

MassWorkforce Issuance

Workforce Issuance No. 11-28

Policy **Information**

To: Chief Elected Officials
Workforce Investment Board Chairs
Workforce Investment Board Directors
Title I Administrators
Career Center Directors
Title I Fiscal Officers
DCS Regional Managers

cc: WIA State Partners

From: George Moriarty, Director
Department of Career Services

Date: April 25, 2011

Subject: **On-the-Job Training (OJT) - Revised**

Purpose: To provide revised guidance to Local Workforce Investment Boards, One-Stop Career Center Operators and other local workforce investment partners with respect to development and implementation of local WIA On-the-Job Training (OJT) policies for their respective areas. This Policy replaces MassWorkforce Issuance No. 00-41, On-the-Job Training and Customized Training (10/18/2000). A separate, revised policy issuance will address customized training.

Background: WIA §101(31) defines “On-the-Job Training” as:

“Training by an employer that is provided to a paid participant while engaged in productive work in a job that –

- (A) provides knowledge or skills essential to the full and adequate performance of the job;
- (B) provides reimbursement to the employer of up to 50% of the wage rate of the participant, for the extraordinary costs of providing the training; and
- (C) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.”

WIA Regulations at §663.700 through §663.720 contain the provisions for conducting OJT. The regulations cover specific information regarding general, contract, and employer payment requirements. The regulations also provide for the inclusion of employed workers as participants in OJT under certain conditions (§663.705).

Policy: Local areas will develop a local On-the-Job Training (OJT) policy compliant with all requirements under the Workforce Investment Act of 1998 (WIA) and consistent with the guidance as provided in Attachment A. This policy is in effect for all Workforce Investment Act funds provided through the Department of Career Services.

Action

Required: Please assure that all appropriate local staff are informed of the content of this policy.

Effective: Immediately.

References: Workforce Investment Act (WIA); WIA Regulations at 20 CFR Parts 663.700 through 663.720.

Inquiries: Please email all questions to PolicyQA@detma.org. Also, indicate Issuance number and description.

Attachments: Attachment A: OJT Procedural Guidance
Attachment B: Sample Employer Eligibility Checklist
Attachment C: Sample OJT Skill Gap Form
Attachment D: Sample OJT Contract
Attachment E: Sample OJT Justification Form
Attachment F: Sample Employer Invoice Monthly
Attachment G: Sample OJT Monthly Progress Report
Attachment H: Sample OJT Local Monitoring Report
Attachment I: Sample MA Certificate of Good Standing

ATTACHMENT A

WIA OJT Procedural Guidance

A. General Provisions

1. On-the-Job Training provided with WIA funds must serve WIA eligible individuals only. If utilizing OJT, local areas must only use that specific source of WIA funding appropriate for the particular WIA-eligible population to be served. WIA Adult funds may be used for low-income adults, WIA Dislocated Worker funds for dislocated workers and WIA Youth funds for low-income, training-eligible youth. WIA Adult or Dislocated Worker funds may be used for a youth who qualifies as either an adult or dislocated worker, respectively as long as the individual youth is registered in said WIA program in MOSES.
2. On-the-Job Training may not be used for a position for which the participating employee/trainee must pay a fee as either a condition of hiring or of retaining employment after successful completion of training.
3. On-the-Job Training may only be undertaken for a full-time position as determined by a review of work schedules considered the “full-time” standard for said position by the employer and other employers within the same industry for the local area, but in no case for a position of less than 32 hours per week. OJT positions must not be temporary, intermittent or seasonal.
4. All On-the-Job Training must be conducted under the terms of a formal, written contract (Reference as an example: Attachment D) with the participating employer. A separate OJT contract must be executed for each individual trainee.
5. On-the-Job Training may not be contracted with any employer engaged in a work stoppage or labor dispute. Employers must assure that OJT funds will not be used to assist, promote or deter (either directly or indirectly) union organizing.
6. The terms of the OJT contract cannot violate the terms of a collective bargaining agreement if one is in effect. If a collective bargaining agreement is in effect, written agreement that the training plan does not conflict with a current bargaining agreement must be obtained from the representative labor organization and must be attached to the signed contract form.
7. On-the-Job Training may not be contracted with an employer that has either reduced the workforce with the intention of filling the vacancy with the individual receiving training under the OJT contract or displaced a currently employed worker as a result of the OJT contract.
8. The OJT employer must assure that it will compensate the trainee at a rate that is, at the very minimum, consistent with either the federal or state minimum wage rate, whichever is higher, but must also be comparable to the compensation rate for the employer’s regular workers in the same occupation and possessing commensurate skills and experience. OJT trainees must

receive the same workers' compensation coverage and benefits package as regular employees of comparable tenure and experience employed in the same or similar position.

9. OJT contracts may not be executed with an employer (or on behalf of an employer) that has exhibited a pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages, benefits (including health benefits), and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
10. An OJT contract is limited in duration as appropriate to the occupation for which the participant is being trained. In determining the appropriate length of the contract, consideration should be given to the OJT Trainee's skill gap in relation to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. (A example of skill gap documentation is provided in Attachment C.)
11. The participating employer must be compliant with WIA requirements described in §181(a)(1)(A) and 20 CFR §667.272 for wage and labor standards, 20 CFR §667.274(a) for health and safety standards and 29 CFR §37.20(a)(1) and (2) for antidiscrimination requirements.
12. The employer must provide the local area with a current Massachusetts Certificate of Good Standing and/or Tax Compliance. The certificate must be dated no earlier than 6 months prior to the start date of the OJT. The employer must request the Certificate from the MA Department of Revenue. The request may be made through the following link:

http://www.mass.gov/?pageID=dorterminal&L=3&L0=Home&L1=Businesses&L2=Programs+%26+Services&sid=Ador&b=terminalcontent&f=dor_help_goodstanding&csid=Ador

