



LWDB- Executive Committee Meeting Agenda

Aug 23rd, 2023 11:00am - 12:00pm MST

Spotlight

Dial-in: +1 888 998 2469

PIN: #

Topic: LWDB- Executive Committee Meeting

Time: This is a recurring meeting Meet **every 2 months** on the **4th Wednesday** from **11:00 AM to 12:00 PM**

I. Welcome

11:00am

a. Call to Order

b. Attendance

c. Approval of Meeting Minutes

 [LWDB Exec Minutes 06.21.2023.pdf](#)

d. Consent Agenda

1. Subscription to RingCentral digital phone tree service for ongoing yearly cost of \$5,136 per year, to create a central phone number for the department.

e. Welcome and Introductions

11:00am

1. Sherri Davis Program manager- successes

11:00am

II. Reports

a. CEO/Executive Director

1. OSO Discussion

Alternative to OSO restructure project: hiring independent board-managed contractor to serve as OSO rather than agency.

b. **General report**

III. **Old Business**

a. **Atlas - approved by BOS.**

b. **Review of first board member training session.**

IV. **New Business**

a. **Incumbent Worker Training**

We need clear procedures and processes for incumbent worker along with a LWDB/Employer contract template.

OJT contracts have been attached as examples.

 [Incumbent Worker Training WIOA Policy.pdf](#)

 [LWDB requirements for Worker trainings.pdf](#)

 [NEAZ_OJT_Pre-AwardChecklist.docx](#)

 [On-the-job training Contract 4.19.22.docx](#)

b. **CPLC Title 1B Adult training funding increase -\$50,000**

 [NE AZ WIOA Budget - Amendment A -7.31.23.xlsx](#)

c. **Review: Board member attendance/executive review policy and discussion of how this can be implemented.**

V. **Closing**

a. **Action Items**

VI. **Adjournment**

END

I. Call Meeting to Order

The June 21, 2023 Executive Committee meeting was called to order at 1:10pm..

Members in attendance: James Bruzzi, Ryleigh Aubuchon, David Miller, Rochelle Shanta

Staff in attendance: Lisa Grannis, Jeremy Flowers, Cameron Dush

Guests: Anne Mueller, Patricia Reynolds

II. Introduction of our intern, Cami.

Jeremy introduced Cami.

III. Anne Mueller - Executive Consulting Proof process

Anne explained the Executive Consulting Proof Process. Anne and Ellen will reach out to all on list with a link to pick a time that would be best for each. An explanation of the process.

P-Priorities - are they aligned with the strategic goal.--- R - results ---O operations - --

O - Organization --- F - Focus

Findings - Action groupings -- The brief will be July 26, 2023 in person in Show Low.

IV. NPC MOU PY23/FY24

David made motion to accept NPC agreement. 2nd James. All agreed. Motion passed unanimously.

V. Arizona Workforce Association

AWA membership \$1,000 approval recommended by staff. Needs approval

Advocacy at state level for workforce, Networking membership fee. David motioned to approve membership. 2nd James. All agreed. Motion approved.

VI. CPLC Title 1B and One Stop Operator discussion

CPLC Title 1B and One Stop Operator issues need discussed and a resolution determined.

Jeremy explained the OSO roles and responsibilities. He explained the difference between the Title 1B & the OSO agreements.

Pat, Adult Education, began by stating she only wants to improve services. She explained the space issues in the Globe One Stop offices. There are territorial issues. They have had little contact or relations with the AZatWork. Any relations with AZatWork/OSO have much to be desired. She needs our help with her students. Job Training is crucial. Distance Learning is out of the county in the Southeastern Arizona. No notice was given prior to request to move Adult Ed. Office space. Printer is shared with the Public, no security. This printer is used for confidential printing. Computers/Instruction resources are locked when AZ@Work leaves. No keys have been given for access.

Ryleigh stated that this OSO is not new to this job and how it needs to operate.

None of the objectives on the OSO scope of work on the OSO agreement. She is disappointed.

Rochelle mentioned that Adult Education has not been included in anything. She does not even know who to contact.

Jeremy read some statements from within the Title 1B program. 1. OSO Timeliness of gathering data collection. Not much time is actually spent at each Job Center. 2. 1 year later still experiencing CPLC policy and operating issues. They are required to use their personal vehicle and is required to drive many miles.

Jeremy is working with Oversight to research other alternatives to the OSO. David motions to extend contract, put out RFPs, Give 90 day notice of withdrawal unless significant improvement based on the original Contract OSO objectives after find others, 2nd James. All agreed. Motion passes unanimously.

Note: Check with Pinal County & Mohave County regarding their CPLC OSO experience.

