTRUCTIONS

The required information for each numbered column shall be entered as appropriate. Complete a separate Cost Allocation Summary for each different Program Year within the contract period.

1. Enter the Participant(s) name(s), Social Security Number(s), and Occupational Title(s).
2. Enter the applicable DOT Code.
3. Enter the Wage Rate Per Hour.
4. Enter the Hourly Reimbursement Cost per Position. The hourly reimbursement is subject to negotiation, but shall not exceed 50% of the trainee's wage rate.
5. Enter the Total Training Hours Allowed per Each Position. See the Specific Vocational Preparation (SVP) book.
6. Enter the Total Cost Per Participant. This is the total derived by multiplying Column 4 by Column 5. Place the computed amount in the Adult Column, (a); or Youth Column (b), as appropriate.

On the "TOTALS" line enter the sums of the costs for all the listed adult and youth columns 3, 4, and 6 positions/Participants. On the "GRAND TOTAL" line enter the combined sum of Column 6(a) and Adult, and (b) Youth.

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OJT CONTRACT
OJT CONTRACT PROVISIONS & ASSURANCES (WIA-16E)
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EXHBIT L

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1. Selection of Participants

The Contractor shall train and receive payment only for individuals who have been certified WIA-eligible and authorized for training with the Contractor by the appropriate Grantee/Subgrantee officials. (Refer to SAE State Information Notice No. 38-00 and any amendments thereto) Section 4. Action a. General Guidelines Relevant to Applicants & Participants

2. Maintenance of Effort

- a. Funds provided under this contract shall be used to supplement, rather than supplant, funds otherwise available to the Contractor. The Contractor agrees that it will continue all training efforts in existence prior to this contract and that it has not, nor will not, reduce the level of expenditure for training in any way as a result of this contract.
- b. Funds shall not be used to hire a WIA participant in any job opening:
 - (1) When any other individual in the area is on lay-off from the same or substantially equivalent job; or
 - (2) When the Contractor has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a Participant whose training costs will be subsidized by this WIA contract; or
 - (3) of a Participant would infringe on the promotional opportunities of any regular employee; or
 - (4) When any currently employed worker of the Contractor would be displaced by a WIA participant, including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits.

3. Wages to Participants

Payment to WIA Participants shall be on a schedule consistent with that of the contractor's regular work force. The Contractor shall compensate the Participant (including periodic increases), the higher of:

- a. The current Federal minimum wage
- b. The State or local minimum wage for the most nearly comparable covered employment;
- c. The prevailing rate for persons employed in similar occupations by the Contractor;
- d. inexperienced workers in the same occupation is new to the Contractor's establishment, the prevailing entrance rate for the occupation among other The minimum entrance rate for establishments in the community or area, or any minimum rate required by an applicable collective bargaining agreement;
- e. The contract rate, if higher than any of the above;
- f. All Participants working as laborers or mechanics employed by Contractors or Subcontractors in any construction, alteration, or repair, including painting and decorating, or projects, building, and works which are federally assisted under WIA, shall be paid wages a rates not less than those established per the Davis-Bacon Act.

4. Benefits/Equal Standards

- a. OJT Participants shall be provided benefits, included Worker's Compensation or equivalent protection, medical and accident, insurance and income maintenance insurance, (if the latter is provided), to the same extent and to the same level as provided to others similarly employed.
 - (1) If the regular employee(s) of the Contractor are covered by a Worker's Compensation insurance policy, the WIA OJT Participant(s) shall also be covered under the Contractor's policy and at the Contractor's expense. **Note** that every employer who employs

three or more employees must carry Workers' Compensation insurance, according to State Labor Law. Questions concerning this issue may be addressed to the nearest NMDOL Labor and Industrial Division Office.

The Contractor shall provide a current Certificate of Insurance to the Grantee or Subgrantee as verification and make it a part of the contract document.

(2) If the regular employees of the Contractor are **not** covered by a Workers' Compensation insurance policy, Participant(s) shall be provided with Workers' Compensation insurance under the Grantee's/Subgrantee's Workers Compensation policy, and at the Grantee/Subgrantee's expense.

