

ST. LAWRENCE COUNTY
WORKFORCE DEVELOPMENT BOARD

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**WORKFORCE INNOVATION AND
OPPORTUNITY ACT**

**ON-THE-JOB TRAINING AND
CUSTOMIZED TRAINING GUIDELINES**

Adopted by the St. Lawrence County Workforce Development Board: September 9, 2015

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September 9, 2015
ST. LAWRENCE COUNTY WORKFORCE DEVELOPMENT BOARD
Resolution No. 15-I09-15

AUTHORIZING THE ACCEPTANCE AND ADOPTION OF BYLAWS, POLICIES AND PROCEDURES, CONTRACTS AND LEASES/SUBLEASES, ADOPTED BUDGETS AND OTHER FINANCIAL RESPONSIBILITIES, TOGETHER WITH ALL OTHER CONTINUING RESPONSIBILITIES AND POWERS, FROM THE ST. LAWRENCE COUNTY WORKFORCE INVESTMENT BOARD

WHEREAS, coming into compliance with the Workforce Innovation and Opportunity Act of 2014 (WIOA) requires that Workforce Investment Boards become Workforce Development Boards; and

WHEREAS, WIOA has mandated several other changes in the organization of Workforce Investment Boards; and

WHEREAS, the St. Lawrence County Workforce Investment Board took actions at its June 10, 2015 meeting to initiate all these changes and to transfer its WIOA-compliant operations to the St. Lawrence County Workforce Development Board (WDB) ; and

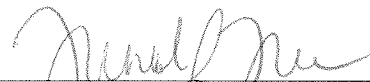
WHEREAS, at its August 3, 2015 meeting the St. Lawrence County Board of Legislators (BOL) took official action to replace the temporary WDB it had appointed at its July 7, 2015 meeting with membership that was fully compliant with WIOA requirements; and

WHEREAS, both the County BOL and the WDB recognize that the WDB is and should be the successor in due course to the WIB;

WHEREAS, now that a WIOA-compliant WDB is in place, it is appropriate and prudent for the WDB to officially accept and adopt the bylaws and all the policies and procedures, contracts and leases/subleases, and adopted budgets and other financial responsibilities, together with all other continuing responsibilities and powers, from the WIB ; and

NOW, THEREFORE, BE IT RESOLVED that the St. Lawrence County Workforce Development Board does hereby officially accept and adopt the bylaws and all the policies and procedures, contracts and leases/subleases, and adopted budgets and other financial responsibilities, together with all other continuing responsibilities and powers, from the St. Lawrence County Workforce Investment Board effective on July 1, 2015 and authorizes, empowers, and directs its staff to continue to operate the workforce development system in St. Lawrence County according to the precedents established prior to July 1, 2015 when and as appropriate and consistent with WIOA.

I, Jennifer R. Free, Assistant to the Executive Director of the St. Lawrence County Workforce Development Board, DO HEREBY CERTIFY, that I have compared this copy of this Resolution, adopted September 9, 2015; with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.



Jennifer R. Free, Assistant to the Executive Director
St. Lawrence County Workforce Development Board
September 9, 2015

OPERATION OF OJT PROGRAMS

Goals and Objectives

The On-The-Job Training (OJT) Program is a contracted training service provided to a Workforce Innovation and Opportunity Act (WIOA) participant who has been hired by the employer prior to training but after registration into WIOA. This training must occur while the WIOA participant is engaged in productive work and provides knowledge or skills essential to the full and adequate performance of the job. Reimbursement to the employer under this contract is compensation for the extraordinary costs associated with training WIOA participants and in compensation for the costs associated with the lower productivity of such WIOA participants. In selecting jobs for which training will be offered, consideration will be given to those employment opportunities with a maximum potential of leading to economic self-sufficiency and upward mobility. Should participants outnumber available OJT slots or funding; the first priority in executing OJT contracts will be for Veterans and the Eligible Spouses of Veterans.

The National Emergency Grant On-the-Job Training (OJT/NEG) program shares the same goals and objectives as OJT programs using local formula funds and/or Trade Act funds, however; OJT/NEG funds are specifically to be used for those **dislocated workers, who have a date of dislocation of January 1, 2008 or later and who have been unemployed for 27 weeks or more.**

OJT Development

In order to develop an On-the-Job training opportunity, the Employment and Training Coordinator/Counselor and/or WIOA participant must make contact with an employer. The initial step in this process is to develop a list of prospective employers who might sponsor an OJT program, this includes reaching out to groups/agencies that work with various employers and might act as a resource to garner interest in OJT's.

The following techniques are to be used:

1. Direct contacts to potential employers
2. Mailings
3. Telephone contacts
4. Department of Labor Job Lead Referrals
5. OJT Solicitation Form
6. Outreach to Economic Development and Chamber of Commerce agencies.
7. Marketing and advertising OJT fund availability through local newspapers, websites etc.

In the identifying and in outreaching for eligible participants, participants will be identified during normal One Stop operations.

OJT Proposal Process and Development

Businesses that wish to apply for an OJT will contact the Employment & Training Counselor who will initiate the process. A Business Application for On-the-Job training (**Attachment N**) and Responsibility Questionnaire (**Attachment O**) will be sent to the employer (typically by email). A Due Diligence Request will be submitted to OJTDueDiligence@labor.ny.gov. The Employment & Training counselor will go online to www.dos.state.ny.us/corps/bus_entity_search.html and verify the business registration with the New York Department of State's Division of Corporations. There will also be a check of business responsibility by viewing Federal OSHA records at www.osha.gov/pls/imis/establishment.html.

Once a potential OJT program site is developed and the aforementioned documents are satisfactorily completed, the next step of program approval is completion of the OJT Proposal Evaluation Checklist by an Employment and Training Counselor (**Attachment A**). This checklist must be completed before any contract can be developed, approved, signed and the WIOA participant formally placed. If this is an OJT/NEG, a request for funds must be submitted to ojt-neg@labor.ny.gov using the appropriate DOL form (**Attachment P**). If this is a Trade Act request for funds, counselors will use the current email address for Trade Act funding. In both cases (OJT/NEG or Trade Act OJT) the final approval for the OJT will be made by DOL personnel in Albany.

A separate OJT Proposal Evaluation Checklist must be completed for each position that is proposed for OJT.

NOTE: The Workforce Development Board has approved a procedure to allow training in areas that have been determined by the New York State Department of Labor to be Non-Demand Occupations. See Attachment A Appendix 1 for guidelines.

Length of Training Time

When determining the length of training time for OJT programs, the WIOA participant's Individual Employment Plan (Use Department approved IEP – Attachment B), O*Net Classification, and training outline will be used. Training time must be tailored to fit the individual needs of the WIOA participant. Contracts written using formula funds or OJT/NEG funds will not exceed 6 months or a total of 26 weeks or a total of 1040 hours. Contracts written using Trade Act funds will not exceed 104 weeks. In either case, the length of the OJT must reflect the time required for the worker to become proficient, taking into consideration the skill requirements of the position, up to the maximum allowable training time. Skill proficiency and deficiencies shall be determined for OJT/NEG contracts by using JOBZONE.

O*Net Classification in determining length of training:

If education reads the following:

1. Short term OJT – 8 weeks to 12 weeks
2. Moderate term OJT – 13 weeks to 20 weeks
3. Long term OJT – 21 weeks to 26 weeks

4. Post-Secondary vocational training – see Short/Moderate term OJT
5. Associate degree with no related work experience – see Long term OJT
6. Bachelor degree with no related work experience – see Long term OJT
7. Work experience and degree – see Moderate term OJT
8. Master’s degree with no related work experience – see Long term OJT
9. Doctoral degree with no related work experience – see Long term OJT
10. First professional degree with no related work experience – see Long term OJT

When formula funds are used and the Local Workforce Development Area (LWDA) records substantiate that a WIOA participant has extraordinary obstacles to employment, i.e. mental or physical disabilities, the duration of training can be increased, and the hourly wage rate can be below the LWDA minimum standard wage.

Standards established for length of training:

1. OJT contracts will not be written for occupations requiring less than eight (8) weeks of training.
2. All contracts must have an hourly rate of at least 35% above the higher of the New York State or Federal minimum wage standard. Consideration for exceptions for this wage standard can be given, when formula funds are used, on behalf of older workers and WIOA participants who have mental and/or physical disabilities or other extraordinary obstacles to employment. In these special instances, the LWDB will consider part-time OJT agreements that do not exceed 499 hours. Part-time work is defined as not less than 10 or more than 29 hours per week.

Exceptions to the wage standards must be approved by the WDB Executive Director. Exceptions require written approval. Exceptions to the wage standard will be reflected in the OJT checklist.