VII. ATLAS

Updates on Atlas.

Jeremy is in the procurement process for the sole provider. Navajo County has to approved why it is the sole provider and why it is needed. We are moving ahead. Jeremy anticipates by the end of the summer or the beginning of the fall to implement Atlas.

VIII. Purchase of VR Headsets

Need approval to proceed

Jeremy explained that the purchase of the VR headsets would be able to be spent out of our ISY funding instead of being lost at June 30,2023.

Cami presented the VR headset presentation of all 3 provider options.

VR Transfer is Jeremy's recommendation. 8 headsets maintained by them. Career Exploration. Yearly subscription. \$2000 per headset.

Youth program would oversee where the headsets would be used. David made the motion to purchase the amount of headsets up to the amount of expiring youth funds. 2nd- Rochelle. All agreed. Motion passed.

IX. Next Meeting Date: LWDB Executive Committee

August 23, 2023 11am-12pm

Reminder of WAC conference June 29 & June 30

Motion to adjourn made at 3:08pm.

- E. For the WIOA Title I-B Youth Program, OJT training is not included in the MSG or credential attainment rate.

509 REGISTERED APPRENTICESHIP

RA is an industry-driven system of employment, OJT and related technical instruction (RTI). As an employee, the apprentice receives supervised, structured OJT work experience, combined with technical instruction training and built-in career placement. RAs include a minimum of 2000 OJT hours and 144 hours a year of RTI.

- A. RA may be offered by individual businesses, employer associations, or labor market organizations.
- B. The [Arizona Office of Apprenticeship](#) is responsible for registering new RA, and monitoring them for compliance. LWDB staff must notify the Arizona Office of Apprenticeship if a business indicates it is interested in registering a new apprenticeship program.
- C. RA programs automatically qualify to be listed on the ETPL. An ITA may be developed for a participant to receive RA training. For an ITA to be used for a RA, the RA program must be listed on the ETPL.
- D. ITAs may be used to support RA participants in:
 - 1. Pre-apprenticeship training leading to an RA program;
 - 2. Training tuition for a RA program to the training provider;
 - 3. Classroom instruction, in combination with an OJT contract, to cover some of all of the OJT portion of the RA;
 - 4. Supportive services, in coordination with career, and/or training services, to RA participants (see WIOA Title I-B [Supportive Services Policy](#), Section 300); and
 - 5. Needs-related payments (see WIOA Title I-B [Supportive Service Policy](#), Section 300).

510 INCUMBENT WORKER TRAINING

Incumbent Worker Training (IWT) is designed to meet the special needs of an employer (including a group of employers) to retain a skilled workforce, or to avert the need to lay off employees, by helping workers gain skills needed to retain employment and increasing the occupational competitiveness of the employee or the employer. The requirements for IWT are as follows:

- A. Participants of IWT are employed by the employer at the start of participation in the IWT.
- B. IWT is conducted with a commitment by the employer to retain or advert the layoff of the incumbent worker trained.
- C. Employers providing IWT are subject to [Section 507.04 \(M\)](#) of this policy. IWT is not permitted in providing occupational training to a new hire.

.01 Purpose of Incumbent Worker Training

- A. IWT may be used to either:
 - 1. Help avoid potential layoffs of employees; or
 - 2. Obtain the skills necessary for current employees to retain employment so employees can be promoted within a company and create backfill opportunities for less-skilled employees.

.02 Incumbent Worker Eligibility Requirements

- A. To qualify as an incumbent worker, the individual must:
 - 1. Be employed;
 - 2. Meet the Fair Labor Standards Act for an employer-employee relationship; and
 - 3. Have an established work history with the employer for at least six months. In the event the incumbent worker training is being provided to a cohort of employees, not every employee in the cohort must have an established employment history with the employer as long as a majority of those employees being trained do meet the employment history requirement.

- B. An exception exists when the incumbent worker training is being provided to a cohort of employees. Not every employee in the cohort must have an established employment history with the employer for six months or more, if the majority of those employees being trained meet the employment history requirement.
- C. The LWDB must develop a process for documenting the six-month work-history requirement for Incumbent Worker Training recipients. The contract between the LWDB and the employer must include this as a contract term.
- D. Incumbent workers who are working for the employer, and who are considered underemployed (e.g. workers who would prefer to work full-time, but who are working part-time for economic reasons) may also participate in IWT.
- E. An incumbent worker does not have to meet the eligibility requirements for career and training services for adults and dislocated workers under WIOA Title I-B, unless they are also enrolled as a participant in the WIOA Title I-B Adult and Dislocated Worker Program as a result of receiving other services from the WIOA Title I-B Adult or Dislocated Worker program.
- F. IWT is considered a business service. Individuals who only receive IWT are not included in the WIOA performance indicator calculations. Although participant and performance data on all incumbent workers who only receive IWT is reported to USDOL, the required elements are limited to the demographics information and the elements needed to calculate employment in the 2nd and 4th quarters after exit, median earnings, and credential attainment rate.

