

**DRAFT DIRECTIVE  
COVER PAGE**

**Local Policy: WIOA Title I Adult, Dislocated Worker, and Youth On-the-Job  
Training (OJT) Policy and Procedures**

GENERAL INSTRUCTIONS

The attached directive is being issued in draft to give the Workforce Development Community the opportunity to review and comment prior to final issuance.

Submit any comments by email no later than **Monday, April 8, 2019**

All comments received within the comment period will be considered before issuing the final directive. Commenters will not be responded to individually. Rather, a summary of comments will be released with the final directive.

**Comments received after the specified due date will not be considered.**

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**Email:**        [bebonilla@tularewib.org](mailto:bebonilla@tularewib.org)  
Include "Draft OJT Directive Comment" in the email subject line.

**Mail:**        Workforce Investment Board of Tulare County  
                  Attn: Blanca Bonilla  
                  309 W. Main St., Ste. 120  
                  Visalia, CA 93291

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If you have any questions, contact Blanca Bonilla at 559-713-5200

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| <b>WORKFORCE INVESTMENT BOARD OF TULARE COUNTY</b><br><br><b>WORKFORCE INNOVATION AND OPPORTUNITY ACT</b><br><b>TITLE I ACTIVITIES</b> | <b>DATE: March 8, 2019</b><br><b>SUBJECT:</b><br><b>WIOA TITLE I ADULT, DISLOCATED WORKER, AND YOUTH ON-THE-JOB TRAINING POLICY and PROCEDURES</b> |
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**WIB DRAFT DIRECTIVE**

**TUL 19-02**

**TO:** WIB Staff, WIB Service Providers

**SUBJECT:** LOCAL POLICY: WIOA TITLE I ADULT, DISLOCATED WORKER, and YOUTH ON-THE-JOB TRAINING (OJT) POLICY and PROCEDURES

**PURPOSE**

The Workforce Innovation and Opportunity Act (WIOA) requires local Workforce Development Boards to transmit State policy and procedures applicable to the development and management of On-the-Job Training (OJT) activities. This directive sets forth the Workforce Investment Board of Tulare County (WIB) local policy and procedures that govern the development of OJT activities.

**SCOPE**

This directive applies to all WIB subrecipients of Title I WIOA funds, including WIB Service Providers that administer OJT programs.

**EFFECTIVE DATE**

This directive is effective upon date of issue.

**REFERENCES**

- Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128
- Title 20 Code of Federal Regulations (CFR) Sections 680.210, 680.600, 680.700 - 680.750, 680.840, 683.260, 683.270, 683.275, 683.280, and 680.830.
- TEGL-19-16, Guidance on Services provided through the Adult and Dislocated Worker Program under WIOA and the Wagner-Peyser Employment Service, as amended by title III of WIOA, and for Implementation of the WIOA Final Rules.
- Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1))
- State of California Employment Development Department (EDD) Workforce Services Directive WSD 15-26, Subsidized Employment and Employee Benefits (June 3, 2016)
- O\*NET On-line, <http://online.onetcenter.org>
- Workforce Investment Board of Tulare County Directive TUL 14-06 Workforce Investment Act Title I-B Eligibility Technical Assistance Guide (TAG)
- Workforce Investment Board of Tulare County Directive WIBD10-10 Tulare County Self-Sufficiency Level

**WIB IMPOSED REQUIREMENTS**

This directive contains locally imposed requirements.

## **FILING INSTRUCTIONS**

This directive supersedes TUL 14-07, dated January 14, 2015. Retain this directive until further notice.

## **BACKGROUND**

WIOA enhances access and flexibility for work-based training such as an OJT to support the workforce needs of local businesses. Title 20 Code of Federal Regulations (CFR) §680.700 - §680.750 contain the regulatory provisions for conducting OJT activities.

An OJT is a key method of delivering training services to adults, dislocated workers, and youth. Through an OJT agreement, work-based training is provided to participants while engaging in productive work, which provides knowledge and skills essential to the full and adequate performance of the job. An OJT is a work-based training strategy that provides reimbursement to businesses to compensate for the extraordinary costs associated with training participants and the lower productivity of the participants while in the OJT.

## **POLICIES AND PROCEDURES**

### **Participant Eligibility**

OJT services may be made available to individuals who have been determined eligible in accordance with the WIB's policies on WIOA Title I Adult and Dislocated Worker eligibility, who after an interview, skills gap analysis, WorkKeys assessment, and career planning are:

- 1) Unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services;
- 2) In need of training services to obtain or retain employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and
- 3) Have the skills and qualifications to participate successfully in training services.