- b. OJT Participants shall also be provided health insurance, collective bargaining agreement coverage, and other benefits and working conditions at the same level and to the same extent as the Contractor's other employees who are similarly employed, where such benefits are allowed by WIA regulations and or Grantee/Subgrantee policies. These benefits may include authorized paid holiday privileges, annual leave, sick leave and other leave and fringe benefits as may be normally provided by the Contractor's policies.
- c. The Contractor shall submit quarterly unemployment insurance contribution and wage reports to the New Mexico Department of Labor, which will include those for OJT Participants.
- d. Prior to entering training/employment, the Grantee/Subgrantee will inform WIA Participants of the name of the employer, the applicable complaint and hearing procedures, and rights and benefits in connection with his employment.
- e. No WIA Participant will be required or permitted to work, be

trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and safety, as defined by the Occupational Safety and Health Act (OSEA) of 1970.

5. **Counseling**

The WIA OJT Program includes provision for employment and training services (such as employment or training-related counseling), designed to assist the WIA OJT Participant in attaining eventual unsubsidized employment. In line with this goal, the Contractor agrees to allow the Grantee/Subgrantee to conduct counseling of WIA OJT Participants during the normal work hours, as necessary. This counseling will be over and above that normally provided by the Contractor.

6. **Limitations on Individual's Activities**

a. **Nepotism**

The Contractor may not hire/place a Participant into an OJT position if the Participant is a member of the Contractor's immediate family or if the member of the Participant's immediate family would directly supervise the Participant.

For purposes of this section, "immediate family" means wife, husband, son, daughter, mother, father, sister, brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild.

b. **Political Patronage**

The contractor may not select, reject, or promote an individual based on that individual's political affiliation or beliefs

c. **Political Activities**

No individual may engage in partisan or non-partisan political activities during hours for which that individual is paid with WIA OJT funds.

d. **Sectarian Activities**

No individual may be involved in religious or anti-religious activities during hours for which

that individual is paid with WIA OJT funds. In addition, no individual placed on OJT may be employed in the construction, operation, or maintenance of such part of any facility that is used or will be used for sectarian instruction or as a place of religious worship.

e. **Labor Disputes**

- (1) No funds under the WIA shall be used in any way to either promote or oppose unionization.
- (3) No Participant shall be referred to, or placed in, an OJT position affected by a labor dispute involving a work stoppage, and no payments may be made to Contractors for the training and employment of individuals in OJT during periods of work stoppage. The Grantee/Subgrantee must be notified immediately of any work stoppage per the above.
- (4) No person shall be required to join a union as a condition for enrollment in a program funded under WIA.

7. **Apprenticeable Occupations**

If the occupation in which training is to be performed is apprenticeable, the Contractor agrees to cooperate with representative of the New Mexico State Apprenticeship Council to discuss establishment of an apprenticeship program under which the participant will be afforded the opportunity to train to the journeyworker level.

8. **Contractor Severance of Individuals**

Termination of Participants from the WIA OJT program requires Grantee/Subgrantee approval. The Contractor agrees that the participant shall not be terminated without prior notice and without giving reasonable opportunity for correction or improvement of performance. However, the Contractor retains the right to discipline, suspend, or discharge Participants from its establishment in accordance with the Contractor's established rules, policies and regulations and with any applicable collective

bargaining agreement. Appropriate documentation concerning any severance shall be made available by the Contractor to the Grantee/Subgrantee upon request. The Contractor may request a replacement for any such vacancy **within 15 days** of a Participant's severance.

9. **Grievance Procedures**

The Contractor shall use its established grievance procedures provided they meet the requirements of WIA. These include notice of the scope and availability of such procedures, notice of the procedure for processing a complaint, written notice of the disposition of the complaint and the reason(s) therefore, and written notice of the right to appeal the decision. Refer to WIA Regulations (20 CFR Part 652, et al., April 15, 1999.

If the Contractor does not have an established and approved grievance procedure the WIA OJT Participant or other individuals, shall use the procedures established by the Grantee/Subgrantee that shall be applicable to the Contractor.

All parties agree that any legal action brought in relation to this contractual agreement shall be brought before the court with jurisdiction **only after** all administrative remedies have been exhausted.