3. OJT contracts will be written for full-time employment. Full-time employment is defined as not less than 30 hours per week.
4. Training time may be decreased due to the WIOA participant’s previous related work experience, skill development and education as documented in the file.

Contract

Only after the OJT Evaluation checklist for each WIOA participant has been completed, approved, and the Employer OJT Program Retention Policy (see General Policy #8 on page 12) conditions have been met, will the contract be processed. Components of the contract must include, as a minimum, the following:

1. Basic Contract
2. Concurrence from Bargaining Unit (if applicable)
3. OJT Training Outline
4. General Provisions Section
5. Complaint Procedure
6. A required list of business assurances

See Attachment C for example.

A separate contract will be written for each WIOA participant hired by the Employer. Reviews for each contract written will be conducted by the Supervisor. Reviews will include, but are not limited to, the following assurances:

1. WIOA participants are not hired when another individual is on layoff from the same or equivalent job, or when the employer has reduced its workforce to hire the WIOA participant.
2. A check to ensure non-enrollment of WIOA participants who are present or past employees of the employer. Exceptions may be considered for those WIOA participants being hired under a new job title.
3. Funds are not used to assist in relocating all or part of their business within the previous 120 days, where the relocation action has resulted in the loss of employment of any employee at the original location (within the U.S.)
4. WIOA participants are not employed in that part of any facility used for sectarian instruction or worship and work includes only nonsectarian activities.
5. When the employer workforce is unionized the contract includes a written collective bargaining agreement clause between the employer and the union. (See page 2 of OJT contract).
6. Workers disability compensation is provided.
7. The length of the training for formula funded, and OJT/NEG funded contracts is for no more than six (6) months or 1040 hours (unless part-time, then no more than 499 hours). Trade Act funded contracts may be written for 12 months.
8. Employment is not based solely on commission, incentive, or piece rate basis.

Upon signature of all parties, the contract must commence within 15 days or be voided. There must be at least two sets of each contract: The original of the contract goes to the St. Lawrence County One-Stop Career Center and the copy goes to the contractor.

Modifications

A contract modification (Attachment D) must be completed when any of the following exist:

1. Signatories of a current contract change.
2. Any change in compensation for the employer or WIOA participant.
3. Modification of training provided.
4. Extension on ending date of contract.
5. Modifications to allow for pay raises are authorized only when it can be demonstrated the amount and complexity of training has also increased.

Employer Selection

The OJT/NEG program provides funding for OJT with those employers engaged in private for-profit and not-for-profit businesses. They cannot, however, be used to fund OJTs with gambling establishments, swimming pools, aquariums, zoos, and golf courses; and public entities such as village, town, county, state government offices; school districts, or institutions of higher education.

1. For formula funded contracts and Trade Act contracts any employer may participate, including government agencies (except federal government agencies, which are prohibited from conducting OJT). Based on the significant number of government positions in the LWDA, OJT's with governmental agencies may not exceed 50% of those written. However, a WIOA participant, once hired, must not be required to pass a civil service examination to retain his/her job. In other words, a position for which OJT training has been approved cannot be subjected to competitive labor procedures.
2. Any firm or industry in violation of Local, State, or Federal labor laws cannot be eligible for training assistance. When a firm or industry is no longer in violation, they may become eligible for OJT consideration. All firms must pass a due diligence review by the NYS DOL (to be done no more than once each quarter) and any "no" responses on the Responsibility Questionnaire must be explained, in writing, by an officer or owner of the business to the satisfaction of the WDB Executive Director.
3. An employer experiencing abnormal labor conditions (such as a strike, a lockout, or similar conditions) at the establishment or any affiliate is not eligible for any OJT Program.
4. When contracting with a previously used OJT employer, past performance including job retention of previous WIOA participants and the previous quality of training offered by the employer will be evaluated.
5. As the approval authority for the OJT Programs, members of the Workforce Development Board must provide reasonable assurance no conflict of interest is involved. Refer to Attachment E, for further clarification.

6. No currently employed worker should be either fully or partially displaced by any WIOA participant involved in OJT. Partial displacement would include a reduction in the hours of non-overtime work, of wages, or of employment benefits for any currently employed worker.
7. All WIOA participants are to be hired with the expectation that they will continue employment in the occupation (or one of higher skill) for which they are trained. Additionally, no individual may be currently on layoff or have been terminated (without cause) from the same or a similar position.
8. Training will be provided only for occupations in which there is a reasonable expectation of continued and permanent employment. Seasonal positions will be considered if they offer long-term employment opportunity. Short-term seasonal occupations are inappropriate for OJT.
9. The employer must have the necessary equipment, materials, and supervision to conduct a quality OJT program.
10. The employer must provide a working environment that conforms to Federal and State Occupational Health and Safety Standards.
11. If Collective Bargaining Agreement(s) exist(s) between the employer and the union, written concurrence must be obtained from the union.
12. A temporary employment agency is allowed to serve as the employer of record for purposes of providing OJT to a WIOA participant when they are employed the same as all other agency employees; employment is full-time and not short-term seasonal, temporary, or intermittent employment. The temporary employment agency may use a subcontracted employer for the purpose of providing the training needed for a WIOA participant to become fully trained (also see Reimbursement Page).
13. The employer must have layoff policies and grievance procedures, which articulate the philosophy and approach to separation. If not, they agree to utilize the LWDB's standard grievance procedure.
14. Nepotism is prohibited in LWDB-sponsored OJT programs. Nepotism is defined as "patronage bestowed in consideration of family relationship." Therefore, no WIOA participant may be hired under an OJT program if they are members of the employer's immediate family (wife, husband, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew), or if a member of the immediate family is engaged in an ownership capacity for the contracting agency. This has been incorporated into the General Provision of the OJT contract. See Conflict of Interest Policy Attachment E.
15. Employer provides necessary certification in reference to and regarding lobbying, debarment, suspension, and a drug-free workplace.

16. Determine that OJT program training site has access for those with disabilities.
17. All of the above shall be noted on the OJT Proposal Evaluation Checklist which must be completed prior to approval of the employer as an OJT site (Attachment A).

WIOA Adult and Dislocated Worker On-the-Job Training (Section 663.700)

The Core and Registration phases of the enrollment process must occur before the WIOA participant is referred into WIOA Intensive and Training Services. OJT can be provided only to WIOA participants in need of training and can only be provided to those WIOA participants who are either unemployed or employed, but not meeting WDB self-sufficiency standards. These standards must be documented in the IEP before referral is made to OJT. The procedures described below must be followed.

1. The WIOA participant must be provided services to include a determination of eligibility to receive intensive and training services beyond the Core level.
2. A determination of need for Intensive and/or Training Services must be documented in the IEP. Such a determination of need may be based on:
 - a. A WIOA participant lacking skills that are competitive or in demand in the local labor market.
 - b. The presence of significant barriers to employment.
 - c. The presence of little or no work history.
 - d. If employed, the lack of skills to achieve a self-sufficient wage.
 - e. Other reasons may be given that are unique to the WIOA participant's situation.
3. If employed, the WIOA participant must be determined not self-sufficient (based on WDB approved guidelines) to advance to Intensive and/or Training Services.
4. The employment goal and the goal justification will be stated in the IEP.
5. For WIOA participants who did not complete training goals and objectives from a previous OJT position, reassessment of their goals and modification of their IEP must be completed before referral to a subsequent training program (including an additional OJT).
6. If an employer refers a WIOA eligible participant for OJT, that WIOA participant may be approved for training if steps 1 through 5 as stated above are followed and referral of other more suitable WIOA participants to the job occurs when their assessment indicates that there are better candidates for OJT than this pre-selected employer referral.

On-the-Job Training for Employed Workers (Section 663.705)

OJT contracts may be written for eligible employed workers when:

1. The employee is not earning a self-sufficient wage as determined by local Board policy; and
2. The requirements of 663.700 are met; and
3. 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; and
4. The employee must receive an increase in pay as a result of the additional training.

Incumbent Worker (Section 680.780)

Sec. 680.780 Who is an “incumbent worker” for purposes of statewide and local employment and training activities? States and local areas must establish policies and definitions to determine which workers, or groups of workers, are eligible for incumbent worker services (WIOA sec. 134(d)(4)). To qualify as an incumbent worker, the incumbent worker needs to be employed, meet the Fair Labor Standards Act requirements for an employer-employee relationship, and have an established employment history with the employer for 6 months or more. The training must satisfy the requirements in WIOA sec. 134(d)(4) and § 680.790 and increase the competitiveness of the employee or employer. An incumbent worker does not necessarily have to meet the eligibility requirements for career and training services for adults and dislocated workers under this Act. Sec. 680.790 What is incumbent worker training? Incumbent Worker training, for purposes of WIOA sec. 134(d)(4)(B), is training: SP-NEG WBT SP-10 – Attachment 14 Page 4 7/31/17 (a) Designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment. (b) Conducted with a commitment by the employer to retain or avert the layoffs of the incumbent worker(s) trained.