A sample "Certificate in Good Standing" is provided as Attachment I.
13. The participating OJT employer must be compliant with all tax requirements of the Commonwealth of Massachusetts including, but not limited to compliance with requirements regarding the Department of Unemployment Assistance (DUA).
14. The participating OJT employer must not be debarred from conducting business with the Commonwealth of Massachusetts or the federal government.
15. An OJT contract may not be executed with an employer that has relocated from one location to another until 120 days after the date on which the employer commenced operations at the new location if the relocation resulted in layoffs at the original location.
16. Prior to executing an OJT contract with a prospective employer, the local area must assure that all employer eligibility requirements are met by completing the Employer Eligibility Checklist (Attachment B).
17. The OJT monitoring should be based on the length of the contracted training at a frequency commensurate with the complexity and duration of the OJT. An example of an appropriate

monitoring schedule might be: two (2) monitoring reports (Attachment H), including one (1) on-site visit for training of less than six (6) months duration; for training of six (6) months to one year duration, a minimum of three (3) monitoring reports, including two (2) on-site visits; for training lasting fifteen (15) months or longer, a minimum of four (4) monitoring reports, including three (3) on-site visits.

In addition to required monitoring activity, monthly progress reports (Attachment G) for each OJT must be completed by the participating employer and submitted for review.

18. At a minimum, the contract scope of service must identify the trainee, the occupation, the skills and competencies to be learned (including required certifications), the length of time the training will be provided, the percentage and total amount of reimbursement to the employer for the extraordinary costs of providing the training, and a schedule for monitoring training progress.
19. An OJT contract may not be executed for any individual laid off from the same job for which an OJT contract is being developed.

B. OJT Payments to Employers

1. OJT payments are deemed to be compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants.
2. Under the statutory requirements of WIA employers may be reimbursed up to 50 percent of the wage rate of an OJT participant for the extraordinary costs of providing the training and additional supervision related to the OJT. The Commonwealth has been granted a waiver of the language mandating only the 50% rate to allow a tiered reimbursement schedule. Under the waiver an employer of 50 or fewer employees will receive a 90% reimbursement rate, an employer with 51 – 250 employees will receive a 75% reimbursement rate and employers with more than 250 employees will be reimbursed at a 50% rate (see Section F).
3. Employers are not required to document the extraordinary costs associated with providing OJT.
4. Employers may receive wage reimbursement described above while the training participant is actively engaging in OJT. Paid leave, such as holidays, sick time, and personal time, as well as overtime worked above the employer's standard work week, *are not eligible* as part of the OJT wage reimbursement calculation. Employers, however, are obligated to pay training participants a wage and rate (including paid leave such as described above) commensurate with other employees working in a similar capacity and with comparable tenure at that employer.

C. Reverse Referral

Under certain circumstances OJT initiated through “reverse referral” may be permitted. Reverse referral occurs when an individual is referred to the career center from a prospective employer (under either formal or informal agreement) for assessment as to whether or not the individual

meets the employer's hiring requirements for a specific position. Development of an OJT for an individual referred by the employer may be permitted only when:

- the individual progresses through the intake process as would any other career center customer and meets all requirements for eligibility as specified in this policy;
- the completed case plan indicates training is necessary for the individual to perform the work associated with the position for which the employer has an opening to fill;
- the employer meets all of the eligibility requirements under this policy; and
- the employer provides assurance that the individual has not previously been employed by the employer in the same or similar position.

D. On-the-Job Training for Employed (Incumbent) Workers

OJT contracts executed on behalf of eligible employed (incumbent) workers must meet all the provisions described above. Additionally, use of WIA funds to train incumbent workers is also governed by the requirements of two previously approved waivers [see MassWorkforce Issuance No. 11-09, State Plan and Waivers Extension for FY 2011 (10/1/10)]:

- On-the-Job Training for Incumbent Workers Funded with Local Formula Funds.
 1. Use of WIA Adult funds is restricted to serving low-income adult incumbent workers (local formula dislocated worker funds may not be used for incumbent worker training);
 2. Incumbent worker training should be part of a lay-off aversion strategy specifically described in the scope of work;
 3. All delivered training is restricted to skill attainment activities; and
 4. Performance outcomes for individuals must be reported in WIASRD.
- On-the-Job Training for Incumbent Workers Funded with Rapid Response Funds
 1. Incumbent worker training must be part of a lay-off aversion strategy;
 2. All delivered training is restricted to skill attainment activities; and
 3. Performance outcomes for individuals must be reported in WIASRD.

E. On-the-Job Training Funded with Resources Other Than Locally Allocated WIA Funds

Specific requirements of funding sources other than a local area's annual WIA allocation must be incorporated and/or added to the general OJT requirements iterated in this policy. Such requirements will be designated in separate notice specific to the implementation of any other funding sources that may be used for OJT.

F. Massachusetts OJT Waiver

The U.S. Department of Labor has approved a waiver of WIA Section 101(31)(B) to increase the employer reimbursement rate for on-the-job training.

The Workforce Investment Act of 1998 allows no more than a 50% reimbursement rate to an employer that provides on-the-job training (OJT) services to newly hired workers. The approved waiver allows use of a sliding scale in determining the level of employer reimbursement for the provision of OJT. In accordance with the waiver, the Commonwealth's OJT reimbursement policy permits: a 90% reimbursement rate for employers with 50 or fewer employees and a 75% rate for employers with 51-250 employees. For employers with more than 250 employees, the statutory limit of 50% reimbursement remains in effect.

The waiver is applicable to both WIA formula funds and funds made available under the American Recovery and Reinvestment Act of 2009. Local areas must confer with the Department of Career Services in advance of utilizing this waiver and planned usage of the OJT waiver must be documented in the local Annual Plan.

The waiver must be requested and approved on an annual basis. Should any change occur with regard to the OJT reimbursement rate described herein, appropriate written notice shall be provided.