10. **Reimbursements/Payments**

The Grantee/Subgrantee shall reimburse the Contractor monthly, upon submission by the Contractor of the authorized **WIA OJT Monthly Progress Report/Invoice**. The invoice shall state the total number of work hours in that month to be reimbursed for training costs. The amount reimbursed shall equal this total number of work hours times the hourly reimbursable cost per position, in no case to exceed fifty percent (50%) of Participant's wages. Invoices shall be submitted on the last working day of each month and should be received by the Grantee/Subgrantee no later than the fourth (4th) working day of the following month. **Invoices received after the fifteenth (15th) working day of the following month shall be paid according to the Grantee/Subgrantee schedule. This includes invoices for hours worked in any preceding month.** Invoices received later than thirty (30) days from the last day (June 30) of the Program Year in which the contract was initiated and terminated shall not be reimbursed.

Payments for an individual within a job title shall not exceed the total cost allowed for that occupation. Total payments within a job title shall not exceed the maximum amount for that job title. Therefore, cumulative payments for terminated Participant(s) and any replacement(s) shall not exceed the total cost allowed for that occupation. In no event shall total payment exceed the total contract amount.

No reimbursement will be made to a Contractor for: (a) work performed outside the effective start and termination dates of the contract, or (b) during periods of work stoppage such as strikes, holidays, vacations, sick leave, weather outages, or other emergency-related closings.

11. **Time, Attendance and Evaluation Reports**

The contractor will attach to the applicable invoice the original and one (1) copy of the completed OJT Time, Attendance and Evaluation Report for each Participant for the period to be invoiced.

12. **Records**

- a. The Contractor shall maintain time and attendance records on an hourly and daily basis, signed by both the WIA Participant and his immediate supervisor. The WIA-18 and WIA-19 will constitute the payroll records that the Contractor will be required to maintain. Records documenting dates and types of leave shall also be maintained.
- b. Out-of-State Contractors (companies, partnerships, corporations) must maintain copies of their WIA OJT contracts, program employee records, and all relevant WIA OJT program records at their branch facility in New Mexico.
- c. The Contractor shall retain all financial records, and all other documents pertinent to the contract, including time and attendance records, for a period three years from the date of last reimbursement of this contract. Records shall be retained beyond the three-year period if audit findings have not been resolved, or if requested by the Grantee/Subgrantee.

The date of retention of records shall commence from the date of the payment of the final invoice. Upon request of the Grantee/Subgrantee or any authorized representative of the U. S. Department of Labor, the Contractor shall make any and all such records available for review and/or audit.

If the Contractor goes out of business, or is unable to retain the necessary WIA records, prior to an audit, all records pertaining to this OJT contract shall revert to the custody of the Grantee/Subgrantee. Such records shall be transmitted to the Grantee/Subgrantee in an orderly fashion with documents properly labeled and filed and in an acceptable condition for storage. The Contractor agrees that the Grantee/Sub-Grantee, the Local Board, the State, the U.S. Department of Labor, or any their duly authorized representatives, shall have access to and the right to examine any directly pertinent documents, papers, records, and invoices related to this contract.

13. **Continuity of Training**

Payment to the Contractor is contingent upon availability of funds to the Grantee/ Subgrantee, regardless of contract duration.

14. **Training Requirement**

The Contractor understands and agrees that training is to be conducted in the occupation(s) as outlined in this contract and, more specifically, as detailed on the Job Description and Training Schedule. The Contractor further agrees to make an earnest effort to train the individual(s), during the life of this contract, to a skill level comparable to that of other employees having similar seniority.

15. **Transition to Unsubsidized Employment**

The Contractor agrees to training the OJT Participant(s) during the life of this contract and to retain the participant(s) in regular employment upon contract completion.

16. **Non-discrimination, Affirmative Action and Equal Opportunity**

- a. No person shall be discriminated against on the grounds of race, color, religion, sex or sexual

preference, national origin, age, handicap (disability), political affiliation or belief, reprisal for filing a grievance, testifying or agreeing to testify in any investigation or proceeding related to WIA; or denying benefits to any individual to which that individual is entitled. Nor shall they be denied employment as an employee, administrator, or staff person, in connection with any program under the Workforce Investment Act.