Customized Training (Section 663.715 - 663.730)

Customized training is training:

1. That is designed to meet the special requirements of an employer (including a group of employers); and
2. That is conducted with a commitment by the employer to employ, or in the case of incumbent workers, continue to employ a WIOA participant upon successful completion of the training; and
3. For which the employer pays for not less than 25 percent (25%) of the cost of the training.

Customized training for employed workers is training in which:

1. The employee is not earning a self-sufficient wage as determined by local Board policy; and
2. The requirements of 663.715 are met; and
3. Requirements for customized training relates to the purposes described in the OJT for Employed Workers' section or other purposes as identified currently by the local WDB or by the New York State Department of Labor.

Referrals

Referrals to the employer will be provided through the One-Stop Career Center. Referrals will be made for WIOA registered participants utilizing the information provided by the employer on the Fast-Fax Order Form (Attachment F). Format of the referral will be determined by employer request.

Some job-ready WIOA participants may be encouraged to develop job leads for themselves. Self-motivated, confident WIOA participants are taught to explain to potential employers using an OJT Fact Sheet that reimbursement could be available for training them. Promising leads are then referred back to the Employment and Training Counselor for proposal and contract development.

Counseling and Supportive Services

The assigned Employment and Training Counselor will strive to ensure that open communication exists between the counselor, the employer, and the WIOA participant so that problems can be identified and quickly resolved in a timely manner.

The Counselor shall make contact with the WIOA participant and employer monthly, as requested by the employer, or minimally at the midpoint of a 60-day contract and shall record the observations in case notes in the WIOA participant file concerning the progress of training and achievement of training objectives defined in the contract. Concerns or corrective action necessary to accomplish the training objective will be recorded and appropriate action and follow up shall be documented. Information received during these contact visits will be recorded on the Training Report/Timesheet (Attachment H) and/or recorded in the One Stop Operating System case management system.

Vouchering

As a part of the vouchering process, each month an Employment & Training Counselor will conduct vouchering with the employer. The counselor will verify timesheets against payroll records in order to authenticate and submit voucher requests (with a copy of payroll records) for employer reimbursement. This validation will also ensure that reimbursement is correct and that wage and hourly labor laws are being followed. Time records (either the employer's or the WIOA agency) will be attached to the reimbursement requests. (**see Attachment Q**).

In the event a WIOA participant drops out or is terminated before the end of the contract or pay period, the final payroll record of the employer will be specifically verified against the check register and timecard to validate exact hours worked for which compensation was made to the WIOA participant and resulting reimbursement calculated for the employer. If there is doubt or the amount claimed is questioned, the counselor will contact the WIOA participant to validate the exact amount of termination payment. Upon completion of vouchering in these instances, the remaining funds shall be de-obligated and returned to available fund balance for future use.

Reimbursement

Costs incurred by employers for training are to be reimbursed according to a fixed unit cost method based on:

1. 50%/75%/90% of the WIOA participant's hourly wages, or
2. 50%/75%/90% of the WIOA participant's weekly salary broken down to an hourly wage.

Reimbursement will not be made for fringe benefits, holidays, sick days, or any time the WIOA participant is not on the job and being trained. The **maximum reimbursement for any OJT contract is \$15,000**. Additionally, if the WIOA participant drops out of the training program before training begins no reimbursement shall be made. In the event the WIOA participant drops out later in the training program, a termination voucher shall be processed (See Monitoring and Vouchering sections).

NOTES: Employers may be reimbursed, the agreed upon percentage of the wages of a WIOA participant who is released from work to attend Job-Related Education (JRE) classes while receiving regular wages.

Approved JRE will only be authorized after coordination with the E&T Counselor. The actual reimbursement for such training will not exceed 75% of the total cost and will be noted in remarks section of the basic contract or in a formal modification to the contract.

On a monthly basis, the OJT employer shall submit a reimbursement request voucher accompanied by supporting documents (Attachment H and Q) verifying training hours worked and wage rate for each WIOA participant.

Vouchers will be reviewed by the counselor then submitted to the Fiscal Unit to process for payment. Reimbursements to contractors will normally be made monthly.

Monitoring

A random sample of files of Adults and Dislocated Workers will be monitored on an annual basis.

General Policies

1. In emergency situations, WIOA participants may start prior to the formal signing of the contract; however, no WIOA participant may start prior to the full approval of the OJT Proposal Evaluation Checklist (Attachment A).
2. Employers will be required to keep timesheets and training reports on all OJT employees. A copy of the training report (Attachment H); the timesheet and the payroll report for the period of reimbursement must be submitted to the Fiscal office. In the event the regular payroll system of the employer does not require daily timesheets, one will be provided to the participant (trainee) and a copy of this timesheet will be given to the fiscal office.

3. Relocation

- a. No funds provided under the WIOA shall be used, or proposed for use, to encourage or to induce the relocation of an establishment, or part thereof, that result in the loss of employment for any employee of such establishment at the original location.
 - b. For 120 days after the commencement or the expansion of commercial operations of a relocating establishment, no funds provided under WIOA shall be used for customized or skill training, on-the-job training, or employer-specific assessment of job applicants or employees, for any relocating establishment or part thereof at a new or expanded location, if the relocation of such establishment or part thereof results in a loss of employment for any employee of such establishment at the original location.
 - c. 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 United States and its territories to a new or expanding facility in another labor market area.
 - d. For the purposes of this section, a *labor market area* is an area within which WIOA participants can readily change employment without changing their place of residence.
 - e. *Pre-award review.* To verify that an establishment which is new or expanding is not, in fact, relocating employment from another area, standardized pre-award review procedures developed by the State shall be completed and documented jointly by the LWDA or substate grantee and the establishment as a prerequisite to WIOA assistance. The review should include names under which the establishment does business, including successors-in-interest; the name, title and address of the employer official certifying the information; the name and address of the facility in the other geographic location which is being closed or from which business is being transferred; a statement from the employer about job losses at that location; the nature of the products or business being transferred, the date the facility will commence or expand operations, and whether WIOA assistance is sought in connection with past or impending job losses at other facilities.
4. All OJT contracts will have a specific coding sequence (Attachment I).
 5. WIB Resolution 02-02-03 outlines the process used to avoid conflict of interest when awarding contracts.
 6. The Training Certification Form and Training Outline (Attachment J) will be completed and signed by the employer or trainer whenever possible.

7. At times it may be necessary to send communications to the participants or employers:

- Contract Transmittal Sample letter (Attachment K)
- Congratulatory Letter Sample letter (Attachment L)
- Notification of one-year moratorium (Attachment M)

8. Employer OJT Program Retention Policy:

A one-year moratorium on OJT contracts will be issued with an employer who, within the last five years, has:

- a. Failed to provide OJT WIOA participants continued long-term employment for at least six (6) months after completion of the OJT contract period.
- b. Failed to provide WIOA participant wages, benefits, and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same work.
- c. Had multiple OJT contracts and failed to achieve a 75% completion and/or retention rate.

If the LWDA determines that these failures were a result of the WIOA participant's action or economic conditions beyond the employer's control, the prohibition may be rescinded. Also, the employer may request that the prohibition be removed at any time if it can be documented that specific actions were taken to remediate the cause of the contract failures.

OJT PROPOSAL EVALUATION CHECKLIST

SECTION A

EMPLOYER DATA

CONTACT PERSON AND TITLE _____ DATE _____
 OCCUPATION _____
 EMPLOYER'S NAME _____ O*NET: _____
 ADDRESS _____ PROPOSED STARTING DATE _____
 TELEPHONE _____ PROPOSED ENDING DATE _____
 FAX NUMBER _____ FEDERAL IDENTIFICATION NUMBER _____
 E-Mail Address _____ DUNS NUMBER _____

ITEM	EVALUATE DATA	YES	NO
1.	Will the job result the in the WIOA participant obtaining marketable skills?		
2.	Is the skill transferable to another job or does it provide an opportunity for advancement?		
3.	Are there reasonable expectations of periodic increases in pay?		
4.	Are fringe benefits (i.e., hospitalization , life insurance, holiday or sick day pay) normally made available to employees? <u>Please circle or list each benefit:</u>		
5.	Is there a union covering the occupation? If yes, union concurrence must be obtained and documented on page 2 of the contract.		
6.	Does the occupation demonstrate excessive turnover?		
7.	Is the occupation a demand occupation?		
a.	If not, are the guidelines to evaluate the appropriateness of training in non-demand occupations being met? (See Attachment A Appendix 1)?		
8.	Does the employer have the necessary facilities, staff, and equipment to provide quality training?		
9.	Does the employer understand the purpose and philosophy of the OJT programs and is the employer willing to participate in accordance with the rules and regulations?		