### **Employed Workers**

OJT agreements may be written for eligible employed workers when:

1. The employee is not earning a *self-sufficient wage*, or
2. An employed dislocated worker is not earning 85 percent of their hourly dislocation wage, and
3. The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the WIB (§680.710).

The WIB has defined employment that leads to self-sufficiency as employment that pays at least 175 percent of the Lower Living Standard Income Level (LLSIL). The most recent Tulare County 70 Percent LLSIL and Poverty Guidelines are available on the WIB's website.

An employed worker is defined as an individual who is employed at the time of WIOA application, or a currently enrolled participant who is employed in unsubsidized employment, and has not been exited. An OJT agreement may be written with a current or previous employer as long as it

is clearly indicated that the occupational skills to be acquired are an upgrade to the participant's existing skills. The purpose of an OJT upgrade for employed workers is to train the employees in new technologies and introduce new production procedures or service procedures, upgrading to new jobs that require additional skills, or workplace literacy.

### **Determination of Need for On-the-Job Training**

Through an interview, the service provider staff must determine the need for OJT services. Staff and participant must jointly develop an objective assessment, complete a skills gap analysis, complete the WorkKeys assessment, and provide career planning through local labor market information. Staff and participant must jointly develop an Individual Employment Plan (IEP) to identify employment goals, career objectives, and an appropriate combination of services to achieve employment goals. The case notes must clearly contain the determination of need for training services.

There is no requirement that career services be provided as a condition for receipt of training services; however, if career services are not provided before training, service provider must document the circumstances that justified this determination.

### **Skills Gap Analysis**

Service provider staff will conduct a skills gap analysis with the participant based on employer requirements necessary to perform the required job duties, as well as utilize career guidance tools and skills inventories to develop a training plan with the employer including: WorkKeys, Career Explorer, and the Occupational Information Network (O\*NET). The skills gap analysis must be documented in participant's file.

Prior to receiving training services, participants must be issued the Central California Career Readiness Certificate with their WorkKeys assessment scores. WorkKeys will give an indication of the reading and writing competency, measure a range of soft skills relevant to the occupation for which the participant may receive training. The WorkKeys assessment includes Applied Math, Graphic Literacy, and Workplace Documents. If the individual does not meet the required WorkKeys levels for the desired occupation, staff will provide KeyTrain to assist the individual in raising their WorkKeys score(s) prior to entering training.

When a participant has completed KeyTrain and does not attain the required WorkKeys scores after the second attempt, the Service Provider may request a waiver to waive the required WorkKeys score(s) for the desired occupation. The request for a waiver shall include the participant's first and last name, WIOA application number, the scores attained in the first and second attempts, KeyTrain results and timeline, the occupation (job title), business name, and the wages for which training may be considered. Staff shall document in the participant's file justification for the need to waive the required WorkKeys score(s) prior to submitting a waiver to the WIB Program Manager.

Participants must also complete "Match Your Skills" inventory by accessing Career Explorer at the Employment Connection website - [www.employmentconnect.org](http://www.employmentconnect.org). Match Your Skills Inventory will identify the skills a participant possesses and match them with a career or occupation. Career Explorer will provide a list of occupations from O\*NET which match the participant's skills and provide a detailed summary report for each occupation. The "Match Your Skills" results and the employer's job requirements will assist staff in developing the Training Plan, duration of training, and skills to be attained.

O\*NET is the nation's primary source of occupational information. O\*NET database contains information on hundreds of standardized and occupation-specific descriptors; this database can be accessed at [www.onetonline.org](http://www.onetonline.org). The database also provides "Career Exploration Tools," a set of valuable assessment instruments for career counseling, career planning, and exploration for participants looking to find or change careers.

## **Employer Registration and Job Orders**

OJT Employers must be registered in CalJOBS to provide access to the Employment Connection's talent pool. All job orders for which WIOA resources are utilized, such as an OJT must be entered in CalJOBS. Participants must input their resume in CalJOBS prior to being referred to OJT services.

## **Employer Referrals**

In order to be an appropriate OJT employer referral, employers must refer individuals to the service provider for further assessment. Service provider will verify that an employer has not made a job offer or has not already hired the individual in the OJT position, will complete an evaluation, objective assessment, and an IEP that must determine the OJT position with the employer is appropriate.