Employer OJT Eligibility Determination
WIA OJT Eligible <input type="checkbox"/> Yes <input type="checkbox"/> No
Checklist Completion Date:

Massachusetts On-the-Job Training (OJT) OJT Employer Eligibility Checklist

Section 1: Employer Information

Employer's Legal Business Name:		
Alternative Business Name(s) (including DBAs):		
MOSES Employer ID:	FEIN ¹ :	
DUA No. ²	DUNS No. ³ :	
Business Address:		
City:	State:	ZIP:
OJT Site Address (If different than above):		
City:	State:	ZIP:
Employer OJT Contact Person:	Title:	
Contact Telephone Number	E-mail:	Fax:
Type of Business: <input type="checkbox"/> Private: <input type="checkbox"/> Not-for-Profit <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
Brief Description of Business:		
Employer NAICS Code ⁴ :	# of Employees on OJT Site:	Years in Existence:
Is the Business being sold or merging with another employer: Yes <input type="checkbox"/> No <input type="checkbox"/>		
If YES, Provide explanation:		
For informational purposes only: Is the site handicapped accessible? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If YES, explain:		

Section 2: Employer Review

1) Has the employer had any lay-offs in the last 3 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1a) If YES, provide explanation:	
2) Has the employer filed any WARN ⁵ notices in the last 3 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2a) If YES, provide explanation:	
3) Has the employer failed to provide OJT Trainees with continued long-term employment in the past?	Yes <input type="checkbox"/> No <input type="checkbox"/>

¹ Federal Employer Identification Number (FEIN)

² Department of Unemployment Assistance (DUA)

³ Dun & Bradstreet (D&B) provides a "data universal number system" (DUNS) which is a unique nine-digit identification number for each business. The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. *It is not required for OJT in Massachusetts.*

⁴ North American Classification Systems (NAICS)

⁵ Worker Adjustment and Retraining Notification (WARN) [<http://www.doleta.gov/programs/factsht/warn.htm>]

3a) If YES, provide explanation:	
4) Has the employer already hired the prospective OJT Trainee(s)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4a) If YES, provide explanation:	

Section 3: Meeting Federal Criteria

5) Is the employer looking to relocate operations in whole or in part?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5a) If YES, does the company intend to use WIA funds for relocation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6) Has the employer relocated within the past 120 days?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6a) If YES, were employees laid off at the previous location as a result of the re-location?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7) Is the employer able to commit to providing long-term employment for successful OJT Trainees?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7a) If NO, provide explanation:	
8) Will OJT funds be used to directly or indirectly assist, promote or deter union organizing?	Yes <input type="checkbox"/> No <input type="checkbox"/>
9) Will the OJT result in the full or partial displacement of employed workers? ⁶	Yes <input type="checkbox"/> No <input type="checkbox"/>
10) Does the employer agree to provide OJT Trainee wages that are at least equal to:	Yes <input type="checkbox"/> No <input type="checkbox"/>
a) The Federal, state or local minimum wage (which ever is highest)? ⁷	Yes <input type="checkbox"/> No <input type="checkbox"/>
b) Other employees in the same occupation with similar experience	
11) Does the employer agree to provide the OJT Trainee with the same workers' compensation, health insurance, unemployment insurance, retirement benefits, etc. as regular, non-OJT employees?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If NO, provide explanation:	
12) Does the employer agree to comply with the non-discrimination and equal opportunity provisions of the Workforce Investment Act of 1998 and its regulations?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 4: Meeting Commonwealth Criteria

13) Is the employer in good standing with the Department of Unemployment Assistance?	Yes <input type="checkbox"/> No <input type="checkbox"/>
14) Is the business currently debarred from doing business with the Commonwealth or the federal government according to the following lists:	
a. Federal Government's Excluded Parties List System	Yes <input type="checkbox"/> No <input type="checkbox"/>
b. Division of Capital Asset Management Debarred Contractor's List	Yes <input type="checkbox"/> No <input type="checkbox"/>

⁶ Displacement occurs when: 1) the employer has terminated the employment of any regular employee with the intention of filling the vacancy with an OJT participant; 2) when the OJT position infringes on the promotional opportunities of currently employed workers; or 3) when an individual is on layoff from the same or any substantially equivalent job as the OJT position. Displacement may also include a reduction in the hours of non-overtime work, wages, or employment benefits of any currently employed employee.

⁷ According to the Fair Labor Standards Act

c. Businesses Issued Stop Work Orders by the Department of Industrial Accidents	Yes <input type="checkbox"/> No <input type="checkbox"/>
d. Office of the Attorney General Debarment List	Yes <input type="checkbox"/> No <input type="checkbox"/>
15) Has the employer been issued a Certificate of Good Standing from the Massachusetts Department of Revenue within 6 six months of the anticipated OJT start date? (If YES, attach to this checklist)	Yes <input type="checkbox"/> No <input type="checkbox"/>
15a) If NO, provide explanation ⁸ :	

Section 5: OJT Information

Potential OJT Positions:	
16) Are any of the positions of a seasonal, part-time or interim nature?	Yes <input type="checkbox"/> No <input type="checkbox"/>
16a) If YES, explain:	
Additional Comments:	
Employer meets all requirements of WIA OJT Eligibility	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6: Signatures

I hereby certify that the above information is, to the best of my knowledge, true and correct.

Employer Signature:	Date:
Type/Print Name:	Title:

Checklist Prepared By:

Signature:	Date:
Type/Print Name:	Title:
Career Center:	

⁸ Note: A certificate of good standing from the Department of Revenue issued within 6 months of the OJT start date is required to execute an OJT Contract.