10.	Does the employer have an established probationary period for all new employees? If yes, how long?		

EMPLOYER:		DATE:	
ITEM	EVALUATED DATA	YES	NO
11.	Does the employer ensure that the following conditions exist:		
a.	Individuals are not on layoff from the same or any substantially equivalent job in the employer's organization?		
b.	The employer has not terminated any regular employee or otherwise reduced its workforce with the intention of filling the vacancy with a WIOA-subsidized participant?		
c.	The job created for the WIOA participant will not infringe upon the promotional opportunities of current employees?		
d.	The relocation or displacement of employer will not result in an increase in unemployment in the area of original location or in any other area?		
12.	Does the employer have adequate administrative procedures (i.e., bookkeeping, timesheets, payroll, reports)? Explain		
13.	Does employer provide employment for all segments of the population?		
14.	Does this position require work at a sectarian facility or sectarian related duties?		
15.	Does the job entail commissions, incentives, or piece rate compensation?		
16.	Is there a strike or abnormal labor condition in progress at the facility?		

EMPLOYER:		DATE:																						
ITEM	EVALUATED DATA	YES	NO																					
17.	Assurance has been obtained that there is no conflict of interest?																							
18.	The employer is aware of and will comply with Americans with Disabilities Act?																							
19.	Has the employer previously participated in the OJT program? If yes, explain any negative outcomes.																							
a.	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Enrollee Name</th> <th style="width:30%;">Start/End Date</th> <th style="width:40%;">Outcome</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Enrollee Name	Start/End Date	Outcome																				
Enrollee Name	Start/End Date	Outcome																						
b.	Explanation																							
20.	Briefly explain the firm's need for an on-the-job training program and specify their staff that will be responsible for providing training.																							

EMPLOYER:	DATE:
ITEM	EVALUATED DATA
21.	<p><i>O*NET Classification in determining maximum length of OJT Program</i></p> <p>Hourly Wage _____</p> <p>O*Net Education Recommendation _____</p> <p>Work Experience in Related Field Yes _____ No _____</p> <p>Education in Related Field Yes _____ No _____</p> <p>See OJT Manual (page 2) for recommendation on maximum training hours _____</p> <p>Determining length of OJT should take into consideration job description, hourly wage, participant's previous work history and education.</p> <p>Circumstance will vary with each individual. If there is justification to increase the length of an OJT beyond the recommended maximum, prior approval from a supervisor is needed.</p>

SECTION B

PARTICIPANT DATA

NAME _____

PROGRAM _____

EMPLOYER:		DATE:	
1.	Recommended Training Duration:		Maximum Training Hours:
a.	Explain Adjustments:		
			Total Adjustment: _____
			Total Training Hours Allowed: _____
2.	Training Costs Calculations:		
	_____ Work Hours Per Day	_____	Total Training Days
	_____ Hourly Wage Rate	_____	Total Training Weeks
	_____ Weekly Wage Rate	_____	% Reimbursement Rate
	_____ Day Rate/Office Costs	_____	Total Reimbursed

SECTION C

APPROVALS

EMPLOYER:		DATE:
ITEM	EVALUATED DATA	
1.	E&T Counselor's Comments and Recommendations: _____	

	_____ (Signature and Date)	
2.	Senior E&T Counselor's Review and Comments: _____	

	APPROVED: _____ YES _____ NO _____ (Signature and Date)	
3.	Executive Director of WDB Review and Comments: _____	

	APPROVED: _____ YES _____ NO _____ (Signature and Date)	

ATTACHMENT A – APPENDIX 1

EMPLOYER:	DATE:
------------------	--------------

**WDB Guidelines to Evaluate Appropriateness of
Training in Non-Demand Occupations (NDO)**

ITEM	EVALUATED DATA	YES	NO
1.	Will the training lead to economic self-sufficiency and upward mobility?		
2.	Will the training program result in an increase of employment and training opportunities, which would not otherwise be available?		
3.	Has the occupation experienced growth or at least relative stability of employment over the past three years?		
4.	Does the training provider demonstrate the technical capacity to competently manage a training program?		
5.	Are the job titles, for which training is proposed, job classifications that are customarily used by the employer and is the length of training proposed commensurate with the task to be learned?		

ALL NO RESPONSES MUST BE EXPLAINED BELOW

E&T Counselor’s Comments and Recommendations: _____

(Signature and Date)

Supervisor’s Review and Comments: _____

Approved: _____

YES

NO

(Signature and Date)

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
3. The prospective lower tier participant shall pass the requirements of A.1. and A.2., above to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The signer shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipient shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

C. DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

D. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title 1 of WIOA, the grant applicant assures that is will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

ATTACHMENT A – APPENDIX 2

- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that is will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

E. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 502 – Buy American Requirements.

F. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading ‘Employment and Training’ shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

G. VETERANS’ PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the “Jobs for Veterans Act” (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program’s eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran’s Priority Provisions.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (grantee/Subgrantee)

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Individual Employment Plan (IEP)

Employment Goal: _____

Goal Justification: _____

Plan Date: _____

Goal #1: _____

Training Provider: _____

Location: _____

Start Date: _____

Anticipated Completion Date: _____

Actual Completion Date: _____

Outcome: _____

Certification Received: N/A Yes No

Cost: See Budget Sheet # _____

Goal #2: _____

Training Provider: _____

Location: _____

Start Date: _____

Anticipated Completion Date: _____

Actual Completion Date: _____

Outcome: _____

Certification Received: N/A Yes No

Cost: See Budget Sheet # _____

Goal #3: _____

Training Provider: _____

Location: _____

Start Date: _____

Anticipated Completion Date: _____

Actual Completion Date: _____

Outcome: _____

Certification Received: N/A Yes No

Cost: See Budget Sheet # _____

Goal #4: _____

Training Provider: _____

Location: _____

Start Date: _____

Anticipated Completion Date: _____

Actual Completion Date: _____

Outcome: _____

Certification Received: N/A Yes No

Cost: See Budget Sheet # _____

ATTACHMENT C

ST. LAWRENCE COUNTY
WORKFORCE DEVELOPMENT BOARD
CANTON, NEW YORK 13617 (315) 386-3276
WORKFORCE INNOVATION AND OPPORTUNITY ACT
On-the-Job Training Contract

Contract#: _____

Telephone _____

Fax _____

E-mail _____

(Name of Contractor)

(Address)

Federal Identification Number

(City, State, Zip)

DUNS#

This contract is entered into between the St. Lawrence County Workforce Development Board as Grant Recipient and _____ (Name of Contractor) for the purpose of On-the-Job Training.

Both parties agree to the following:

1. The Contractor will comply with all applicable Federal, State, and Local laws, business licensing, taxation, and insurance requirements, the Workforce Innovation and Opportunity Act (WIOA) Regulations, including the attached General Provisions.
2. This contract will become effective on _____ and terminate on _____ or when contracted funds are exhausted, whichever comes first.
3. Total fixed contract amount for allowable cost not to exceed \$_____.
4. The Contractor will be reimbursed at the contractual rate on a monthly basis, for the total of all training hours worked during that month.
5. This contract is for one participant.
6. Prior to enrollment in On-the-Job Training Program, all participants will be certified eligible by an authorized representative of the St. Lawrence County Workforce Development Board.
7. All participants in On-the-Job Training will be hired first by the contractor.
8. The Contractor will provide training and be reimbursed for such training, by the terms and conditions established in this agreement consisting of the following documents, which are attached and made part of this contract:
 - a. On-the-Job Training Wage Summary/Bargaining Agent Concurrence
 - b. Training Outline
 - c. General Provisions
9. If a participant terminates before the end of the contract period, the contract will be reduced by the Grant Recipient to the actual level of performance.
10. This contract is to reimburse for the extraordinary expenses associated with the training of the participant hired and the participant would not have been hired if such reimbursement had not been provided.

APPROVED FOR THE GRANT RECIPIENT

APPROVED FOR CONTRACTOR

WDB Executive Director

(Name and Title)

ST. LAWRENCE COUNTY WORKFORCE DEVELOPMENT BOARD
On-the-Job Training Summary/Bargaining Agency Concurrence

SIGNIFICANT SEGMENTS

PARTICIPANT: _____

ADULT
DISLOCATED
WORKER

OCCUPATION: _____

O*NET CODE: _____

_____ Work Hours Per Day*

_____ Total Training Hours

_____ Hourly Wage Rate

_____ % Reimbursement Rate

_____ Total Reimbursement

COMMENTS

* An increase in the standard workday is allowable and will be reimbursed at straight time.