## **Youth OJT Referrals**

OJT services are only available for out-of-school youth 18-24 years of age, who meet WIOA Adult or Dislocated Worker eligibility requirements. Youth programs do not offer OJT services; therefore, all OJT candidates must be referred to the service provider implementing Adult/Dislocated Worker OJT programs. The Adult/Dislocated Worker staff will identify OJT job sites for youth, although it is highly encouraged for Adult and Youth program staff to collaborate to provide youth OJT services that leads to a career pathway and sustainable wages.

Young adults, enrolled in the WIOA youth program who are referred to the adult program for an OJT must follow all standards of this directive; however, portions of the process have already been completed by youth program staff and entered into the participant file, including:

- Eligibility has already been determined for both Youth and Adult programs; supporting documentation scanned into the file and eligibility is been certified.
- Objective Assessment (OA) has already been completed and updated with current career goals.
- Individual Employment Plan (IEP) - Adult program staff will update the IEP to include OJT and any other services provided.
- At least one program element has been provided to the participant. This is a requirement for enrollment in WIOA youth programs. The program element will show on the IEP, in case notes, and as an activity enrollment.
- WorkKeys - If the participant has not completed WorkKeys, service provider staff must administer the assessment prior to negotiating the OJT and ensure the appropriate levels are achieved.

## **Second Training Requests**

Individuals who previously received WIOA training services under current or previous applications such as an OJT, Individual Training Account (ITA), and/or a Transitional Job, must be approved by WIB Program Manager for a second training prior to development of the OJT.

## Employer Eligibility

**OJT agreements may only be developed with businesses located within Tulare County.** An OJT can be provided by an employer or registered apprenticeship program sponsor in the public, private non-profit, or private sector (§680.700). Prior to entering into an OJT agreement, a pre-screening should be conducted to ensure the business meets the minimum standards and can provide both training and long-term employment to the participant. OJT agreements may not be developed for jobs that are temporary, seasonal, or that have an end date that will lead to unemployment.

OJT funds cannot be provided to businesses who have relocated from any location in the United States until the company has operated at that location for 120 days, if the relocation of such establishment or part thereof results in a loss of employment of any employee at the original location (WIOA sec. 181(d) and Title 20 CFR 683.260).

A business shall not have more than 25 percent of its workforce in an OJT at any given time. The employer should have sufficient staff to provide adequate training for trainees and demonstrate a pattern of retaining trainees upon completion of the OJT.

The OJT Pre-award Survey (WIB Form 18-14) is required to be completed in the selection criteria for screening prospective employers prior to the development of an OJT agreement to ensure the following:

- Assurances that the employer is not in violation of federal, state, or local labor laws.
- The OJT may not displace other employees, or impair existing contracts for services or existing collective bargaining agreements (§683.270).
- OJT or customized training funds may not be provided to employers to directly or indirectly assist, promote, or deter union organizing (§680.830).
- Funds may not be used to directly or indirectly aid in the filling of a job opening, which is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in labor dispute involving work stoppage (§680.840).

OJT agreements may not be entered into with businesses who have exhibited a pattern of failing to provide OJT participants with continued long-term employment for at least six months after completion of the OJT. The participant's employment must be with wages and employment benefits (including health benefits) and working conditions at the same level and to the same extent as regular employees with similar length of time and doing the same type of work (WIOA sec. 194(4) and §680.700(b)).

Situations where OJT participants quit voluntarily, are terminated for cause, are released due to unforeseeable changes in business conditions, or are terminated for other reasons, which are not within the control of the employer, shall not be considered in the determination of a "pattern of failure." Service provider representative must clearly document such situations in the participant's file.

Service provider staff will assess employers to determine if a pattern of failure exists and track results in the OJT Retention Report (WIB Form 18-05). Any business found to have exhibited a pattern of failure as defined above will be ineligible to participate in the OJT program for a period of at least one year from the determination date.