.03 Employer Eligibility for Incumbent Worker Training

The LWDB must determine the employer's eligibility for participating in IWT. The following factors are used to help evaluate whether the training would increase the competitiveness of the employees or both the employees and the employer:

- A. The characteristics of the participants in the program (e.g. individuals barriers to employment); and
- B. The relationship to the occupational competitiveness of the employer and the employees;
- C. The LWDB may also consider other factors, including:
 - 1. The number of employees participating in the training;
 - 2. The wage and benefit levels of the employee (at the beginning and anticipated upon the completion of the training);
 - 3. The availability of other employer-provided training and advancement opportunities;
 - 4. Credentials and skills gained as a result of the training;
 - 5. Layoffs avoided as a result of the training;
 - 6. Utilization as part of a larger sector, and/or career pathway strategy; and
 - 7. Employer size.
- D. LWDB policies must be consistent with the state and local plan, as well as will career pathways and sector strategy approaches.

.04 Incumbent Worker Training Funds

- A. The LWDB may reserve up to 20 percent of total adult and dislocated worker allotments for IWT. The 20 percent must only be used for IWT activities that are programmatic in nature, as the administrative activities must be paid out of the LWDB's administrative funds.
- B. Employers participating in IWT must pay the non-federal share of the cost of providing the training to their incumbent workers. Payments may be made through both cash payments and fairly evaluated in-kind contributions. The employer's contribution may include the wages paid to the incumbent worker trainee while the worker is attending training.

LWDBs must develop policies regarding the non-federal share of the cost of IWT.

- C. The LWDB must take into consideration the following factors when establishing the non-federal share:
 - 1. The number of employees participating in the training;
 - 2. The wage and benefit levels of the employee (at the beginning and anticipated upon the completion of the training); and
 - 3. The availability of other employer-provided training and advancement opportunities;
- D. The non-federal share depends on the size of the employer and must not be less than:
 - 1. Ten percent of the cost for employers with not more than 50 employees;
 - 2. Twenty-five percent of the cost for employers with more than 50 employees, but not more than 100 employees; or
 - 3. Fifty percent of the cost for employers with more than 100 employees.

511 CUSTOMIZED TRAINING

Customized training is designed to meet the specific needs of an employer or a group of employers committed to employing an individual upon the successful completion of the program, for which the employer pays a significant portion of the training, as determined by the LWDB.

.01 Customized Training Requirements

Customized training is generally designed so that participants are trained by a third party for the employer.

- A. Employers providing Customized Training are subject to Section 507.04 (M) of this policy.

- C. Provide a reasonable expectation that the WIOA Title I-B participant will gain self-sufficient employment upon completion of training.

.02 Entering Training Paid with WIOA Title I-B Funds in AJC

Service provider staff must not manually enter the training program information in the AJC system, or manually add the Training Agent IDs when the training program provider is paid for by a WIOA Title I-B program.

- A. Occupational skills training that is paid for by a WIOA Title I-B program must be added to the S & T Plan in the AJC system as follows:
 - 1. Use the “Search Training Providers” button, to search for training programs listed on the local, and/or state ETPL; and
 - 2. After finding the training program, service provider staff must select the “Add Training” button at the bottom of the Program Description page.
 - a. This will allow the S & T plan to auto-populate with training provider and program information from the local, and/or state ETPL and to attach a system-generated Training Agent ID.
 - b. This process links the participant to the training program so that performance reports can be accurately calculated.

507 WORK-BASED TRAINING

Work-based training includes OJT, IWT, and customized training. Work-based training is not subject to ETPL requirements.

.01 Business Requirements for Work-Based Training

LWDBs may contract with businesses located within or outside of the LWDA, including across state lines, as the LWDB determines appropriate. Each business agrees to:

- A. Complete an application and enter into a contract with the LWDB that is funding the training program;
- B. Adhere to applicable WIOA administrative requirements, as well as the nondiscrimination and equal opportunity provisions of [WIOA Section 188](#);
- C. Provide a Training Development Plan that identifies the training needs and competencies that will be achieved for each individual selected to receive the training;
- D. Provide copies of a “Certificate of Completion” to the LWDB for each individual who successfully completes the prescribed training program. Such certificates must contain the individual’s name and the class or course completed through training;
- E. Employ, or in the case of IWT continue to employ, an individual upon successful completion of training;
- F. Be available for LWDB program monitoring on a scheduled basis;
- G. Provide quarterly post-training reports, including information on the retention, and/or promotions of trainees and the impact of training on the business, for one year after the completion of the training; and
- H. Provide worker’s compensation insurance to participants participating in Work-Based Training.