CONCURRENCE FROM BARGAINING AGENT

(Name of Collective Bargaining Agency)

concurs in submitting this proposal for On-the-Job Training.

APPROVED FOR THE BARGAINING AGENCY

Dated: _____

By: _____

(Signature)
(Name & Title)

ATTACHMENT C

Occupation:	O*Net Code:
-------------	-------------

Job Description/Training Outline (including nature of training)	Estimated Training Hours Per Activity
1. Orientation and Site Safety	
Total Hours	_____

ST. LAWRENCE COUNTY WORKFORCE DEVELOPMENT BOARD

GENERAL PROVISIONS

TIME AND ATTENDANCE RECORDS:

The Contractor will maintain payroll data to support the Participant Training Report/Timesheet used for reimbursement. Information shall minimally include:

1. Participant name, address, and Social Security number
2. Total hours worked each day
3. Days off for sickness, vacation, holiday, or other reasons will be properly indicated on the Timesheet/Training report. Reimbursement will not be made for orientation, jury duty, holidays, sick days, or any time training is not taking place.
4. Gross wages and net wages paid.

The Contractor will notify the Grant Recipient of any changes in participant job descriptions, wages, or work schedule which occur during the Training Program.

PARTICIPANT BENEFITS:

The Contractor will provide all participants with the State Workers' Compensation coverage and will provide health insurance, unemployment insurance and other benefits as those persons similarly employed by the Contractor

The Contractor will pay participant's wages to equal the highest of the following:

1. Minimum wage specified by the Fair Labor Standards Act 6 (a) (1) 1938
2. Minimum wage under NYS or local minimum wage laws
3. Prevailing wage rate for comparable employment
4. Minimum entrance rate for inexperienced workers in the same occupation
5. Wage rate required by a collective bargaining agreement
6. Davis-Bacon Act rates where applicable

No participant will be required to work or train in premises which are unsanitary, hazardous or dangerous to their safety or health.

REPORTING:

The Contractor will complete Progress Reports for participants in On-the-Job Training Program. The Contractor will maintain records for three (3) years and provide access to documents and records which are directly related to the On-the-Job Training Program, so that the Grant Recipient and Department of Labor may examine, audit and monitor its program.

Reimbursements shall be made only after submission of vouchers with attached Participant Training Report/Time Sheets supplied by the St. Lawrence County Workforce Development Board.

The contractor shall assume liability for repayment of funds which are subsequently determined to be disallowed expenditures. Repayment shall occur within thirty- (30) calendar days of notification.

NON-PERFORMANCE:

The Grant Recipient may modify or terminate this contract if the Contractor has failed to comply with the training program objectives or reporting requirements, including immediate notification of any change in participant status.

NON-DISCRIMINATION:

No person shall be excluded from participation in, be denied benefits of, or be subjected to discrimination in employment because of race, creed, color, national origin, sex, disability, age, marital status, or past convictions (unless the conviction is related to the prospective job).

NEPOTISM:

No person shall be hired if he/she is a member of the employer's immediate family (wife, husband, brother, brother-in-law, sister, sister-in-law, father, father-in-law, mother, mother-in-law, aunt, uncle, niece, nephew); or if a member of the immediate family is engaged in an ownership capacity for the contracting agency.

SECTARIAN ACTIVITIES:

No participant will be employed in the construction, operation, or maintenance of any facility that used, or will be used for sectarian instruction or a place of religious worship, or in any secretarial, clerical, maintenance, or tutoring assignments involving any sectarian activities or duties. Additionally, no participants placed in any capacity at any workstation will be employed in any position or activity which will release or free any other person for the performance or rendering of such duties.

DISPLACEMENT AND DISLOCATION:

No displacement or dislocation of employees in this area or area of original location will result from the use of WIOA On-The-Job Training monies. No infringement of promotional opportunities for other employees will occur.

TRAINING CERTIFICATION:

A Training Certification Form and attached training outline will be completed and signed as necessary.

TERMINATION:

The Grant Recipient may modify or terminate this contract at any time upon presentation of written notice to the Contractor.

When a participant terminates, all remaining funds will automatically be reduced by the Grant Recipient to the actual level of performance.

The Contractor may terminate an On-the-Job Training participant according to applicable labor laws. The Contractor is expected to notify the participants of intent to terminate allowing reasonable time for improvement and correction of errors.

LIABILITY:

The Contractor shall hold and save the Grant Recipient, its official agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting from in whole or in part from the negligent performance or omission of any employee, agent or representative of the Contractor.

GRIEVANCE PROCEDURE:

The Contractor agrees to make available and provide information on the grievance procedure relating to the terms and conditions of employment available to the participant.

If the Contractor does not have a grievance procedure in place, he/she agrees to utilize the system established by the Grant Recipient.

DISPUTES:

The Contractor agrees to attempt to resolve disputes arising from this sub-agreement by administrative processes and negotiation in-lieu-of litigation.

1. Any disputes concerning the question of fact arising under this contract which is not settled by informal meetings shall be decided by the Grant Recipient's authorized representative who shall mail the written decision to the Contractor or otherwise furnish a copy.
2. In connection with any appeal proceeding under this clause, the Contractor/Sub-Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the performance of the Contractor shall proceed in accordance with the Grant Recipient's decision.
3. This "Dispute" clause does not preclude consideration of law questions in connection with decisions provided above: Provided that nothing in this contract/sub-grant shall be construed as making final the decision of any administrative official, representative or board on a question of law.
4. The Contractor agrees to pay any debt incurred while in violation of this contract.

St. Lawrence County One-Stop System
Non-Criminal Complaints and Grievances Procedure
Approved by the St. Lawrence County Workforce Investment Board: May 19, 2004
Reaffirmed by the St. Lawrence County Workforce Development Board: September 9, 2015

INTRODUCTION

The Workforce Innovation and Opportunity Act (WIOA) and the Rules and Regulations 683.6 require the establishment of a complaint/grievance procedure by each Local Area, State and direct recipient of funds under Title I.

As a participant, service provider, or interested party, this document serves to inform you of the procedure whereby you may settle any difference or non-criminal complaint that may arise, free from coercion, restraint, interference, discrimination or reprisal.

PROCEDURE

This is a multi-stage procedure, whose goal shall be to settle complaints on as low an administrative level as possible.

Time extensions beyond those noted below may be arrived by mutual agreement of the parties concerned. Should either party not adhere to the following timetable, choose not to elevate a request to the next level, fail to respond to a written request by the Program Complaint Resolution Officer within ten calendar days, or agree to satisfaction with the outcome of a complaint, the complaint will be considered resolved.

You will have up to one (1) year from the date of the incident to file the complaint. Your identity and anyone who furnishes information or assists in the investigation of the complaint will be kept confidential to the maximum extent possible, consistent with applicable law and fairness in handling the complaint. Once a complaint has been filed, the timeframes outlined in this procedure are as follows.

STEP 1: When you file your written complaint, the Program Complaint Resolution Officer (PCRO) will help you to ensure that all documents are properly filed, will gather facts, and will attempt to resolve your complaint. If your complaint can be resolved in a way that is mutually acceptable to all parties involved, the PCRO will notify each party in writing of the agreed upon resolution

The PCRO's name, address, and telephone number are as follows: **Supervisor, St. Lawrence County One-Stop Career Center, 80 State Highway 310 Suite 8, Canton NY 13617; Telephone: (315) 386-3276,**

STEP 2: If your complaint alleges a violation by the Local Area, then the Local Area Complaint Resolution Officer (LACRO) performs the actions as outlined for the Program Complaint Resolution Officer. The Local Area Complaint Resolution Officer's name, address, and telephone number are as follows: **Supervisor, St. Lawrence County One-Stop Career Center, 80 State Highway 310 Suite 8, Canton NY 13617; Telephone: (315) 386-3276,**

STEP 3: If you are unable to resolve your complaint, you may request a formal hearing. This hearing must be scheduled on or before the thirtieth (30) day of your initial complaint.

- a. You will receive by Certified Mail, notification of the date, time, and place of the hearing and will be advised that:

ATTACHMENT C

- The hearing may be rescheduled if you so request and the PCRO agrees.
- You have the right to be represented by an attorney, as may the PCRO.
- You may produce witnesses and/or documentary evidence, as may the PCRO.
- You and/or your attorney/representative, as may the PCRO, will be allowed to cross-examine opposing witnesses or parties in accordance with the procedurally equitable agenda explained before the hearing by the Hearing Officer.
- You may withdraw your complaint prior to the hearing. This would constitute an admission of no contest.
- You will receive a final written decision within sixty (60) days of the filing of your complaint. The decision will include a synopsis of facts, a statement of reason for the decision, a statement of remedies to be applied, a statement that all applicable procedures have been followed, and an explanation of the appeal procedure noted below.