- b. The Contractor agrees to cooperate with the Grantee/Subgrantee in making every effort to provide employment and training opportunities on an equitable basis to the eligible population based on age, race, sex, and national origin to the level that these are identified as "significant segments" of the population within the applicable contract.
- c. Neither party to this contract shall charge an Applicant or Participant a fee for the referral or placement of said Applicant/Participant under this contract.
- d. The Contractor understands that this contract is subject to Title IV of the Civil rights Act of 1964 (78 Stat.252) and the regulations issued thereunder which are found at 29 CFR 31. The Contractor agrees to make available to participants and applicants for training, and to other authorized interested parties, information regarding its obligations under this provision and the Act and regulations cited, at such times and in such form as the Grantee/Subgrantee may specify.

17. **Confidentiality of Information**

The Privacy Act of 1974 applies to this contract. The Contractor agrees to maintain the confidentiality of any information regarding applicants, Participants, or their immediate families that may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other sources. Without the permission of the individual, such information will be divulged only as necessary for purposes related to the performance, evaluation or compliance of the contract, to persons having responsibilities under the contract,

and to appropriate governmental authorities to the extent necessary for the proper administration of the program as permitted by law.

18. **Reassignment**

No activity, function, or responsibility under this contract may be reassigned or subcontracted without the prior written approval of the Grantee/Subgrantee. Payments to be made under this contract will be made only to the Contractor who shall be held liable for all contractual provisions and assurances.

19. **Federal Government's Obligation**

It is understood and mutually agreed that the Federal Government, when a State Grantee is a party to any contract with a Subgrantee giving that Subgrantee authority to independently develop and administer WIA OJT contracts, is not a party thereto and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this contract. Any liabilities, legal actions or disputes as may arise under this contract are between the parties hereto and will be settled in accordance with the uniform commercial code of the State of New Mexico or in such other manner as provided by State and local laws for the settlement of such contractual matters.

20. **Compliance With Laws Applicable**

The Contractor shall administer this contract in accordance with the Workforce Investment Act (WIA) of 1998 including present and any future amendments thereto, and all the regulations, procedures, policies, and standards promulgated thereunder. The contractor shall also comply with all other applicable federal, state and local laws, rules and regulations that deal with or are related to the persons who perform work or are trained under this contract.

20. **Unilateral Deobligation and Modification of Contract**

- a. Non-performance or violation of any these contract terms by the Contractor may be grounds for unilateral termination of this contract by the Grantee/Subgrantee.
- b. All modifications affecting the number of individuals, terms of the contract, changes in training types and schedules and any adjustment of total dollar obligation to the contract will

require Grantee/Subgrantee approval.

Either party may request that the contract terms be renegotiated when circumstances which were neither foreseen nor reasonably foreseeable by the parties at the time of contracting arise during the period of performance of this contract, and must be outside the control of either party.

Any changes requested or required shall be in written form only and signed by both parties to this contract.

The Contractor shall notify the Grantee/Subgrantee representative prior to any Participant promotions, demotions, terminations, or changes in training and job descriptions.

The Contractor shall forfeit any unpaid reimbursement if a Participant is terminated without prior notice and documentation to the Grantee/Subgrantee.

- c. All changes or modifications to this contract shall be bilateral, except for non-performance or violation as cited above; for modifications to deobligate contracts that have no activity or in which less than an adequate amount of training time remains for a replacement trainee; or when required by changes emanating from the U. S. Department of Labor or the **Administrative Entity** as a result of regulations, policies, funding, or as required by a change in Federal and State Law.

Modifications shall be in writing using appropriate Grantee/ Subgrantee formats.

22. **Incorporation of Contract Terms**

This contract incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been incorporated into this written contract. No agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

23. **Restriction on Relocation**

No funds may be used to assist in relocating establishments, or parts thereof, from one area to another when such relocation or location has resulted or will result in an increase in unemployment in the area of original location or any other area.

A currently relocating employer, or one who has relocated within the last twelve (12) months with otherwise OJT-qualified positions, will only be OJT-eligible for those positions for which the prior incumbents either: (a) are not themselves current of prospective WIA applicants or clients; and/or (b) refused bona fide relocation offers.

A waiver may be requested from the Administrative Entity whenever extenuating circumstances exist, such as when there is an extremely tight labor market at the prior location.