**Massachusetts On-the-Job Training (OJT)
Sample OJT Skill Gap Form**

I. GENERAL OJT INFORMATION

Date Submitted:	Career Center Name:
Career Center Contact Person:	Contact Person Phone:
Employer Name:	Employer MOSES ID:
Employer Phone #:	Employer Fax #:
Employer E-mail:	
OJT Training Address:	
Trainee Name:	MOSES ID#:

OJT Position Title:	O*NET SOC #:
O*NET Job Zone:	SVP Level:
OJT Start Date:	OJT End Date:
Total Training Hours:	Number of Training Weeks:
Hourly Rate: \$	Reimbursement Rate %
Total Estimated Contract Amount: \$	
Additional Information:	

II. SKILL GAP ANALYSIS

Required Skills for OJT Position	Candidate Skill Level	How Skill Level Determined SA = Self Attestation AR = Assessment Results (please specify assessment instrument used) O = Other (please specify)	Notes / Explanation
	<input type="checkbox"/> Unskilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled		
	<input type="checkbox"/> Unskilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled		
	<input type="checkbox"/> Unskilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled		
	<input type="checkbox"/> Unskilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled		
	<input type="checkbox"/> Unskilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled		
	<input type="checkbox"/> Unskilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled		
	<input type="checkbox"/> Unskilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled		
	<input type="checkbox"/> Unskilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled		
	<input type="checkbox"/> Unskilled <input type="checkbox"/> Some Skill <input type="checkbox"/> Skilled		
Estimated Total Training Hours:			

Add additional rows or sheets as necessary

III. SIGNATURES

<i>I agree that this form is an accurate reflection of my skill level in relation to the potential On-the-Job Training position in question.</i>		
OJT Candidate Signature:	Type/Print Name:	Date:

<i>I hereby certify that the information contained herein is, to the best of my knowledge, true and correct.</i>		
Career Center Staff Signature:	Date:	
Type/Print Name:	Title:	Career Center:

Sample OJT Contract

OJT Contract Number:
Contract Period:
Contract Date:
Funding Source: <input type="checkbox"/> WIA Adult <input type="checkbox"/> WIA Dislocated Worker <input type="checkbox"/> WIA Youth <input type="checkbox"/> NEG <input type="checkbox"/> Rapid Response <input type="checkbox"/> Other: _____

Contract Status <input type="checkbox"/> Draft <input type="checkbox"/> Final

SECTION 1: GENERAL INFORMATION

OJT OPERATOR/FISCAL AGENT

OJT Operator/Fiscal Agent:	Contact Person:	E-mail:
Address:	Telephone:	Fax:

CAREER CENTER

Career Center Name:	OJT Contact Person:	E-mail:
Address:	Telephone:	Fax:

EMPLOYER/BUSINESS

Employer's Legal Business Name:			
Alternative Business Name(s) (including DBAs):			
Employer ID ¹ :	Training Provider ID ² :	FEIN ³ :	
DUA No. ⁴ :		DUNS No. ⁵ :	
Business Address:			
OJT facility location (If different than above):			
Employer OJT Contact Person:		Title:	
Contact Telephone:	E-mail:		Fax:
Type of Business: <input type="checkbox"/> Private: <input type="checkbox"/> not-for-profit <input type="checkbox"/> sole proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
Business Description/Main Product:			
Employer NAICS Code ⁶ :	# of Employees on OJT Site:	# Years in business:	
Workers' compensation company:	Workers' compensation account #:	Workers' compensation	

¹ MOSES Employer Identification

² MOSES Training Provider Identification

³ Federal Employer Identification Number (FEIN)

⁴ Department of Unemployment Assistance (DUA)

⁵ Dun & Bradstreet (D&B) provides a "data universal number system" (DUNS) which is a unique nine-digit identification number for each business. The federal government requires organizations to provide a DUNS number as part of their grant applications and proposals. *It is not required for OJT in Massachusetts.*

⁶ North American Industry Classification Systems (NAICS)

		effective dates:
Does the company have any of the following (<i>if so, please attach copies to this contract</i>):		
<input type="checkbox"/> EEO/Affirmative Action Plan <input type="checkbox"/> Written Grievance Procedures <input type="checkbox"/> Personnel Policies & Procedures		

SECTION 2: ON-THE-JOB TRAINING PROGRAM

TRAINEE INFORMATION

Trainee Name:	MOSES ID#:	Telephone:
Statement of need for On-the-Job training:		
How will the On-the-Job Training benefit the Trainee?:		

OJT POSITION INFORMATION

OJT Job Title:			
OJT Job Description:			
OJT Beginning Date:		OJT End Date:	
OJT Work Schedule (days/times):		Hours/week:	
O*NET SOC # ⁷ :	O*NET Job Zone:	SVP Level ⁸ :	
Labor Market Outlook:			
OJT Funding Source:			
Hourly Wage Rate: \$ _____	Reimbursement Rate: _____%	Total Training Hours: _____	Max Reimbursement: \$ _____
Trainee Pay Schedule: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (Specify):			
Pay Day:		Pay Period Covers:	
Training Supervisor:	E-mail:	Phone:	

EMPLOYEE BENEFITS

Benefit Provided	Type of Benefit	% Covered by Employer	When Available to Employee
<input type="checkbox"/>	Medical Insurance		
<input type="checkbox"/>	Life Insurance		
<input type="checkbox"/>	Paid Holidays		
<input type="checkbox"/>	Sick Pay		
<input type="checkbox"/>	Paid Vacation		
<input type="checkbox"/>	Retirement Benefits		
<input type="checkbox"/>	Other (specify):		

⁷ Standard Occupational Classification (SOC). See O*NET for more information: <http://online.onetcenter.org>

⁸ Specific Vocational Preparation (SVP). O*NET: <http://online.onetcenter.org>

TRAINING OUTLINE

OJT Training Phase One = 1st half of OJT

OJT Training Phase Two = 2nd half of OJT

OJT Training Phases should be equal in length

OJT TRAINING PLAN OUTLINE				
PHASE ONE DATES:		PHASE TWO DATES:		
SKILLS TO BE LEARNED <i>(skills may be learned concurrently)</i>	PHASE NO. (Phase I or Phase II)	INSTRUCTION METHOD (e.g. instruction, shadowing, practice, reading manuals, etc.)	ESTIMATED TRAINING HOURS	PROGRESS EVALUATION METHOD OD = Observable Demonstration PR = Product Review Q = Meets Performance Quota
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

- Add additional rows/sheets as necessary
- Attach full OJT Training Plan to this OJT Contract

SECTION 3: TERMS AND CONDITIONS

This On-the-Job Training (OJT) Contract is between the (Fiscal Agent Name) herein after called the OJT Operator and (Name of Employer), herein after called Employer. Both parties agree to the terms and conditions set forth within this contract. The contract term commences on (enter start date here) and terminates on (enter end date here).