## **Labor Standards**

OJT positions must meet the labor standards required by WIOA sec.181 (a)(1)(A) and (B) and §683.275 and be in accordance with the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) with regards to:

- The conditions of employment, including such factors as the type of work, geographical region, proficiency of the customer, the payment of comparable wage rates and periodic increases that are the same as similarly situated employees.
- Benefits and working conditions are at the same level and extent as other employees working a similar length of time and doing the same type of work.
- Health and safety standards established under State and Federal law.
- Workers compensation benefits.
- The prohibition against using OJT funds to contribute to retirement systems or plans.
- The prohibition against the impairment of the working conditions of current employees, including those laid-off, having a reduction in hours or terminated because of the prospective OJT contract, or the impairment of the promotional opportunities of current employees.
- The prohibition against the impairment of existing contracts for services or collective bargaining agreements.
- The prohibition against the assistance, promotion, or deterrence of union organizing.
- The opportunity for applicable labor organizations to submit comments regarding WIOA funded training.
- Compliance with the Davis-Bacon Act.

## **Workers' Compensation Coverage**

To the extent that a State Workers' Compensation law applies, workers' compensation must be provided to participants in programs and activities funded under WIOA Title I, on the same basis as the compensation is provided to other individuals in the State in similar employment (WIOA Sec. 683.280). The workers' compensation carrier must be licensed to underwrite workers compensation insurance in the State of California in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage under existing worker's compensation laws and regulations.

A copy of the employer's workers' compensation certificate of insurance must be obtained prior to entering into an OJT agreement. Workers' Compensation verification must have at the minimum the following information:

- Insurer's company name
- Insured/Employer listed as the policy holder
- Policy number
- Coverage period (OJT must be within the coverage period)
- Insurers contact information
- Amount of coverage

If worker's compensation coverage expires during the OJT agreement, service provider staff must obtain a copy of the renewal prior to the end of the OJT. A copy of the renewal shall be uploaded in the participant's file and addressed in the case notes.

## OJT Duration

The duration of an OJT Agreement must be limited to the period of time required for a participant to become proficient in the occupation for which training is to be provided (§680.700(c)). In determining the appropriate length of the agreement, consideration should be given to the skill requirements of the occupation, the skill level of the participant (academic and occupational), prior work experience, and the participant's IEP. The training time needed for various occupations shall be based on the appropriate O\*NET Specific Vocational Preparation (SVP) level, taking into consideration the employer's training plan, and the participant's skills gap and transferable skills. **Under no circumstances shall an individual who is fully skilled in an occupation be placed in an OJT in that occupation.**

Duration of training must be based on the participants need to gain the necessary skills required by the employer. Two individuals may be in the same job, but require different duration of training based on the individual's transferable skills, work history, education, and length of time unemployed. OJT's should be for full-time employment based on standards/definitions for the job or industry. If an industry does not have defined standards, full-time employment for OJT's should be for 32 hours a week. **OJT contracts may not be developed for less than 160 hours nor exceed 500 hours.**

## OJT Agreements

OJT agreements must be developed using the OJT Agreement Form (WIB Form 18-06) and it shall specify the following information:

- Business information (physical address, industry).
- Training details such as O\*NET occupation for which training is to be provided, the training duration, number of weeks and total hours, job title, wage rate, and the training reimbursement rate.
- Trainee's work history, education, transferable skills, and skills gap.
- How the OJT will provide the skills necessary to meet the requirements of the occupation.
- Justification for the length of training and description of the training.
- WorkKeys scores required for the occupation, participants WorkKey scores and O\*NET SVP level.
- If healthcare benefits and/or paid time off (vacation or sick time) are provided.

OJT justification and details of the OJT agreement must be clearly documented in participant's file. A supervisor must review OJT contracts prior to any signatures to ensure all information is complete and accurate.

## Training Plan

The Training Plan (WIB Form 18-07) is used to outline the specific skill requirements and training approach to be used with employer-based training. It will also be used as an assessment tool to document which skills the trainee lacks at the start of training, and to record the measurement of the skill attained during the course of the OJT.

The Training Plan includes the following:

- A. Skill Requirements - List all the skill requirements needed to perform the job to the standards specified by the employer.

- B. Training Requirement – Evaluate each skill against the trainee’s abilities and check “yes” or “no” to indicate what areas training is necessary.
- C. Training Method – Identify the methods to be used to reach the skill. This may include classroom, workshops, observation, oral instruction, demonstration and practice, reading of instructions and procedures manuals, guided simulation, trial and error, etc.
- D. Estimated Training Hours – Determine estimated training time that will be devoted to training for the specific skill.
- E. Measurement Method – Identify the way in which it will be determined if the trainee has acquired the skill. Typical methods include oral or written questions and answers, observation, and review/inspection of a product.
- F. Follow-up Visit Date and Rating – Record the date on which the follow-up is made and a rating of the skill level which has been obtained using the rating scale listed on the Training Plan.
- G. Actual Training Hours – Total trainees’ hours, actual hours worked, and compare to the projected hours of training to determine skill level attainment in hours. The trainee must complete at least 90 percent of the training over the term of the OJT Agreement.
- H. in order to be considered as completed training.
- I. Skill Attainment – Total the trainees’ final score and compare to the possible score and this will provide the percentage of skill level attained. The trainee must complete at least 80 percent of the total possible score for the sum of all skills.