24. **Contract Approval**

The Contractor agrees that the WIA Contract Representative, or equivalent official is authorized by the Grantee/Subgrantee to negotiate the terms of this contract, to refer Applicants/Participants to the Contractor for interviews, and to identify Participants to be referred to training upon final approval and signature of the Grantee/Subgrantee or its designee.

25. **Contract Termination Clause**

a. **Termination for convenience**

The Contractor agrees that the performance of work under the contract may be terminated in whole, or from time to time, in part, by the Grantee/Subgrantee whenever they determine that such termination or suspension in the best interest of the Grantee/Subgrantee, or the Federal government. Termination of work hereunder shall be effected by delivery to the Contractor of a modification specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. In no instances shall a termination for convenience be effective in less than ten days after receipt of notice thereof.

After receipt of the termination modification, the Contractor shall

cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the modification. With respect to such cancelled commitments, the Contractor agrees to:

- (1) Settle all outstanding liabilities and all claims arising out of such cancellation of commitments, or ratify all such settlements; and
- (2) Assign to the Grantee/Subgrantee in the matter, at the time and to the extent directed by the Grantee/Subgrantee, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated. The Grantee/Subgrantee shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

The Contractor agrees that, in the event that funds authorized for expenditure by the Grantee/Subgrantee are reduced by the U. S. Department of Labor or the State of New Mexico, the Grantee/Subgrantee reserves the right to suspend or terminate this contract.

b. Termination for Cause

The Contractor agrees that if, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations

under this contract, or if the contractor shall violate any of the covenants, agreements or stipulations of the contract, the Grantee/Subgrantee shall thereupon have the right to terminate this contract, by giving written notice to the Contractor of such termination and specify the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Grantee/Subgrantee damages sustained by the Grantee/Subgrantee by virtue of a breach of the contract by the contractor, and the Grantee/Subgrantee may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Grantee/Subgrantee from the Contractor is determined.

26. Contractor Registered as Employer

The contractor, as an organized entity to provide goods to services within the state, agrees to maintain all applicable business licenses and to be responsible for the collection and payment of Federal income withholding tax and FICA for OJT Participant(s). Contractors must also be registered with the Internal Revenue Service, the New Mexico Taxation and Revenue Department and the State Unemployment Insurance Bureau. The Employer's Identification Number assigned by each of the three respective agencies must be entered on the Contractor Information sheet. Newly organized entities which do not have Employer ID Numbers, but have applied for these, must notify the Grantee/Subgrantee OJT Contract Representative, or equivalent official, immediately upon designation of Employer's ID Numbers. Failure to provide the required Employer's ID Numbers within fifteen (15) days from the contract approved date of the WIA Training Contract Signature Sheet will be basis for termination of the contract.

27. Union Concurrence and Comment

Where a labor union represents a substantial number of employees who are engaged in

similar work or training in the same area as any Participant under this contract, an opportunity shall be provided for such organization to submit comments with respect to the training provided under this contract. The Contractor attests that no activities, work, or training under this contract are in conflict with the terms and conditions of an existing collective bargaining agreement or contract for services.

The Contractor further ensures that nothing under this contract shall impair any aspect of an existing collective bargaining agreement, except that no program funded by the WIA which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the Contractor and the affected labor organization.

28. **Debarment and Suspension**

With each purchase of goods or services \$25,000 or more in the aggregate, the Contractor will submit a certification regarding any debarment, suspension, ineligibility, and voluntary exclusion for it and its principals at the time that the Contractor submits its proposal in connection with a covered transaction. Debarment or suspension with one Federal agency results in suspension or being barred from doing business with all federal agencies.

29. **Liability, Sanctions, Debt Repayments**

Contractors are responsible for funds received through this contract. Any unauthorized expenditures due to disregard or gross negligence by the Contractor will be repaid from funds other than those received through the WIA. The Contractor agrees to indemnify and hold the Grantee/Subgrantee harmless from and against liabilities, claims, losses, and expenses which arise out of or result from a violation of the Contractor's responsibilities.

30. **Monitoring Activity**

The performance of the Contractor will be monitored periodically and on a regular basis to ensure adherence to the terms and conditions of the contract. Monitoring shall include review of financial and Participant records relating to the contract, and interviews with those directly involved with the services rendered under this contract.