CONTRACT PURPOSE

The purpose of this contract is to establish the general terms and conditions under which WIA participants (“the Trainee”) shall receive On the Job Training, as that term is defined under the Workforce Investment Act of 1998, from the Employer and to establish the reimbursement due to the Employer for the training period identified herein. .

OJT DEFINITION

In accordance with the WIA Section (101)(31), the term “on-the-job training” means training by an employer that is provided to a paid trainee while engaged in productive work. This training will:

- a) Provide knowledge or skills essential to the full and adequate performance of the job;
- b) Qualify for reimbursement to the employer of a percentage of the wage rate of the Trainee (see Section 2 above for wage reimbursement rate), for the extraordinary costs of providing the training and additional supervision related to the training; and
- c) Limit the OJT contract period of time for a trainee to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the trainee, the prior work experience of the trainee, and the individual employment plan, as appropriate.

TRAINING

1. The Employer agrees to employ the Trainee and develop a training plan for the OJT Trainee that includes competencies needed to be satisfactorily skilled in the OJT position.
2. The Employer agrees the OJT training period will be at least four weeks and not exceed 26 weeks.*
3. The Employer will not start any Trainee at work or begin on-the-job training until an OJT Contract has been issued and signed by the OJT Operator. The Employer understands that OJT funds cannot be authorized after work has begun.
4. The Employer attests that the Trainee is not presently employed and has not previously been employed by the Employer in the same or similar capacity as the OJT position, nor is the Trainee presently on a layoff status subject to recall by the Employer or other like status with the Employer.
5. If the OJT is provided to one of the Employer's current employees, the Employer verifies that the OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT Trainee with additional wages, hours or benefits.
6. The Employer assures that the OJT Trainee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees.

7. The Employer agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rate, including increases, and benefits as trainees or employees who are situated in similar jobs with similar experience. Such rates shall be in accordance with applicable law, but no less than the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law, which ever is higher.
8. The Employer agrees to provide the OJT Trainee with the same workers' compensation, health insurance, unemployment insurance, retirement benefits, and other employer-provided benefits, as regular, non-OJT employees.
9. The Employer agrees to complete monthly progress reports, invoices, and other OJT-related paperwork in a timely fashion.
10. The Employer will provide a copy, if available, of its policies to the Trainee covering, in addition to benefits and grievance procedures, any specific rules or regulations by which the Trainee is expected to abide. If no Employer grievance policy is provided, the OJT Operator policy will apply.
11. The Employer sponsored level of training in existence prior to initiation of this project shall be continued and not be reduced in level of effort in any way as a result of this Contract except for reductions unrelated to the provisions or purposes of this Contract.
12. The Employer certifies that no member of the OJT Trainee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Trainee's spouse.
13. Employer assures the OJT training will not involve political activities.
14. Employer assures that the OJT Trainee will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
15. The Employer may not further subcontract the on-the-job training provided for under this Contract.

HEALTH AND SAFETY

1. Employer agrees that it possesses the necessary facilities, staff, and equipment to provide quality training.
2. Employer ensures that its buildings and surroundings pose no threat to the health, safety, or welfare of employees. Such buildings and surroundings, to the best knowledge of the Employer, also meet the standards set forth in the applicable rules and regulations of the Occupational Safety and Health Administration (OSHA), and other applicable state and local health and safety regulations.

FISCAL

1. OJT Operator shall reimburse Employer on a (Enter a term such as a monthly or bi-monthly) basis in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to Trainee.
2. OJT Operator shall reimburse Employer based on actual training time. OJT Operator shall not reimburse for paid leave the OJT Trainee may take such as holidays, sick time, or personal time. The Employer, however, agrees to compensate the OJT Trainee for paid leaves at the same rates as similarly situated employees or trainees.
3. OJT Trainee shall be compensated by the Employer at the same rate, including periodic increases not related to individual performance, as similarly situated employees or trainees, but in no event less than the highest of: the minimum wage prescribed under the Fair Labor Standards Act of 1938, as amended; applicable State or local minimum wage laws; local WIA policy.
4. The Employer has given assurance that it will pay overtime for hours worked in excess of forty (40) hours per week. OJT will not reimburse for anything other than the base hourly wage rate for a standard work week up to 40 hours, less any shift differentials.

5. The Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that it will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention.
6. The Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract.
7. The Employer shall, until expiration of 3 years after final payment under this Contract or until such time as any related legal action is resolved, maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred in the performance of this Contract.

MONITORING

1. Employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the OJT Operator, the State and/or the federal government or their authorized agents/representatives, at any time and without prior notice to the employer.
2. The Employer's plants and other facilities, or such part thereof as may be engaged in the performance of this Contract, and all records pertinent thereto shall be subject, upon delivery of reasonable notice, to monitoring, inspection and audit by the OJT Operator, the Governor, Secretary of Labor, Inspector General, or Comptroller General, or their authorized representatives.
3. Employer agrees that such parties shall, until expiration of 3 years after final payment under this Contract or until such time as any related legal action is resolved, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Employer involving transactions related to this Contract and the right to interview the Employer's personnel regarding such matters. All pertinent records shall be open to inspection and audit and subject to being copied either at the Employer's plants or such part thereof as may be engaged in the performance of this Contract or, shall be furnished to the OJT Operator or his/her authorized representative upon request

COLLECTIVE BARGAINING

1. The Employer certifies that the OJT will not impair existing Contracts for services or collective bargaining Contracts and that either it has the concurrence of the appropriate labor organization as to the design and conduct of the OJT, or it has no collective bargaining Contract with a labor organization that covers the OJT position.
2. The Employer further assures that OJT funds will not be used to assist, promote or deter union organizing.