.02 Work-Based Training Requirements

Training must result in transferable skills within the industry in which the worker is currently employed, and/or other growing industries within the LWDA and in an occupation with a high potential for sustained demand or growth as determined by the LWDB. Work-Based Training must not:

- A. Displace any currently employed workers (including a partial displacement such as a reduction in non-overtime work, wage, or employment benefits);

- B. Impair an existing contract for services or a collective bargaining agreement;
- C. Procure, contract for, or incur costs to be paid from WIOA Title I-B program funds prior to the start date, as determined by the date when all parties sign the contract;
- D. Be provided to any company that has relocated within the previous 120 days of its application if the relocation has resulted in any employee losing his or her job at the original location;
- E. Include proprietary training specific to a company, unless skills are determined to be transferable to other businesses or industries; and
- F. Be used to directly or indirectly assist, promote, or deter union organizing.

.03 Performance Requirements

LWDBs must collect performance data to ensure employers who are participating in work-based training are fulfilling their commitment to hire participants after they complete the training programs.

- A. LWDBs may set additional performance measures and criteria for work-based training programs.
- B. LWDBs must create a list of employers that offer work-based training(s) that meet requirements in the local area.
- C. LWDBs must not contract with an employer who previously received payments under WIA Title I-B or WIOA Title I-B if the employer has exhibited a pattern of failure to provide training participants with continued long-term employment that includes wages, benefits (as well as health benefits) and working conditions that are equal to those of regular employees who worked a similar length of time and who are doing the same type of work.

.04 LWDB Responsibilities

LWDB responsibilities for work-based training consist of:

- A. Identifying a point of contact in the LWDB who will assist the business customer with questions and concerns, and provide overall support for the contract;
- B. Incorporating the employer's Training Development Plan into the IEP and identifying any other barriers or services needed;
- C. Monitoring during the training period and upon completion of the training contract;
- D. Developing policies for funding limitations;
- E. Developing policies and procedures for in-kind contributions (e.g. costs of training space or facilities at an employer's place of business used during training);
- F. Identifying, during the application process, how the training program will benefit individual workers participating in training (e.g. promotion, increased wage, career ladder, attainment of self-sufficiency, layoff aversion);
- G. Reviewing WIOA Title I-B participant progress in the work-based training(s) and determining if supportive services are needed;
- H. Monitoring the work site upon placement of the WIOA Title I-B participant, after the completion of training, to document whether the WIOA Title I-B participant is working in the agreed upon position, at the agreed upon salary, and utilizing those skills obtained through the work-based training;
- I. Including a provision in the contract with the employer for contract termination due to lack of funds or lack of WIOA Title I-B participant attendance in the training;
- J. Including a provision in the contract with the employer permitting LWDB, state, and federal staff to review the training records;
- K. Creating a list of eligible providers of work-based training opportunities;

- L. Notifying participants that wages earned during work-based training are reported by the employer to the Unemployment Insurance (UI) Program for the following reasons:
 - 1. If the participant is claiming Unemployment Insurance, all wages earned must be reported as part of UI weekly claims.
 - 2. If wages are not reported, the participant may receive an overpayment and must consequently pay back compensation received from UI. Also, wages reported to the UI program by employers may be used to detect Workers' Compensation fraud.
- M. Complying with [minimum wage](#) and [earned sick pay](#) requirements under the Fair Wage and Healthy Families Act.
 - 1. LWDBs are not exempt from this requirement when they are the employer of record.
 - 2. Tribal Entities in Arizona are not required to comply with Arizona's Fair Wage and Healthy Families Act as they fall under federal jurisdiction.
 - 3. WIOA Title I-B funds may be used to pay for earned sick pay.

.05 Monitoring

- A. LWDBs must monitor each onsite contract for the purposes of determining that providers are following the contract, to include:
 - 1. Payroll, time, and attendance records substantiating the amounts claimed for reimbursement; and
 - 2. Training, wages, hours, benefits, and working conditions provided in accordance with the contract.
- B. Service provider staff must visit WIOA Title I-B participants and their supervisors at OJT and customized training worksites to:
 - 1. Assist in job-related or personal counseling; and
 - 2. Provide job coaching.

- C. Service provider staff must monitor the performance and progress of the participant on a regular basis to determine if:
1. Continued participation is required;
 2. Transfer to another activity is appropriate;
 3. Placement in unsubsidized employment has occurred; and
 4. Other services would be more appropriate.