31. **Corrective Action**

The Management, Administration and implementation of all terms and conditions of this contract shall be performed in a manner satisfactory to the Grantee/Subgrantee. In the event that the Grantee/Subgrantee determines the Contractor's performance to be unsatisfactory, the Grantee/Subgrantee may act in its own best interest including, but not limited to:

- a. Requiring corrective action with specific time frames;
- b. Withholding payment;
- c. Disallowing inappropriate claims, payments or costs;
- d. Deobligating funds; or
- e. Terminating or suspending this contract.

32. **Retroactive Contracting**

No Participant shall work for a Contractor in the training occupation prior to the execution date of this contract.

33. **Prohibition Regarding Retirement Systems**

No funds available under this contract may be used for contributions on behalf of any Participant to retirement systems or plans.

34. **Adherence to the Clean Air Act**

The Contractor assures that it has not been convicted under the Clean Air Act (42 USC 7408) or the Federal Water Pollution Control Act (33 USC 1319(c) and that it is listed by the Environmental Protection Agency (EPA).

35. **Lobbying**

The contractor assures that no funds made available under this contract shall be used for lobbying activities.

36. **Recontracting**

The Grantee/Subgrantee shall recontract with OJT Contractors depending primarily on the effectiveness of such Contractors in delivering services based on demonstrated performance.

37. **Release**

The Contractor agrees, upon final payment of amounts due under this contract, less any credits, refunds, or rebates due the Grantee/Subgrantee, to release and discharge the Grantee/Subgrantee from the liabilities, obligations, and claims from this contract.

38. **Conflict of Interest**

The Contractor agrees that no officer, employee, or agent of the Contractor who exercises any function or responsibility in connection with this contract shall use his/her position or confidential information received through his/her employment or position to obtain financial gain.

39. **Participant/Trainee Information**

The Contractor The Contractor agrees to furnish each OJT Trainee, upon commencement of training, with a copy of the training outline and training schedule and discuss mutual expectations.

40. **Disputes**

The Contractor agrees that except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed by agreement shall be decided by the Grantee/Subgrantee, who shall reduce its decision to writing and mail or otherwise furnish a copy to the Contractor. The decision of the Grantee/Subgrantee shall be final and conclusive unless within 30 calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the WIA State Administrative Entity (SAE) a written appeal. The decision of the State for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this provision, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending a final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Grantee/Sub-Grantee or State's decision.

41. **Non-competitive Agreements**

agrees that it shall not require the OJT Trainees to sign any non-competitive agreement that would limit the future employment of the OJT Trainees in respect to any period of time and/or geographical limits.

42. **Hire-First Provision**

The Contractor agrees that the OJT Trainees will be hired prior to the start of training and reimbursement.

43. **Criminal Provisions** The Contractor agrees to be bound by all applicable Federal, State and local Criminal Provisions.

44. **Drug-Free Workplace**

The Contractor agrees to be bound by the Drug-Free workplace regulatory requirement that are specified in the Drug-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle d; 41 U.S.C. Code 8-701 et seq; 29 CFR Part 98, Federal Register 54 CFR 4946.

45. **Other Special Provisions/Assurances**

WORKFORCE INVESTMENT ACT (WIA)
OJT TIME, ATTENDANCE AND EVALUATION REPORT

1. NAME: _____ SSN: _____ CONTRACT NO. _____

2. MONTH AND YEAR: _____

a. Day on Month/Hours Worked

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

3. SPECIFIC TASKS: Performed and skills learning during the reporting month (see training outline):

4. EVALUATION REPORT: Excellent Good Needs Improvement Comments (required for Needs Improvement Rating):

- a. Attendance _____
- b. Grooming _____
- c. Attitude _____
- d. Accepts Direction _____
- e. Performance Progress _____

5. WORKSITE CERTIFICATION:

I certify that the attendance reported above is true and correct and that specific tasks performed, learned and evaluations made are based on my best judgement.

I certify that the attendance reported above is correct and that was discussed with me.