EMPLOYER ASSURANCES

1. The Employer shall provide worker's compensation coverage for the OJT Trainee.
2. The Employer must provide comprehensive general liability insurance protection to Trainee.
3. The Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
4. The Employer assures that it is not debarred or suspended in regard from receiving federal or state funding.
5. The Employer agrees to comply with the non-discrimination and equal opportunity provisions of the Workforce Investment Act of 1998 and its regulations?
6. The Employer assures that it has been issued a Certificate of Good Standing issued by the Massachusetts Department of Revenue within 6 months of the OJT start date stated in this Contract.
7. The Employer assures that it is in compliance with the rules and regulations of (1) Unemployment Assistance, (2) Universal Health Insurance, and (3) Fair Share.

8. The Employer stipulates and agrees that the establishment in which on-the-job training will be given:
 - a) Has not been moved from any previous location less than 120 days prior to the effective date of this Contract;
 - b) Is not a branch, affiliate or subsidiary of a business entity in another locations which has, at any time subsequent to the date in (1) above, relocated or expanded so as to cause an increase in unemployment or the closing down of operations in which the entity conducts business operations.

POST-TRAINING EMPLOYMENT

1. Employer agrees that in good faith it intends to continue the employment of the trainee on a full-time basis upon successful completion of the OJT. Failure to do so without just cause and written notification to the OJT Operator may disallow Employer from engaging in future OJT contracts in the Commonwealth of Massachusetts.
2. Employer agrees that it will not require any Trainee, whose training costs are subsidized in whole or in part with on-the-job training program funds, to sign any non-competition Contract that would limit the future employment of the Trainee in respect to any period of time and/or geographic limit.

DISPUTES, MODIFICATIONS AND TERMINATIONS

1. Any dispute arising under this Contract which alleges a violation of the Workforce Investment Act (WIA) or its regulations shall be handled in accordance with the OJT Operator Grievance Procedure. The Employer agrees that no civil action alleging a violation of WIA of 1998 or its regulations shall be filed without first exhausting the administrative remedies described in the OJT Operator's Grievance Procedure, the Workforce Investment Act (WIA), as amended, and its regulations.
2. The foregoing provision does not prohibit either party from filing a civil action or other form of action or complaint for alleged non-WIA causes of action. The parties hereto may resolve non-WIA grievances by arbitration or some other form of dispute resolution process upon which they mutually agree. Certain WIA related grievances may also be resolved in this alternative manner in accordance with the provisions of the WIA regulations.
3. The OJT Operator reserves the right to institute an administrative modification to reduce in whole or in part the monies provided under this Contract should available monies become insufficient to continue contracted levels.
4. OJT contract is subject to modification or termination due to actions taken by the Federal, state, or local governments that result in a frustration of contract purpose. Such actions include, but are not limited to withdrawal of WIA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIA program activities
5. Trainees will not be terminated without prior notice to the Trainee and reasonable opportunity for correction or improvement of performance including substandard or unsatisfactory progress or conduct. In the case of a Trainee termination, the Employer agrees to immediately contact the OJT Operator and the Career Center to alert them of this action.
6. Failure to comply with any of the terms and conditions of this Contract shall constitute grounds for termination. This Contract may be terminated for non-performance by either the OJT Operator or the Employer following written notice to the other party. Such notice must be posted by certified mail, return receipt requested, and must specify and document the reason for termination.
7. The OJT Operator may, by written notice of default to the Employer, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a) If the Employer fails to perform the services specified herein; or

- b) If the Employer fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the OJT Operator may authorize in writing) after receipt of notice from the OJT Operator specifying such failure.

SECTION 5: SIGNATURES

I hereby agree to all the terms and conditions in this OJT Contract.

EMPLOYER SIGNATURE

Employer Signature:	Date:
Type/Print Name:	Title:

OJT OPERATOR / FISCAL AGENT SIGNATURE

Signature:	Date:
Type/Print Name:	Title:

SECTION 6: COLLECTIVE BARGAINING/UNION AGREEMENT

Complete this section if the employment and training is subject to a collective bargaining agreement.

Is this OJT position subject to a collective bargaining agreement?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If YES , attach a letter from an authorized union official on official union letterhead indicating support for this OJT position, and complete below:	
Union Affiliation:	
Bargaining Unit/Union Official Name:	

Massachusetts On-the-Job Training (OJT) OJT Justification Form

This form summarizes the Career Center decision that the OJT Trainee and employer have been determined eligible for an OJT. Documentation for this summary must be included in the OJT Trainee's files, OJT files, and in MOSES. This form must be submitted to the OJT Operator with the OJT Contract.