Service provider representative should work directly with the employer to develop an accurate training plan addressing all skills the participant needs to obtain and meet the requirements of the position. In addition, the training plan shall be responsive to the participant’s objective assessment, IEP, transferable skills, and skills gap analysis. If the participant is determined not to possess a skills gap for the occupation, an OJT is not warranted.

An initial evaluation should be completed within 14 days from the OJT start date, and at each follow-up date until the last day of training. Section F of the training plan should be completed by the service provider representative working with the employer to include evaluation date and rating of each follow up. If participant’s rating is below 2 for any of the skills on the plan, service provider representative will meet with employer to develop a corrective action plan and meet with participant to discuss the plan. Upon completion of the OJT, the bottom section of the Training Plan must be completed to include the total score, possible score, and percent attained. The employer, and service provider representative must sign the completed Training Plan and copies distributed to the employer, participant, and a copy scanned in participant’s file.

### **OJT Compensation**

Participants in an OJT shall be compensated by the employer at such a rate, including periodic increases, as is reasonable considering such factors as: industry, geographical region, and participant proficiency. Trainee’s OJT wage will not be less than entry level for similarly employed personnel with the business, and pay prevailing wage for individuals employed in similar occupations by that business. **OJT contracts shall only be written for occupations that pay \$1.00 above the California minimum wage at the time the OJT begins.**

Payments to OJT employers are deemed compensation for the extraordinary costs associated with training participants and the costs associated with the lower productivity of such participants (WIOA Sec. 680.720). Employers shall not be required to document the extraordinary costs or lower productivity.

OJT payments may be based on scheduled raises or regular pay increases; they may not be based on overtime, shift differential, premium pay, and other non-regular wages. The OJT payments may not be based on periods of time such as illness, holidays, plant downtime, or other events during which no training occurs.

**OJT Employer wage reimbursement rate will be as follows:**

- 50 percent for employers that pay \$1.00 above the minimum wage.
- 50 percent for OJT Skills Upgrade.
- Up to 75 percent for a participant with significant barriers to employment.

Individuals with barriers to employment is defined (WIOA sec. 3(24) as:

- (a) Individuals with disabilities
- (b) Ex-offenders
- (c) Homeless individuals
- (d) English Language Learners who have low levels of literacy, and individuals facing substantial cultural barriers

**Wage Reimbursement Cap**

A wage cap for on-the-job training reimbursement level is set to not exceed 50 or 75 percent of the state's average salary provided by the Bureau of Labor Statistics in the Quarterly Census of Employment and Wages. The hourly wage caps for California can be found at <https://www.doleta.gov/layoff/avgHourlyWagesbyState.cfm>.

**Advanced Individual Fund Tracking (AIFT)**

Service provider staff will create a voucher in the participant file to allocate funds to compensate the employer for the extraordinary cost of the OJT. The service provider shall compensate employers monthly and enter these expenditures in the participant's AIFT by the 20th of the following month.

**Submission of OJT Agreement & Related Documents**

The OJT agreements and related documents must be submitted to the WIB by noon three business days prior to the start date of the OJT to allow for verification and review of the contents of the OJT agreement. If certain circumstances do not allow for such time, service provider should contact the WIB to assure sufficient time is given for the review process and WIB designee to sign the OJT prior to the start date.

Service provider must submit the following OJT and related documents to the WIB for review:

1. OJT Agreement with all signatures (employer, participant, and service provider)
2. Training Plan
3. OJT Pre-Award Survey
4. Workers' Compensation certificate of insurance
5. WorkKeys scores (Participant's and OJT occupation)

## **OJT Amendments**

OJT agreements must be amended to revise any terms of the OJT agreement and/or the Training Plan that is no longer valid. Terms of the agreement include changing or extending dates, increase or decrease of training hours, total reimbursement, reimbursement rate, job title, skill requirements, etc. An amendment must be in writing using the OJT Amendment Form (Form 18-09) and include the reason for revisions to the original OJT agreement. The OJT Amendment Form must be submitted to the WIB for review with a copy of the OJT agreement, and any other supporting documentation to justify the change. OJT amendments must be justified and clearly documented in the participant's file.