Supervisor Signature

Date

Participant Signature

Date

NMDOL USE ONLY

- CENTRAL EASTERN SOUTHWESTERN NORTHERN
- ADULT DISLOCATED WORKER OUT-OF-SCHOOL YOUTH

OJT TIME, ATTENDANCE AND EVALUATION REPORT (WIA 19) INSTRUCTIONS

1. **NAME:** Enter Participant's full name.
SOCIAL SECURITY NUMBER (SSN): Enter Participant's Social Security Number
CONTRACT NUMBER: Enter contract number assigned by Grantee/Subgrantee.
2. **MONTH AND YEAR.** Enter applicable month and year. Under appropriate DAY OF THE MONTH enter the number of actual HOURS WORKED. The total number of hours on this report for the month should correspond to the hours worked on the **OJT Monthly Progress Report/Invoice (WIA-16)**. Fractionalized hours shall be reported as a decimal. (E. g., 5 minutes = .833; 10 minutes = .167; 15 minutes = .25; 30 minutes = .50; 45 minutes = .75).
3. **SPECIFIC TASKS:** List the tasks performed and skills learned during the reporting period. These should be appropriate portion of those skills to be learned as contracted for and listed in the WIA-16C, OJT JOB DESCRIPTION(S) AND TRAINING SCHEDULE(S).
4. **EVALUATION REPORT:** Complete as applicable.
5. **WORKSITE CERTIFICATION:** The Participant's immediate supervisor will certify to attendance and the evaluation. The Participant will also certify to attendance and that the evaluation was discussed with participant.

Distribution: As noted

EXHIBIT M
Page 2 of 2

0JT MODIFICATION SHEET INSTRUCTIONS

1. **CONTRACT NUMBER.** Enter the contract number from the original contract
2. **MODIFICATION NUMBER.** Enter number for any modification to the contract beginning with 01, 02, etc.
3. **GENERAL INTENT.** Briefly explain the intent of the modification (add or decrease in number of positions/participants, wage increase, deobligation of funds for terminated contract, changes to contract period, etc.).
4. **MODIFICATION.** Check appropriate boxes. Attach a copy of the COST ALLOCATION SUMMARIES when modifying the contract amount and/or attach the JOB DESCRIPTIONS AND TRAINING SCHEDULES for additional positions.
5. **RECOMMEDED FOR GRANTEE/SUBGRANTEE.** The WIA Contract representative and the WIA Contract Manager must sign and date where appropriate.
6. **GRANTEE/SUBGRANTEE CONTRACT MANAGER LOCALE.** WIA Contract Manager's name, address, zip and telephone number.
7. **APPROVED FOR CONTRACTOR BY.** Enter the name and title of the Contractor's authorized officer who certifies to this agreement by affixing type name, title, signature and date.
8. **APPROVED FOR GRANTEE/SUBGRANTEE BY.** Enter the signature typed name, title and date for the authorized officer who certifies to approval of this agreement.
9. **CONTRACTOR.** Enter the Contractor's name, address, zip and telephone number

EXHIBIT
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WIA OJT MONTHLY PROGRESS REPORT/INVOICE

1. Contractor:		3. Date Invoice Prepared:		6. Contract Number		7. Invoice Number			
		4. Contract Period		8. WIA Funding Source: Adult Dislocated Worker Out-of-School Youth y					
2. Address (Street, City, State, Zip Code)		5. Report Period		9. Number of Participants Authorized Under this Contract:					
9. Names, SSN, Occupation		Date Employee Starts Training and Employment 9a	Termination of Date Employee Completes Training When Applicable 9b	Total Employee Training Hours Authorized Per Contract 9c	Total Employee Training Hours Worked Through this Invoice 9d	Balance of Training Hours Remaining on Contract for Employee 9e	Employee Hours Worked This Invoice ONLY 9f	Hourly Unit Cost Factor 9g	Reimbursement Earned This Invoice 9h
Name: SSN# Occupation:									
Name: SSN# Occupation:									
Name: SSN# Occupation:									
Name: SSN# Occupation:									
I hereby certify that amounts invoiced herein do not exceed the Hourly Unit Cost Factor or Number of Training Hours Per Employee as Authorized								10. TOTAL	
11. Initial Report/Invoice Interim Report/Invoice Final Report/Invoice Special Report/Invoice		Amounts Claimed on this Invoice Constitute Payments in Accordance with Terms of this Contract.			Grantee/Subgrantee Certification: Recommendation Performance Satisfactory for Payment Purposes			Total Reimbursement Earned to Date 10a.	
		12. Contractor's Authorized Signature:			13. Signature			Less Payments Received to Date. 10b	
14. All Employees Reported Above certified by Grantee/Sugrantee? Yes No If NO Explain below 16.		Title			:Print Name			Amount Claimed This Invoice 10c	
		Date			Date			Grantee/Subgrantee Payments, Adjustments if applicable 10d.	
16. Remarks					17. CENTRAL PAYMENT USE ONLY				
					a. Appropriation	b. Amount to be Paid	c. Examiner Signature	d. Date	