Career Center:	Designated OJT Operator:
OJT Trainee Name:	Employer Name:
Moses ID:	Employer ID:
	OJT Course ID:
<p style="text-align: center;">OJT Trainee Eligibility Criteria:</p> <p><input type="checkbox"/> Trainee meets WIA eligibility requirements for OJT</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adult <input type="checkbox"/> Dislocated Worker <input type="checkbox"/> Youth <input type="checkbox"/> U.S. Citizen / Legal Resident <input type="checkbox"/> Selective Service Compliant <p>The Trainee is unable to obtain or retain employment that leads to self-sufficiency without retraining based on the following documentation:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Limited Basic Skills (Based on Test Scores) <input type="checkbox"/> Lack of Marketable Skills (Assessment) <input type="checkbox"/> Lack of Credentials <input type="checkbox"/> Other Issues (Indicate) _____ <p><input type="checkbox"/> The OJT choice is appropriate based on the following assessment(s):</p> <p>Skills: Assessment: _____ <i>Indicate Assessment Type and Name</i></p> <p>Other Assessment(s): _____ <i>Indicate Assessment Type and Name</i></p> <p><input type="checkbox"/> Employer indicates Trainee possesses prerequisites necessary to participate in OJT</p> <p>OJT Job Title: _____</p>	<p style="text-align: center;">Employer OJT Criteria:</p> <p><input type="checkbox"/> OJT Employer Eligibility Checklist is complete</p> <p><input type="checkbox"/> Employer has been determined eligible to participate in OJT</p> <p><input type="checkbox"/> Employer commits to providing long-term employment for successful OJT Trainee</p> <p><input type="checkbox"/> Employer has been issued a Certificate of Good Standing from the Department of Revenue within 6 months (<i>certificate attached</i>)</p> <hr/> <p style="text-align: center;">General OJT Criteria:</p> <p><input type="checkbox"/> OJT Operator indicates that sufficient funds are available to allow the Trainee to complete the OJT.</p> <p><input type="checkbox"/> OJT LMI Information is in MOSES</p> <p><input type="checkbox"/> Labor market data supports the OJT</p> <p>Labor Market Summary (Briefly note): _____</p>

I attest that the above information is true and accurate and documented in the job seeker case file, OJT files, and in the MOSES system.

Print: _____
Prepared By

Career Center Director

Signature: _____

Date: _____

**On-the-Job Training (OJT) Employer Invoice
FY-11 CASH REQUEST FORM**

Preparer should complete yellow shaded areas only

Employer Name	
Address	
Employer Phone	
Training Provider ID:	
Employer ID:	

Invoice #	
Final Invoice?	

OJT Contract #	
Start Date	
End Date	

Invoice/Performance Period	
From	
To	

Prepared By:	
E-mail Address:	

Trainee Name	
Trainee MOSES ID#	

Contract Total	
----------------	--

LINE ITEM	Total Hrs Worked this Requisition Period	Hourly Wage	Reimbursement Rate (50%, 75% or 90%)	Amount Requested this Period
Wages				-

*Documentation (e.g. payroll records) must accompany Amount(s) Requested

I certify under penalties of perjury that all laws, regulations, policies and procedures governing the expenditures of these associated public funds have been complied with and observed.

Employer Signature

Local Area Signature

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--	--

Employer's Authorized Official's Signature Date

Local Area's Authorized Official's Signature Date

--

--

Type/Print Authorized Official's Signature

Type/Print Authorized Official's Signature

--

--

Employer's Authorized Official's Title

Local Area's Authorized Official's Title

Please send original invoice and documentation to:

OJT Coordinator Name:
 WIB or Career Center Name:
 Address:
 City/Town, ZIP:
 Telephone:

Massachusetts On-the-Job Training (OJT)
OJT Monthly Progress Report
To be completed by OJT Employer

Report #:
 Check if Final Report:
 OJT Contract #:

Employer Name:		Employer ID:	
Business Address:		City:	State:
OJT Site Address (If different than above)			
City:	State:	ZIP:	
Employer Contact Number:			
OJT Trainee Name:			MOSES ID:
OJT Course ID#:		OJT Position:	
OJT Contract Period:	Contract Start Date:	to	Contract End Date:
Progress Report Period: to :			

A. ATTENDANCE

Attendance for Progress Reporting Period	Number	Comments:
Absences this period		
Number of times tardy this period		
Hours worked this period		

B. PERFORMANCE

RESPONSIBILITY: <input type="checkbox"/> Seeks additional responsibilities <input type="checkbox"/> Willingly accepts additional responsibilities <input type="checkbox"/> Reluctant to accept additional responsibilities <input type="checkbox"/> Is not dependable	Comments:
ABILITY TO LEARN: <input type="checkbox"/> Learning with exceptional rapidity <input type="checkbox"/> Grasps instructions readily <input type="checkbox"/> Average ability to learn new things <input type="checkbox"/> Somewhat slow in learning <input type="checkbox"/> Limited in learning new duties	Comments:
JOB PERFORMANCE: Accuracy: <input type="checkbox"/> Rarely makes mistakes <input type="checkbox"/> Above average accuracy <input type="checkbox"/> Average accuracy <input type="checkbox"/> Below average accuracy <input type="checkbox"/> Inaccurate accuracy Quantity: <input type="checkbox"/> Usually high output <input type="checkbox"/> Consistently turns out more work <input type="checkbox"/> Finishes allotted amount of work <input type="checkbox"/> Amount of work inadequate	Comments:

C. TRAINING PROGRESS

Occupational Skills <i>Skills learned during this period</i>	PHASE NO. <i>(Phase I or Phase II)</i>	ESTIMATED TRAINING HOURS <i>Estimated hours completed</i>	PROGRESS EVALUATION METHOD <i>OD = Observable Demonstration PR = Product Review Q = Meets Performance Quota</i>	Trainee Rating <i>4. Trainee has acquired competency in the skill 3. Trainee is performing at a satisfactory level 2. Trainee is making progress, but less than a satisfactory level 1. Trainee has not made satisfactory progress</i> *Indicate 4, 3, 2, 1, or Not Applicable	Comments
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					

Pa

Record any change in the OJT Training Plan below:

D. EMPLOYER SIGNATURE

I hereby certify that the training and/or services were provided in accordance with the provisions of the OJT Contract. I also affirm that this Progress Report is true and correct.