STEP 4: If by the 60th day of the initial filing of your complaint, you have not received your written final decision, you may file a request for review by the Governor. The request must be filed within fifteen (15) days from the date on which you should have received the written decision. If you do not agree with your written final decision, you may file a request for review by the Governor. The request must be filed within ten (10) days from the date on which you receive the adverse decision. The Governor will have 30 days to issue a decision.

Your appeal should contain the same basic elements as your local complaint. These are: Your name, address and phone number; Respondent's name, address and phone number; Nature of the complaint; Your signature; Date signed; Information regarding the decision rendered at the formal hearing.

You should send the information to:

NYS Workforce Innovation and Opportunity Act Hearing Officer
New York State Department. of Labor
State Office Building Campus, Bldg. 12, Room 446
Albany, New York 12240

NOTE TO EMPLOYERS

If you are an employer, you may operate your own grievance system, or you may utilize the grievance system established by the St. Lawrence County One-Stop System. You must inform all participants early of the grievance procedures they are to follow, should they need them. If you opt to use your own grievance system, you must provide copies of the grievance procedure for review and comment by the PCRO to ensure that WIOA guidelines and requirements are not compromised. Your system must provide for, upon request by the complainant, a review of an employer's decision by the Local Area and the Governor, if necessary. The procedure must also have a process that allows an individual alleging a labor standard violation to submit the grievance to a binding arbitration process if a collective bargaining agreement covering the parties to the grievance provides for it.

CERTIFICATION

I certify that I have read and understand the Complaint Procedure as described above. I also certify that I am aware this document contains the name, address, and telephone number of the Program Complaint Resolution Officer.

EQUAL OPPORTUNITY is THE LAW

It is against the law for the Workforce Innovation and Opportunity Act (WIOA) program (“the recipient”) as a recipient of Federal financial assistance to discriminate on the following bases:

‘Against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation and Opportunity Act of 2014 (WIOA), on the basis of the beneficiary’s citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity. The recipient must not discriminate in any of the following areas: Deciding who will be admitted, or have access, to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to such a program or activity; or making employment decisions in the administration of, or in connection with such a program or activity.

What to do if you believe you have experienced discrimination

Any person who believes that he or she or any specific class of individuals has been or is being subject to discrimination prohibited by the nondiscrimination and equal opportunity provisions of WIOA or regulations may personally file a **written** complaint or file a **written** complaint through a representative within 180 days from the date of the alleged violation.

Where to file: The complaint may be filed directly with:

Director Civil Rights Center (CRC)
U.S. Department of Labor
200 Constitution Avenue, NW
Room N-4123
Washington, D.C. 20210

Complaints made involving New York State Department of Labor programs should be filed directly with:

Omoye Cooper, Director
Division of Equal Opportunity Development
New York State Department of Labor
State Office Campus, Building 12, Room 540
Albany, NY 12240
Phone 518-457-1984
(TDD 1-800-662-1220; VOICE 1-800-421-1220)

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above). If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint with 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient). If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

The SLC One-Stop Career System is...an equal opportunity program; auxiliary aids and services are available upon request to individuals with disabilities.

FEDERAL CERTIFICATIONS

The funding for the awards granted under this contract is provided by the United States Department of Labor which requires the following certifications:

H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

4. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
5. Where the prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.
6. The prospective lower tier participant shall pass the requirements of A.1. and A.2., above to each person or entity with whom the participant enters into a covered transaction at the next lower tier.

I. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements

By accepting this grant, the signee hereby certifies, to the best of his or her knowledge and belief, that:

4. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
5. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
6. The signer shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipient shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

J. DRUG FREE WORKPLACE

By signing this application, the grantee certifies that it will provide a Drug Free Workplace by implementing the provisions at 29 CFR 94, pertaining to the Drug Free Workplace. In accordance with these provisions, a list of places where performance of work is done in connection with this specific grant will take place must be maintained at your office and available for Federal inspection.

K. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

As a condition to the award of financial assistance from the Department of Labor under Title 1 of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in an WIOA Title I – financially assisted program or activity;
- (7) Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, and national origin;
- (8) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (9) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (10) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant’s operation of the WIOA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

L. BUY AMERICAN NOTICE REQUIREMENT

The grant applicant assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 502 – Buy American Requirements.

M. SALARY AND BONUS LIMITATIONS

In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading ‘Employment and Training’ shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grant applicant agrees to comply with the Salary and Bonus Limitations.

N. VETERANS’ PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the “Jobs for Veterans Act” (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program’s eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran’s Priority Provisions.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (grantee/Subgrantee)

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

St. Lawrence County
Workforce Development Board
Amendment to OJT Contract

Contractor: _____

Name	Contract Number
_____	_____
Address	Amendment Number
_____	_____
	Effective Date

The contract listed, by number, above is amended as follows:

* Check all that apply.

- A. Training Reimbursement Increased _____ Decreased _____
- B. Training Hours Increased _____ Decreased _____
- C. Training outline changed _____
- D. Job title or O*Net Code changed _____
- E. Other _____
- F. Change of Original Signatory _____

Amendment Narrative Justification: _____

Approved by Grant Recipient

Signature

Name & Title

Approved by Contractor

Signature

Name & Title

**Policy No. 11
ATTACHMENT E**

RESOLUTION NO. 02-02-03

of the

ST. LAWRENCE COUNTY WORKFORCE INVESTMENT BOARD

ESTABLISHING A CONFLICT OF INTEREST / NEPOTISM POLICY

As presented by the WIB Services Committee

February 27, 2002

WHEREAS, the St. Lawrence County Workforce Investment Board wishes to ensure that no conflict of interest, real or apparent, occurs, and

WHEREAS, nepotism may be constructed as a conflict of interest, and

WHEREAS, nepotism is defined as “patronage bestowed in consideration of family memberships,” and

WHEREAS, it is the intent of the St. Lawrence County Workforce Investment Board that no activity takes place in WIA programs that would give the appearance of favoritism for family members,

NOW, THEREFORE, BE IT RESOLVED that the St. Lawrence County Workforce Investment Board does hereby approve the attached policy, and

BE IT FURTHER RESOLVED that this policy will take affect immediately for any covered person who is not currently enrolled in a program.

MOVED: Ms. Caswell

SECOND: Mr. St. Thomas

AYE: 12

NAY: 0

ABSTAIN: 0

CONFLICT OF INTEREST
NEPOTISM POLICY

No person shall be allowed to participate in WIOA-funded programs if their involvement would give the appearance of a conflict of interest.

If immediate family of a current staff member applies for services offered under the Workforce Investment Act, it is the responsibility of the staff person to provide their supervisor written notification of their relationship with the person requesting services.

The supervisor will then determine if a conflict of interest exists. If the supervisor determines that the appearance of conflict of interest does, in fact, exist, the supervisor will assign the responsibility for the delivery of services to a staff position adequate to ensure no appearance of a conflict. For example, a Counselor's family member requesting services would be assigned to a Supervisor (Senior Coordinator).

For purposes of this determination, "immediate family" means:

1. wife, husband, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, step parent, step child,
2. the following relatives if they reside in the same household as a staff member: brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew,
3. any person claimed as a dependent for income tax purposes.

Any relative(s) listed above that is allowed to participate may not be served in any way by the member of the staff who is related.



ATTACHMENT F

St. Lawrence County One-Stop Career Center

Human Services Center
80 State Highway 310 Suite 8, Canton, New York 13617-1498
Phone: (315) 386-3276 Fax: (315) 386-3414
www.slconestop.com

Equal Opportunity Program

FAST FAX ORDER

Employer: Providing the information requested on this special job order form will help us understand your hiring needs and will assist us in locating the most suitable candidates. To give us your job order, please fill out one **FAST FAX** job order form for each job title and send it to us or use it as a guide if you prefer to place your order by telephone.