## **OJT Reimbursement Authorization Process**

Service provider must complete the OJT Reimbursement Invoice (WIB Form 18-08) for each calendar month of training. The invoice must list the actual hours worked by the trainee during the reporting period. The participant and an employer representative must sign the OJT Reimbursement Invoice prior to submitting the invoice for reimbursement. A supervisor or authorized staff must review and initial each invoice prior to payment. Service provider staff authorized to reimburse the invoice must also sign the OJT Reimbursement Invoice prior to making a payment. Payroll records for each participant must be obtained from the employer for every invoice and a copy must be retained in participant's file.

## **Participant Follow-Up**

Service provider staff must contact the participant the first day of work to verify actual start of training, and thereafter as often as necessary to ensure the participant is meeting workplace expectations and to provide guidance as needed. Follow up must be conducted with participants in all OJT's at a minimum during the Training Plan evaluations to determine if additional services are needed, such as career planning and counseling, support services, additional educational opportunities, as well as to address any work-related concerns that may arise. These follow-ups must be documented in participant's file. At the end of the OJT, service provider staff must determine the need for post-placement services necessary to retain long-term employment.

Follow-ups must be conducted monthly after the first follow-up is done within the 14 days, until the completion of the OJT. Example of Follow-up Schedule:

| <b>OJT Begin Date</b> | <b>14-Day</b> | <b>30-Day</b> | <b>60-Day</b> | <b>90-Day</b> |
|-----------------------|---------------|---------------|---------------|---------------|
| January 1             | January 14    | February 14   | March 14      | April 14      |
| Weeks                 | 2             | 6             | 10            | 14            |

## **Participant's File**

Service provider staff must document all contacts with the participant, the employer, the services provided, and participant's progress during the training period. The participant's IEP must reflect OJT services and other services as necessary. In addition, the OJT activity code 301 projected begin and end dates must be updated to reflect the actual begin and end date of the OJT agreement.

OJT Agreement, Training Plan, OJT Pre-Award Survey, and employer's workers' compensation certificate of insurance must be scanned into participant's file no later than 10 business days from the OJT start date. To substantiate the participant received wages and training, the monthly reimbursement invoices and employee payroll records/timecards must be scanned into

participant file each month through the end of the OJT agreement. The final rated and signed Training Plan must be scanned into the participant file.

### **OJT Retention Report**

Service provider staff must contact (i.e. site visit, phone call, or e-mail) employers to verify OJT participants retained employment for at least six months after the completion of the OJT contract. This contact must be clearly documented in the participant's file.

The OJT Retention Report (WIB Form 18-05) must be submitted to the WIB quarterly to include OJT participants whose six-month retention falls in the reporting quarter. If the OJT employer did not retain the participant, document the reason in the report and case notes. The OJT Retention Report is due quarterly on the 10th day after the end of the quarter.

### **OJT Monitoring**

OJT Agreements shall be monitored periodically by the service provider issuing the agreement to assure employer payroll and attendance records substantiate the validity and propriety of amounts claimed for reimbursement, and the training is being provided as specified in the Training Plan.

OJT Employer Monitoring Form (WIB Form 18-10) is to be used to monitor the OJT employer every thirty (30) days. A copy of the form is to be given to the employer and scanned in the participant's file. Any cited issues must be noted on the form and followed up on to ensure adequate corrective action has been taken.

In addition, OJTs may be monitored by the WIB, EDD, and DOL. Monitoring visits are for the benefit of the employer, participants, and the public. It is the responsibility of the service provider to educate employers and participants of monitoring site visits and interviews with both the participant and the supervisor responsible for training.

### **Measureable Skill Gains**

Measurable Skill Gains (MSG) is one of six WIOA primary indicators of performance. MSG is a performance measure for participants who are in education or training programs that lead to a recognized postsecondary credential or employment, and have documented academic, technical, occupational, or other forms of progress towards such a credential or employment. An OJT is a training program that captures progression towards an established milestone after satisfactory completion. Service provider staff will capture the MSG milestone for the completion of the OJT in the participant file as follows:

1. Enters MSG as a Training Milestone
2. Upload the Training Plan fully signed into documents
3. Document achievement of milestone in the case notes

### **ACTION**

Service provider must establish OJT policies and procedures that are in accordance with this directive. This directive should be reviewed by all staff involved in the procurement, development, administration, and oversight of OJT agreements.