508 OJT TRAINING

OJT is training provided under a contract with an employer or a RA sponsor who is reimbursed a percentage of the wage rate of the participant being trained while engaged in productive work in a job.

OJT is intended to successfully prepare an individual for long-term, unsubsidized employment by providing the knowledge or skills essential to meet the full and adequate performance requirements of the job.

Employers or RA sponsors providing OJT are subject to [Section 507.04 \(M\)](#) of this policy. Participants must be enrolled in their respective program in AJC to participate in OJT.

.01 Employer Reimbursements

Employer reimbursement payments are deemed payments for taking on extraordinary costs associated with the training of participants and the potentially lower productivity of the participants while in OJT. Employers are not required to document extraordinary costs.

- A. Employers may be reimbursed up to 50 percent of the wage rate of OJT.
- B. LWDBs may increase the reimbursement rate for the OJT contract up to 75 percent. LWDBs must establish a policy on when the wage reimbursement may be increased from 50 percent up to 75 percent for OJT.

On-the-Job Training Pre-Award Checklist

Section 1: Employer Information

EMPLOYER LEGAL BUSINESS NAME:		FEIN:
FORMER NAME(S) UNDER WHICH EMPLOYER CONDUCTED BUSINESS:		
CONTACT PERSON:		TITLE:
EMPLOYER ADDRESS:		
CITY:	STATE: Arizona	ZIP CODE:
TELEPHONE:	FAX:	EMAIL:
TYPE OF ORGANIZATION: <input type="checkbox"/> individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> For-Profit <input type="checkbox"/> Non-Profit <input type="checkbox"/> Govt		
COMPANY NAICS CODE: <i>Note:</i> http://www.census.gov/cgi-bin/epcd/srchnaics02defs	# OF CURRENT EMPLOYEES:	YEARS IN EXISTENCE:
IS THE BUSINESS BEING SOLD OR MERGING WITH ANOTHER COMPANY?		<input type="checkbox"/> YES <input type="checkbox"/> NO
DID THE BUSINESS CLOSE OR DOWNSIZE SOMEWHERE ELSE?		<input type="checkbox"/> YES <input type="checkbox"/> NO

Section 2: Company Review

1)	WARN notices have been previously filed	<input type="checkbox"/> YES <input type="checkbox"/> NO
2)	The company has not exhibited a pattern of failing to provide OJT Trainees with continued long-term employment following the OJT.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Section 3: Meeting Federal Criteria

3)	Company verifies WIOA funds will NOT be used to relocate operations in whole or in part.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4)	Company has operated at current location for at least 120 days.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5)	If company has operated at current location less than 120 days and the business relocated from another area in the U.S., were employees laid off at the previous location as a result of the relocation?	<input type="checkbox"/> YES <input type="checkbox"/> NO
6)	Company commits to providing long-term employment for successful OJT Trainees.	<input type="checkbox"/> YES <input type="checkbox"/> NO
7)	OJT funds will not be used to directly or indirectly assist, promote or deter union organizing.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8)	The OJT will not result in the full or partial displacement of employed workers	<input type="checkbox"/> YES <input type="checkbox"/> NO
9)	Trainee wages to be paid are at least equal to: a) Federal, state or local minimum wage (Fair Labor Standards Act); b) Other employees in the same occupation with similar experience.	<input type="checkbox"/> YES <input type="checkbox"/> NO

On-the-Job Training Pre-Award Checklist

10)	Employer will comply with the non-discrimination and equal opportunity provisions of the Workforce Investment Act of 1998 and its regulations.	<input type="checkbox"/> YES <input type="checkbox"/> NO
11)	Trainees will be provide the same workers' compensation, health insurance, unemployment insurance, retirement benefits, etc. as regular, non-OJT employees.	<input type="checkbox"/> YES <input type="checkbox"/> NO

Section 4: Workers' Compensation Information

12)	Workers Compensation Company:
13)	Account Number:
14)	Effective Dates: to

Section 5: Authorized Signatures

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

EMPLOYER SIGNATURE:	DATE:
PRINT NAME:	TITLE:

Section 6: Outcome of Pre-Award Interview

EMPLOYER MEETS ALL REQUIREMENTS OF THE OJT PRE-AWARD	<input type="checkbox"/> YES <input type="checkbox"/> NO
NORTHEASTERN ARIZONA INNOVATIVE WORKFORCE SOLUTIONS PARTNERSHIP REPRESENTATIVE SIGNATURE:	DATE:
PRINT NAME:	TITLE:

Section 7: Administrative Approval

EMPLOYER APPROVED FOR OJT STATUS	<input type="checkbox"/> YES <input type="checkbox"/> NO
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On-the-Job Training Pre-Award Checklist

NORTHEASTERN ARIZONA INNOVATIVE WORKFORCE SOLUTIONS WIOA OPERATIONS SIGNATURE:	DATE:
PRINT NAME: Susan Hilgart	TITLE: Operations Manager

Section 8: OJT Pre-Award Checklist Maintenance

- Original maintained at Northeastern Arizona Innovative Workforce Solutions Administrative Office
- Copy to employer
- Copy to Business Services Representative conducting the pre-award

Form Developed July 2014

On-the-Job Training Pre-Award Checklist

Equal Opportunity Employer

Program Auxiliary aids and services are available upon request to individuals with disabilities.

TTY 7-1-1

Serving Navajo, Apache, and Gila Counties

On-The-Job Training Agreement

EMPLOYER NAME:	FEIN:
EMPLOYER ADDRESS:	TELEPHONE:
CONTACT PERSON:	EMAIL:

TERMS AND CONDITIONS

The employer agrees to the following:

Yes No

- | | |
|---|--|
| I. Trainee is not currently employed by Employer or was not previously employed by Employer to do the same job. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. To hire and train the Trainee as specified in the Contract and Training Outline. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. To provide Trainee with wages and benefits as received by employees in comparable positions. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. To provide Trainee with Worker's Compensation and Unemployment Compensation coverage. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. To comply with applicable health and safety standards and labor laws pertinent to employment including: EEO, Affirmative Action, Data Practices Act, Minimum Wage Law, Right to Know Act, and ADA, as they apply to this business. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. To withhold and deposit all taxes applicable to Trainee's wages. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. To keep accurate records of Trainee's attendance and wages related to this contract and to retain these records for six years, or if disputed by audit, until the audit is resolved. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. Trainee's employment will not cause other employees to lose their jobs or cause a reduction in their non-overtime hours or prevent persons on lay-off from returning to work. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. Employer's business, or any part thereof, was not relocated during the past year, resulting in loss of jobs at the original location. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. Trainee is not an immediate family member of any person serving in an administrative capacity for the Employer. Immediate family includes: spouse, child, parent, grandparent, sibling and persons similarly related as the result of marriage, such as: son-in-law, mother-in-law, etc., stepparent or step-child. | <input type="checkbox"/> Yes <input type="checkbox"/> No |

RESPONSES TO THE ABOVE STATEMENTS MUST BE YES TO APPROVE OJT CONTRACT

TRAINEE NAME:		SSN:
BEGINNING DATE:	ENDING DATE:	TOTAL TRAINING HOURS:
ONET CODE:	SVP LEVEL:	MAXIMUM HOURS ALLOWED:
HOURLY WAGE RATE:	REIMBURSEMENT RATE: 50%	MAXIMUM REIMBURSEMENT:

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

- Does the company have a collective bargaining agreement with a labor organization? ☐ Yes ☐ No
- If yes, please indicate the name, title, and union affiliation of the appropriate bargaining representative.

BARGAINING REPRESENTATIVE NAME:	SIGNATURE:
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Serving Navajo, Apache, and Gila Counties

CONTRACT PROVISIONS - EMPLOYER ASSURANCES

- a) Employer shall provide worker's compensation coverage for the OJT Trainee.
- b) 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.
- c) Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT Trainee's retention.
- d) Employer agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rates, including increases, and benefits as trainees or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in no event less than the higher rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law. *WIOA section 181(a)(1)(A)*
- e) Conditions of employment and training will be in full accordance with all applicable Federal, State, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws). *29 CFR 37.38(b)*
- f) Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position.
- g) Employer assures that they have not been debarred or suspended in regard to federal funding. *29 CFR Part 98*
- h) Employer further assures that OJT funds will not be used to assist, promote or deter union organizing. *20 CFR 663.730*
- i) 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. *20 CFR 667.200(g)*
- j) Employer assures that the OJT Trainee(s) 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 a place of religious workshop. *29 CFR 37.6(F)*
- k) 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. *20 CFR 667.270*

CONTRACT APPROVAL

I hereby agree to all the terms and conditions in this OJT Agreement and am authorized by the Employer and/or the OJT Provider to sign this contract

DATE:	DATE:
EMPLOYER SIGNATURE:	OJT PROVIDER SIGNATURE:
PRINT NAME:	PRINT NAME:
TITLE:	TITLE:

Serving Navajo, Apache, and Gila Counties

EMPLOYER OJT MIDTERM MONITORING REPORT

Employee _____ SSN _____

Employer Name _____ Training Position _____

	Yes	No
1. Are accurate employee payroll records being kept?	_____	_____
2. Are Federal Taxes withheld?	_____	_____
3. Are State Taxes withheld?	_____	_____
4. Has the Employee's attendance/punctuality been satisfactory?	_____	_____
5. Is the Employee being:		
a. paid at or above what the contract calls for?	_____	_____
b. employed for the agreed hours?	_____	_____
c. covered by Worker's Compensation and Unemployment Compensation?	_____	_____
d. provided training for the job indicated in the contract?	_____	_____
6. Have regular employees in comparable jobs:		
a. been laid off?	_____	_____
b. had their non-overtime work hours reduced?	_____	_____
c. been prevented from being promoted as a result of this training?	_____	_____
7. Is the employee making satisfactory progress in training?	_____	_____
8. Have there been any circumstances that have affected the employee's performance?	_____	_____

Serving Navajo, Apache, and Gila Counties

PLEASE INDICATE ANY **COMMENTS** OR SUGGESTIONS YOU MAY HAVE TO IMPROVE THIS TRAINING. EXPLAIN ANY **NO** ANSWERS FOR ITEMS 1 THROUGH 5; ANY **YES** ANSWERS FOR ITEM 6. IDENTIFY ANY CONCERNS FOR 7 AND 8.

COMMENTS:

EMPLOYER/REPRESENTATIVE _____

AGENCY REPRESENTATIVE _____

Date _____

Date _____

BELOW INDICATE **CORRECTIVE ACTION** TAKEN AND DATE/S TO CORRECT PROBLEMS INDICATED UNDER **COMMENTS**.

Serving Navajo, Apache, and Gila Counties

EMPLOYEE OJT MIDTERM MONITORING REPORT

Employee _____

SSN _____

Employer Name _____

Training Position _____

- | | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| 1. Do you feel that you are making satisfactory progress in learning your job? | _____ | _____ |
| 2. Do you receive adequate supervision? | _____ | _____ |
| 3. Is your paycheck accurate and on time? | _____ | _____ |
| 4. Do you have all the necessary equipment/tools to perform your job? | _____ | _____ |

- | | <u>Yes</u> | <u>No</u> |
|--|------------|-----------|
| 5. Is this a safe place to work? | _____ | _____ |
| 6. Are you being trained for the job outlined in your job description? | _____ | _____ |
| 7. Do you expect to stay at this job when training is completed? | _____ | _____ |

PLEASE INDICATE ANY **COMMENTS** OR SUGGESTIONS YOU MAY HAVE TO IMPROVE YOUR TRAINING. EXPLAIN ANY **NO** ANSWERS.

COMMENTS: _____

EMPLOYEE

AGENCY REPRESENTATIVE

Date _____

Date _____

BELOW INDICATE **CORRECTIVE ACTION** TAKEN AND DATE/S TO CORRECT PROBLEMS INDICATED UNDER **COMMENTS**.

C. Budget Worksheet (Contract Performance Period: July 1, 2023-June 30, 2024)

Youth WIOA Services		
Personnel	% FTE	Annual Salary
Terence Pinkston, Workforce Solutions Director	0.06	\$109,350
Tyson Knudsen, Deputy Director Workforce Solutions	0.10	\$50,718
Sherri Davis, Project Manager	0.39	\$59,740
Eileen Terry, Intake Specialist	0.39	\$49,933
Jessica Head, WIOA Case Manager	0.39	\$45,320
Roberta Brien, WIOA Case Manager	0.39	\$44,220
VACANT, WIOA Case Manager (Payson)	0.39	\$45,320
VACANT, WIOA Case Manager (Pinteop)	0.39	\$41,443
Total Personnel	2.50	
Fringe	Salary Charged to Grant	Rate
Terence Pinkston, Workforce Solutions Director	\$6,396.98	0.15
Tyson Knudsen, Deputy Director Workforce Solutions	\$4,945.01	0.31
Sherri Davis, Project Manager	\$23,298.60	0.48
Eileen Terry, Intake Specialist	\$19,473.85	0.29
Jessica Head, WIOA Case Manager	\$17,674.80	0.58
Roberta Brien, WIOA Case Manager	\$17,245.80	0.37
VACANT, WIOA Case Manager (Payson)	\$17,674.80	0.20
VACANT, WIOA Case Manager (Pinteop)	\$16,162.58	0.20
Total Fringe		
Other	Unit Cost	FTE
Local mileage	\$0.655	2.34
Cell phones	\$24.00	2.34
Laptops	\$2,000.00	0.39
Office Supplies	\$90.00	2.34
Total Other		
Client Supports	Unit Cost	Quantity
WEX Wages for Youth	\$15.00	334
Occupational Training for Youth	\$3,000.00	1
Supportive Services for Youth	\$536.91	1
Total Client Supports		
Total Direct Costs		
Indirect Costs	Basis	Indirect Cost Rate
Indirect	\$298,676	16.10%
Total Request		
Total Youth Served	54	Cost Per Youth