Employer's Authorized Official' Signature Date

Print/Type Name

Title

E. OJT TRAINEE SIGNATURE

The Employer has reviewed this Progress Report with me Yes No

I agree/disagree with the contents of this Progress Report Agree Disagree

Trainee Comments: _____

Trainee Signature Date

CAREER CENTER USE ONLY

Received: _____
Career Center Staff Signature Date

ATTACHMENT H

**Massachusetts On-the-Job Training (OJT)
OJT Local Monitoring Report**

OJT INFORMATION

Employer:		
Employer MOSES ID:	OJT Course Number:	
OJT Site Address:		
City:	State:	ZIP:
OJT Trainer/Supervisor:	Title:	
Trainer/Supervisor Phone:	E-mail:	
OJT Trainee:	MOSES ID:	
OJT Reviewer:	OJT Contact Name:	
OJT Contract Dates:	to	Date of Review:

MONITORING SUMMARY

Supervisor Interview	<input type="checkbox"/> Complete	Notes:
Trainee Interview	<input type="checkbox"/> Complete	Notes:
Reviewer Report & Observations	<input type="checkbox"/> Complete	Notes:
Technical Assistance Provided	<input type="checkbox"/> Yes <input type="checkbox"/> No	Notes:
Corrective Action Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Notes:

TRAINEE'S INTERVIEW SHEET

1. OJT TRAINING PLAN:

- a. Do you have a copy of your OJT Training Plan? YES NO
- b. Does it match the job you are doing? YES NO
- c. Are you receiving the type of training specified in the OJT Training Plan? YES NO

Comments: _____

2. SUPERVISION:

- a. Who is training you (i.e., your supervisor, co-worker, specialized trainer)? _____
- b. Who assigns your work? _____
- c. How much time does your trainer/supervisor spend with you during the day?

- d. Does your supervisor/trainer explain your assignments and give you help if needed? YES NO
- e. Does your supervisor/trainer review your job performance with you? YES NO
- f. Does your supervisor/trainer review the monthly progress reports with you? YES NO

Comments: _____

3. TIME & ATTENDANCE:

- a. How many hours per week are you working? _____
- b. How much are you paid? _____
- c. How are your work hours tracked (e.g. sign in, punch a clock)? _____
- d. Are you paid regularly and in a timely fashion? YES NO

Comments: _____

4. GENERAL:

- a. Do you believe the training site is easily accessible, safe and friendly? YES NO
- b. Do you have any problems with your job? YES NO
- c. Are you getting along with your co-workers and supervisor/trainer? YES NO
- d. Is there anything particular you like or dislike about your job?

Is there anything else you would like to share with me about your OJT experience?

SUPERVISOR'S INTERVIEW SHEET

Supervisor Interviewed:	Supervisor Job Title:
Interview Date:	Interview Location:

1. **SUPERVISION AND TRAINING:**

- a. Do you have a copy of the OJT contract? YES NO
- b. Do you review the trainee's progress report with the trainee? YES NO
- c. Do the trainee's work assignments comply with the OJT Training plan? YES NO
- d. Is the training plan being followed? YES NO
- e. How is the trainee's safety and well-being ensured?

Comments: _____

2. **TIME RECORDS:**

- a. How are the trainee's work hours tracked?

(Person monitoring should review current time card/sheets.)
- b. How would you describe the trainee's attendance and punctuality?

- c. What is the trainee's hourly rate of pay? \$ _____

Comments: _____

3. **GENERAL:**

- a. Is the trainee performing his/her work assignments satisfactorily? YES NO
- b. Do you have any concerns about the trainee? YES NO
- c. Do you have any concerns about the OJT contract? YES NO
- d. In general, are you satisfied with the OJT contract? YES NO

Comments: _____

REVIEWER REPORT & OBSERVATIONS

1. PERCEPTION OF PLANT/FACILITY

- a. Were all equipment, materials, etc. found in working order and in sufficient quality YES NO
- b. Were they up-to-date? YES NO
- c. In your opinion, is the work/training site unsanitary, hazardous, or dangerous to the trainee's health or safety? YES NO
- d. Is there sufficient space for training activities? YES NO
- e. Are there any other health/safety issues? YES NO
- f. If applicable, has appropriate accommodation been made for an OJT trainee covered under the Americans with Disabilities Act? YES NO

Comments: _____

2. TRAINING CONTENT

- a. Is the schedule being followed according to the contract? YES NO
- b. If not, do the changes conform to the approved training plan and the total number of training hours specified in the contract? YES NO
- c. Does the trainee hourly wage match the OJT contract? YES NO
- d. If not, explain _____

Comments: _____

3. ATTENDANCE

- a. Is there an attendance or punctuality issue? YES NO
- b. If yes, what methods are being employed to address attendance issues?

4. TEACHING METHODS

- a. Is the instructional method as described in the training plan being implemented? YES NO
- b. Are the training hours as described in the training plan sufficient for each task? YES NO
- c. Is the agreed upon method of evaluation being used? YES NO
- d. Is skill level being successfully attained? YES NO
- e. Does the trainer appear motivated and competent? YES NO
- f. Does the trainee appear attentive and interested? YES NO
- g. Is native language of trainee spoken by trainer? YES NO
- h. Is trainee paid in timely fashion? YES NO

Comments: _____

5. REPORTS

- a. Is the employer submitting required Monthly Progress reports in a timely fashion? YES NO
- b. Is the employer submitting invoices in a timely fashion? YES NO
- c. If not, what corrective actions are in place to address this issue?

Comments: _____

6. WIA REGULATIONS COMPLIANCE

- a. Are any WIA dollars being used for political activities? YES NO
- b. Are any WIA dollars being used to aid or deter union organizing or collective bargaining? YES NO
- c. Are any WIA dollars being used to promote any sectarian or religious activities? YES NO
- d. Are any WIA trainees being charged any fees for any service? YES NO

Comments: _____

7. SUMMARY

Was technical assistance provided or necessary? YES NO
If yes, explain:

Is corrective action required? YES NO
If yes, explain:

Print/Type Reviewer Name

Reviewer Signature / Date

MASSACHUSETTS DEPT. OF REVENUE
P.O. BOX 7066 BOSTON, MA 02204



NAVJEET K. BAL, COMMISSIONER
ROBERT O'NEILL, BUREAU CHIEF

T/PID
Date 1/12/2010
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours,

Robert O'Neill, Bureau Chief

SAMPLE ONLY