Unemployment Insurance _____
Company _____ Employer Registration No. (_____ - _____)
Address _____ City _____ State _____ Zip _____
What Goods or Services Does Your Company Produce? _____
Person to contact for interview _____ FAX No. (_____)
Telephone No. (_____) Ext. _____ Title of Job Opening _____
Number of Job Openings _____ Number of persons you wish to interview _____
Referral instruction(s) Send Resume _____ Send Direct _____ Call First Before Sending _____ Broadcast _____

JOB REQUIREMENTS

Years of Education Needed _____ Specialized Education? (type of degree) _____
Years of experience Required _____ Will you accept a trainee? Yes _____ No _____
Job is: Regular _____ Temporary _____ (Duration From _____ To _____) Full-Time _____ Part-Time _____
Work Hours From _____ To _____ Circle Normal Work Days S M T W T F S Overtime Yes _____ No _____
Salary Range \$: From _____ To _____ Per _____ Pay Period: Weekly _____ Monthly _____
Salary Negotiable? Yes _____ No _____ Bi-Weekly _____ Bi-Monthly _____

OTHER HIRING REQUIREMENTS

Driver's License? Yes _____ No _____ Name _____ Health Insurance? Yes _____ No _____
Own Tools? Yes _____ No _____ Name _____ Life Insurance? Yes _____ No _____
Reference/Security Test? Yes _____ No _____ Name _____ Dental Insurance? Yes _____ No _____
Physical Exam? Yes _____ No _____ Name _____ Paid Vacation? Yes _____ No _____
Must Join Union? Yes _____ No _____ Name _____ Retirement Plan? Yes _____ No _____
Bondable? Yes _____ No _____ Name _____ Other _____

JOB DESCRIPTION

Please provide a brief description of the job. List skills, aptitudes, equipment used or operated, special physical demands, or special working conditions. All hiring requirements listed here and checked above must be bona fide occupational qualifications. Include the work site, if different from the company address. If available, attach a detailed job description.

The St. Lawrence County One-Stop Career System is a Partnership of:
NYS Dept. of Labor - Division of Employment Services * St. Lawrence-Lewis BOCES * St. Lawrence County Department of Social Services
St. Lawrence County Youth Bureau * St. Lawrence County Veterans' Service Department * ACCES-VR * SUNY Canton

St. Lawrence County One-Stop Career System is an equal opportunity program. Auxiliary aids and services are available upon request to individuals with disabilities.



ATTACHMENT G

St. Lawrence County One-Stop Career Center

Human Services Center
80 State Highway 310 Suite 8, Canton, New York 13617-1498
Phone: (315) 386-3276 Fax: (315) 386-3414
www.slconestop.com
Equal Opportunity Program

WORKFORCE INNOVATION AND OPPORTUNITY ACT

On-the-Job Training Fact Sheet

On-the-Job Training (OJT) can be undertaken by WIOA registered participants who are hired by an employer. Training programs are designed to enable WIOA registered participants to learn a skill for a particular occupation through demonstration and practice. The goal of OJT is to develop a worker's skills to the point where unsubsidized employment and job retention result.

Only WIOA registered participants can be enrolled in an OJT program.

An Employment and Training Counselor from the One-Stop Career Center will meet with the employer prior to the individual being hired, to prepare a training contract specifying the type and duration of training, training cost reimbursement, and other pertinent information. No contract can be written if the new employee commences employment prior to such contract being approved by the employer and the Local Workforce Development Agency.

On a monthly basis, and Employment and Training Counselor confers with the contracting employer to verify the participant's timesheet, wages earned, and training progress. Reimbursement of cost associated with training is then made directly to the employer and continues monthly for the duration of the contract period.

The One-Stop Career Center is ready to assist employers who hire disabled workers by designing training contracts to fit the needs of the disabled individual by providing for an extended period of training.

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St. Lawrence County Youth Bureau * St. Lawrence County Veterans' Service Department * ACCES-VR * SUNY Canton

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ATTACHMENT H

St. Lawrence County
One-Stop Career Center
OJT Program
Training Report/Time Sheet

Report #: _____

Participant: _____ Contract #: _____
Occupation: _____ Agency: _____

PAYROLL DATA

Pay Period	Hours Worked	Check #	Gross Wages	Net Wages
Total Hours		\$ X	X	% =
AGENCY COMMENTS: (Note changes in wages, hours, wage rate, etc.) _____ _____ _____ _____	I certify that the payroll data provided above is supported by payroll records and certify that such payment was made by this agency to the Trainee. _____ Authorized Signature and Date			

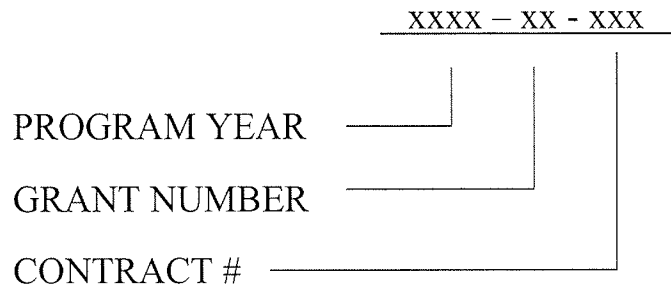
PARTICIPANT DATA/CERTIFICATIONS

	Rating	Participant is to be rated numerically from 1-10. 1 = Poor 5 = Average 10 = Excellent	I, the OJT trainer, certify that this rating accurately reflects participant performance. I further certify that the OJT training is being provided according to the Training Outline.		
Work Attitude					
Punctuality					
Attendance					
Willingness to Learn					
Follows Instructions					
Shows Initiative					
Quality of Work					
Accepts Correction					
Relation with Others					
Personal Appearance			OJT Trainer Signature		

Trainer Comments: _____

I certify that I have seen the information outlined on this form.	COUNSELOR COMMENTS: _____ _____ _____
Participant Signature	Counselor Signature

**ON-THE-JOB TRAINING
CONTRACT CODING STRUCTURE**



- PROGRAM YEAR -** Four digit will identify the Program Year by indicating PY or FY then two digit year.
- GRANT NUMBER -** Two digits will identify the Grant to which the On-the-Job Training contract relates. (21-Adult/81-DW/xx-Youth)
- CONTRACT NUMBER -** Three digits will be the number for the contract. It will start with one and continue for the Program Year.

**ST. LAWRENCE COUNTY
WORKFORCE DEVELOPMENT BOARD
TRAINING CERTIFICATION
COMPANY NAME**

Participant successfully completed training: YES __NO _____

I, _____, the OJT trainer, hereby certify that _____ has received the training indicated on the attached training outline.

(Contract #)

(Trainer Signature)

ATTACHMENT J

OJT TRAINING OUTLINE

Participant:	Trainer:	
Occupation:	O*Net Code:	
Job Description/Training Outline (including nature of training)	Estimated Training Hours Per Activity	
<p>2. Orientation and Site Safety</p>		
Total Hours	_____	



ATTACHMENT K

St. Lawrence County One-Stop Career Center

Human Services Center
80 State Highway 310 Suite 8, Canton, New York 13617-1498
Phone: (315) 386-3276 Fax: (315) 386-3414
www.slconestop.com

Equal Opportunity Program

CONTRACT TRANSMITTAL LETTER

DATE

Dear :

Enclosed please find a copy of the On-the-Job training contract for _____, contract number _____. Please familiarize yourself with all aspects of the contract, especially the training outline. This outline should also be given to the OJT supervisor if different from the individual who signed the contract. Upon conclusion of this contract, the OJT supervisor will be requested to initial off each task to indicate completion of the item.

I will be at your training site on a monthly basis; however, I will certainly be available to you and/or our participant on an "as needed" basis.

I want to take this time to thank you for forming this job training partnership with the Workforce Development Board.

Sincerely,

Employment & Training Counselor

Enclosure

The St. Lawrence County One-Stop Career System is a Partnership of:
NYS Dept. of Labor - Division of Employment Services * St. Lawrence-Lewis BOCES * St. Lawrence County Department of Social Services
St. Lawrence County Youth Bureau * St. Lawrence County Veterans' Service Department * ACCES-VR * SUNY Canton

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ATTACHMENT L

St. Lawrence County One-Stop Career Center

Human Services Center
80 State Highway 310 Suite 8, Canton, New York 13617-1498

Phone: (315) 386-3276 Fax: (315) 386-3414

www.slconestop.com

Equal Opportunity Program

CUSTOMER CONGRATULATORY LETTER

DATE

Dear :

Congratulations on the successful conclusion of your search for employment. I will cooperate with you throughout your On-the-Job Training program to ensure successful completion and resulting long-term employment.

Attached you will find an outline of your training program. This training outline was created as a guide for you and your employer. It shows what the employer will teach you and how long it will take. You and your trainer will initial each section on the master copy to indicate successfully learning that task. At the end of the training program, I will have your supervisor sign a statement certifying that you did receive the training specified in the contract.

Please become familiar with your personally specialized training outline, and be sure that you understand it. If you have any questions, ask your trainer or call me at (315) 386-3276.

Sincerely,

Employment & Training Counselor

Enclosure

The St. Lawrence County One-Stop Career System is a Partnership of:
NYS Dept. of Labor - Division of Employment Services * St. Lawrence-Lewis BOCES * St. Lawrence County Department of Social Services
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St. Lawrence County One-Stop Career System is an equal opportunity program. Auxiliary aids and services are available upon request to individuals with disabilities.

ONE-YEAR MORATORIUM LETTER

Date

Company Name
Address
City, State, Zip Code

Dear Company,

This letter is formal notification of a moratorium on your eligibility to participate in the On-The-Job Training Program effective start date for a 1-year period.