OJT MONTHLY PROGRESS REPORT/INVOICE INSTRUCTIONS

Distribution: As shown at base of form per pertinent internal control system of the WIA Grantee/Subgrantee. The Contractor will retain the Pink copy and mail the remaining three (3) to the designated Grantee/Subgrantee address.

Report Period. The cutoff date for preparation of invoices will be close of business on the last work day of each calendar month. The appropriate Time, Attendance and Evaluation Reports must be attached to invoices.

Responsibility for Preparation: Contractor: However, the Grantee/Subgrantee will assist as necessary. Timely submission of invoices (with required attachments) is paramount.

Submittal Requirement: All invoices must arrive at the Grantee/Subgrantee office not later than the fourth (4th) working day of the following month.

Guide for completing OJT Monthly Progress Report/Invoice:

Block 1: Name and mailing address of firm conducting training (Contractor), Contractor's reimbursement checks will be mailed to the the address shown. The address must include the Zip Code.

Block 2: Effective start and expiration dates of contract (as shown on CONTRACT SIGNATURE SHEET or modification thereto).

Block 3: Last work day of calendar month.

Block 4: Self-explanatory.

Block 5: Enter Contract Number

Block 6: Invoices will be numbered in sequence beginning with 1, then 2, 3, 4, etc. for subsequent months.

Block 7: WIA Title as entered on CONTRACT SIGNATURE SHEET.

Block 8: Number of Individuals authorized on CONTRACT SIGNATURE SHEET or modification thereto).

Block 9: Name(s) of individual(s), occupation(s), and Social Security number(s).

Block 9a: Date individual(s) began training and employment.

Block 9b: All trainees must be listed on every invoice even if they have been terminated. For each individual terminated, complete columns 9, 9a, and 9d.

Block 9c: Training hours authorized per contract for each individual. See COST ALLOCATION SUMMARY, Column (5).

Block 9d. Total cumulative training hours worked by each individual through invoice submitted.

Block 9e: Block 9c minus Block 9d

Block 9f: Enter hours worked by each individual through invoice submitted.

Block 9g: Hourly unit cost factor as authorized in contract. See COST ALLOCATION SUMMARY, Column (4).

Block 9h: Enter the product of Block 9f multiplied by Block 9g.

Block 10: Enter the total of line items in Block 9h. If the invoice includes more than one page, enter this total on the final invoice page only.

Block 10a: Enter the total of all reimbursements earned by the Contractor through the current invoice.

Block 10b: Enter the total payments received to date by the Contractor through the current invoice.

Block 10c: Block 10c must also agree with Block 10.

Block 10d: Grantee/Subgrantee use only.

Block 11: Check the appropriate box. Special report/invoice applies to corrected or amended invoices for prior reporting periods.

Block 12: Contractor's/employer's certification. This signature must be that of the contractor or an authorized representative. Authorization for signature by anyone other than the Contractor shall be conveyed in writing to the Grantee/Subgrantee using the uniform OJT CONTRACTOR SIGNATURE AUTHORIZATION which is to be kept current and on file with the Grantee/Subgrantee contract folder.

Block 13: This Block must be signed by the authorized Grantee/Subgrantee final authority or his representative prior to disbursement of funds.

Block 14: Self-explanatory.

Block 15: Enter the total of all trainee hours authorized in this contract.

Block 16: To be used by the Contractor or the Grantee/Subgrantee for any pertinent comments.

Block 17: Grantee/Subgrantee use only.