Adult/Dislocated Worker WIOA Services		
Personnel	% FTE	Annual Salary
Terence Pinkston, Workforce Solutions Director	0.09	\$109,350
Tyson Knudsen, Deputy Director Workforce Solutions	0.15	\$50,718
Sherri Davis, Project Manager	0.61	\$59,740
Eileen Terry, Intake Specialist	0.61	\$49,933
Jessica Head, WIOA Case Manager	0.61	\$45,320
Roberta Brien, WIOA Case Manager	0.61	\$44,220

VACANT, WIOA Case Manager (Payson)	0.61	\$45,320
VACANT, WIOA Case Manager (Pinteop)	0.61	\$41,443
Total Personnel	3.90	
Fringe	Salary Charged to Grant	Rate
Terence Pinkston, Workforce Solutions Director	\$10,006	0.15
Tyson Knudsen, Deputy Director Workforce Solutions	\$7,735	0.31
Sherri Davis, Project Manager	\$36,441	0.48
Eileen Terry, Intake Specialist	\$30,459	0.29
Jessica Head, WIOA Case Manager	\$27,645	0.58
Roberta Brien, WIOA Case Manager	\$26,974	0.37
VACANT, WIOA Case Manager (Payson)	\$27,645	0.20
VACANT, WIOA Case Manager (Pinteop)	\$25,280	0.20
Total Fringe		
Other	Unit Cost	FTE
Local mileage	\$0.655	3.66
Cell phones	\$24,000	3.66
Laptops	\$2,000,000	0.61
Office Supplies	\$90,000	3.66
Total Other		
Client Supports	Unit Cost	Quantity
Participant Wages for Adults and Dislocated Workers	\$0.00	0
Occupational Training Funds for Adults and DW	\$3,049	1
Supportive Services Funds for Adults and DW	\$250	1
Total Client Supports		
Total Direct Costs		
Indirect Costs	Basis	Indirect Cost Rate
Indirect	\$418,852	16.10%
Total Request		
Total Adults and Dislocated Workers Served	38	Cost Per Adult

Total Request Adult/Youth		
----------------------------------	--	--

ADWBL 07/31/23
YWBL 07/31/2023

TOTALremaining
REIMBURSABLE
WBL

4)

		Total Funding	\$ 775,000	
	Total	Youth %	0.39	\$ 302,250
	\$6,396.98	Adult/DW %	0.61	
	\$4,945.01			\$ 8,890
	\$23,298.60	ADDENDUM A	\$50,000	788537.22
	\$19,473.85	Adult/DW %	100%	
	\$17,674.80			
	\$17,245.80		\$ 825,000	
	\$17,674.80			\$346,763.00
	\$16,162.58	522750.00		
	\$122,872.41		302250	
	\$937.48			
	\$1,556.87			
	\$11,202.55			
	\$5,743.27			
	\$10,230.68			
	\$6,436.09			
	\$3,575.54			
	\$3,189.61			
	\$42,872.08			
Quantity				
6000	\$9,196.20			
12	\$673.92			
1	\$780.00			
12	\$2,527.20			
	\$13,177.32			
# Served				
11	\$55,110.00			
16	\$48,000.00	YWBL 07/31/2023	\$2,917.18	
31	\$16,644.13			
	\$119,754.13			
	\$298,675.93			
	\$48,086.83			
	\$346,762.76			
	\$6,421.53			

	Total
	\$10,005.53
	\$7,734.50
	\$36,441.40
	\$30,459.09
	\$27,645.20
	\$26,974.20

	\$27,645.20
	\$25,279.93
	\$192,185.05
	\$1,466.31
	\$2,435.10
	\$17,521.94
	\$8,983.06
	\$16,001.84
	\$10,066.70
	\$5,592.50
	\$4,988.88
	\$67,056.33
Quantity	
6000	\$14,383.80
12	\$1,054.08
1	\$1,220.00
12	\$3,952.80
	\$20,610.68
# Served	
0	\$0.00
41	\$124,999.98
56	\$14,000.00
	\$138,999.98
	\$418,852.04
\$67,435	\$59,385.18
	\$478,237.22
\$12,585.19	

Increase \$50,000

\$0.58

Does not include increases

	\$824,999.98
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9228.09	1178.11
2917.18	2917.18

\$ 4,095.29