This moratorium is issued based on _____

You may appeal this if you have mitigating circumstances or feel that this action is unwarranted. Address your appeal to:

Workforce Development Board Executive Director
St. Lawrence County
One-Stop Career Center
80 State Highway 310, Suite 8
Canton, NY 13617-1496

It has been a pleasure in the past to form a partnership with your company, and we look forward to doing so again when this moratorium ends.

St. Lawrence County Workforce Development Board
 80 State Highway 310, Suite 8
 Canton, NY 13617
 (315) 386-3276

Preliminary Review – Business Application for On-the-Job Training

Instructions: Please complete all items on this application. To facilitate your review, please prepare this application electronically, if possible.

1. Business Information

Name:	_____			
Address 1:	_____			
Address 2:	_____			
City:	State:	Zip Code:		
FEIN:	NAICS:	DUNS:		
Previous Name of Business, if any:	_____			
FEIN, if different:	_____			

2. Contact Person

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

3. Business Background

- a. Has your company relocated from another area in the U. S. within the last 120 days?
If so, were there any employees laid off at that former location?
- b. How long have you been in business in this area?
- c. How many full-time employees do you have?
- d. Are any employees on layoff currently?
If so, how many employees and in what job titles?
- e. Have any WARN notices been filed within the past year?

ATTACHMENT N

- f. Has your business sought WIOA/TGAA or other assistance in connection with past or impending job losses at other facilities during the past year?
- g. What job titles/job descriptions are you seeking to fill with OJT trainees? (use the job description form provided – can attach existing job descriptions in lieu of completing job description section in the form)
- h. Are jobs expected to last a year or more in the normal course of business?
- i. Are all job openings in New York State? Yes No
- j. Are any of the jobs considered for an OJT candidate classified as “independent contractor” positions, or would individuals not be employed by your firm during the entire training period?
- k. Are any of the jobs covered by a collective bargaining agreement?
(If so, we will need to obtain a letter of concurrence from the union(s))
- l. Is your business currently engaged in any labor disputes with a labor organization?
- m. Do any of the jobs pay based upon commissions, tips, piece work or incentives?
If yes, please explain.
- n. What percentage of previous trainees, over the last two (2) years, have completed training and been retained by your firm?
 - 1. Number of OJT trainees:
 - 2. Number of OJT employees retained:
 - 3. Percentage retained:

4. Business Applicant Signature

Signature

Date

Print Name

Title

On-the-Job Training (OJT) Job Description

Complete a separate description for each OJT title.

Job Title: _____ **O*Net Code:** _____

Job Description: _____

Job Location: _____

Anticipated Start Date _____ **Shift Days and Hours** _____ **Hourly Wage Rate** _____

Supervisor: _____ **Title:** _____

Is this position subject to a Collective Bargaining Agreement? Yes No

If "yes," specify the name of the union? _____

Job Title: _____ **O*Net Code:** _____

Job Description: _____

Job Location: _____

Anticipated Start Date _____ **Shift Days and Hours** _____ **Hourly Wage Rate** _____

Supervisor: _____ **Title:** _____

Is this position subject to a Collective Bargaining Agreement? Yes No

If "yes," specify the name of the union? _____

Responsibility Questionnaire

Instructions – Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be prepared on company letterhead, signed by an officer of the company, and attached to the completed questionnaire.

1. Within the past five years, has your firm, any affiliate¹, any principal, owner or officer or major stockholder (10% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following:
 - a. A judgment or conviction for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
 Yes No
 - b. A criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
 Yes No
 - c. An unsatisfied judgment, injunction or lien obtained by a government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any local, state or federal government agency?
 Yes No
 - d. An investigation for a civil violation for any business-related conduct by any local, state or federal agency?
 Yes No
 - e. A grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
 Yes No
 - f. A local, state or federal suspension, debarment or termination from the contracting process?
 Yes No

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

Attachment O

- g. A local, state or federal contract suspension or termination for cause prior to the completion of the term of a contract?
 Yes No
- h. A local, state or federal denial of a lease or contract award for non-responsibility?
 Yes No
- i. An agreement to voluntary exclusion from bidding/contracting?
 Yes No
- j. An administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract or lease?
 Yes No
- k. A local, state or federal determination of a willful violation of any prevailing wage law or a violation of any other labor law or regulation?
 Yes No
- l. A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?
 Yes No
- m. A denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?
 Yes No
- n. A rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract?
 Yes No
- o. A consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?
 Yes No
- p. An Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?
 Yes No
- q. A rejection of a bid on a New York contract or lease for failure to comply with the MacBride Fair Employment Principles?
 Yes No

- r. A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
- federal, state or local health laws, rules or regulations
 - unemployment insurance or workers' compensation coverage or claim requirements
 - ERISA (Employee Requirement Income Security Act)
 - federal, state or local human rights laws
 - federal or state security laws
 - federal INS and Alienage laws
 - Sherman Act or other federal anti-trust laws?

Yes No

- s. A finding of non-responsibility by an agency or authority due to the failure to comply with the requirements of Tax Law Section 5-a?

Yes No

2. Has the vendor been the subject of agency complaints or reports of contract deviation received within the past two years for contract performance issues arising out of a contract with any federal, state or local agency? If yes, provide details regarding the agency complaints or reports of contract deviation received for contract performance issues.

Yes No

3. Does the vendor use, or has it used in the past five (5) years, an Employee Identification No., Social Security No., Name, DBA, trade name or abbreviation different from that listed on your mailing list application form? If yes, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such company and d/b/a on a separate piece of paper and attach to this response.

Yes No

4. During the past three years, has the vendor failed to file returns or pay any applicable local, state or federal government taxes?

Yes No

If yes, identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the company failed to file/pay and the current status of the liability:

5. During the past three years, has the vendor failed to file returns or pay New York State Unemployment Insurance?

Yes No

If yes, indicate the years the company failed to file/pay the insurance and the current status of the liability:

6. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates within the past seven years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates, regardless of the date of filing?

Yes No

If yes, indicate if this is applicable to the submitting vendor or one of its affiliates:

If it is an affiliate, include the affiliate's name and FEIN:

Provide the court name, address and docket number:

Indicate if the proceedings have been initiated, remain pending or have been closed:

If closed, provide the date closed: _____

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions to make a determination regarding the award of a contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- Is under a duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

_____ Name of Business	_____ Signature of Officer
_____ Address	_____ Typed Copy of Signature
_____ City, State, Zip	_____ Title

Principal place of business if different from address listed above (include complete address):

On-the-Job Training National Emergency Grant
Notice of Obligational Authority Request Form

Part 1: Local Area Info

1. Local Area Grant Recipient:
2. OJT Coordinator:

Part 2: Participant (New Hire) Info

1. Name:
2. NYOSOS Number:
3. Date of Dislocation:

Note: Date of Dislocation must be on or after January 1, 2008.

4. Unemployed 27 weeks or more? Yes No
5. JobZone/O*Net assessment performed? Yes No

Note: An assessment using these tools must be completed before the individual can enter an OJT/NEG.

6. Position being hired for:

Part 3: Business Info

1. Name:
2. FEIN:
3. Number of Employees:

4. Has the due diligence process been completed for this business? Yes No

Note: If no, the due diligence process must be completed before a contract can be written.

Part 4: Training Plan

1. Has training plan been developed? Yes No

Note: A training plan must be completed before the individual can enter the OJT/NEG.

2. Will the training be completed in 6 months? Yes No

Note: OJT's funded in whole or in part by OJT/NEG funds cannot exceed 6 months.

3. Training Start/Hiring Date:

Part 5: Funding

1. Pay Rate (\$/hr.):
2. Length of Training (in hours):
3. Percentage of Reimbursement:
 - a. Was a waiver used? Yes No
 - b. If yes, which waiver was utilized? Business Size Skills Gap

4. Funding request:
 - a. Program Costs:
 - i. Wage Reimbursement:

 - ii. Supportive Services:

 - b. Administrative Costs (8% of Total Program Costs):

 - c. Total Funding Request (Program and Administrative):

EMPLOYER _____

PERIOD REPORTED _____

EMPLOYEE NAME _____

		HOURS							
	REG	VAC	Overtime	HOL	SICK	OTHER (SPECIFY)	TOTAL		
MONDAY									
TUESDAY									
WEDNESDAY									
THURSDAY									
FRIDAY									
TOTAL									
MONDAY									
TUESDAY									
WEDNESDAY									
THURSDAY									
FRIDAY									
TOTAL									
Two WEEK TOTAL									

EMPLOYEE SIGNATURE: _____ DATE: _____

SUPERVISOR SIGNATURE: _____ DATE: _____