## **INQUIRIES**

Questions regarding this directive should be directed to the WIB at (559) 713-5200.

Adam Peck

Executive Director

### **Attachments:**

- WIB Form 18-05 - OJT Retention Report
- WIB Form 18-06 - OJT Agreement Form
- WIB Form 18-07 - Training Plan
- WIB Form 18-08 - OJT Reimbursement Invoice
- WIB Form 18-09 - OJT Amendment Form
- WIB Form 18-10 - OJT Monitoring Form
- WIB Form 18-14 - Pre-award Survey

*The Workforce Investment Board of Tulare County is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.*





**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY**

**ON-THE-JOB TRAINING AGREEMENT**

|  |                          |   |                        |
|--|--------------------------|---|------------------------|
| 1. Trainee Name:   |                          | Application No.:  |                        |
| 2. Business Name :<br>Address/City/Zip:<br>Phone No.:<br>I.R.S. Employer I.D. No.:<br>Industry Sector:   |                          | 3. Service Provider:<br>Representative:<br>Phone No.:<br>Email: |                        |
| 4. Job Title:  |                          | O*NET Code:   |                        |
| 5. Training Begins:                      Ends:   |                          | Number of Weeks:                      Total Hours:              |                        |
| a) Total OJT Reimbursement Not to Exceed: \$   | b) Hourly Training Wage: | c) Reimbursement Wage:  | d) Reimbursement Rate: |
| 6. Supervised By:  |                          | Title:  |                        |
| <p>7. The employer agrees to the following:</p> <ul style="list-style-type: none"> <li>a. The trainee will be taught skills to satisfactorily perform the tasks described in the Training Plan.</li> <li>b. Provide the trainee with reasonable and proper supervision and instruction regarding the OJT.</li> <li>c. Maintain ongoing communication and feedback with the OJT trainee on the progress of learning the job.</li> <li>d. Identify areas of weakness of the OJT trainee that would be a barrier to become proficient in any skills.</li> <li>e. Submit reimbursement invoices for the OJT trainee, including the OJT trainee payroll records.</li> <li>f. The employer agrees that upon successful completion of the OJT training period, the trainee will continue to be employed as a regular member of the employer's workforce and will continue to receive pay and benefits equal to that of other employees similarly employed.</li> </ul> |                          |   |                        |
| <p>8. Justification for length of training. List references used such as O*NET, SVP level, skills analysis, summary of participant experience/education, skills analysis, and training gap.</p>  |                          |   |                        |
| <p>The employer further attests that without benefit of this OJT the trainee would not have otherwise been hired to fill this position. The employer further agrees to adhere to the provisions and assurances provided on the reverse of this OJT Agreement. Initials:</p>  |                          |   |                        |
| 9. Business Representative(s):<br><br>Title:   |                          | Signature:<br><br>Date:   |                        |
| <p>10. I agree to adhere to the training plan as developed for me with the employer shown above. I, further agree to adhere to all rules and regulations relative to the training and employment provided.</p>   |                          |   |                        |
| Trainee:   |                          | Signature:<br><br>Date:   |                        |
| <p>11. The undersigned certifies that the training plan is adequate; the negotiated wages, terms and conditions are consistent with the Federal and State regulations and Workforce Investment Board of Tulare County policy, and approve this agreement.</p>  |                          |   |                        |
| Service Provider:<br><br>By:<br><br>Title:   |                          | Signature:<br><br>Date:   |                        |
| <p>12. The undersigned certifies that this agreement has been reviewed and is sufficient to ensure training is provided in accordance with the WIOA and WIB directive. The signature by the WIB does not, however, relieve the Service Provider of its responsibilities under this agreement that authorizes the operation of this OJT program.</p>  |                          |   |                        |
| Approved: Workforce Investment Board of Tulare County<br><br>By: David McMunn                      Title: Deputy Director<br><br>or Designee:  |                          | Signature:<br><br>Date:   |                        |

## OJT PROVISIONS AND ASSURANCES

The Workforce Investment Board of Tulare County (WIB) is authorized to implement work-based training such as an On-the-Job training (OJT) under the Workforce Innovation and Opportunity Act (WIOA). This OJT Agreement is subject to all regulations and conditions of the grants under which this program is operated. Copies of the grants are available at the WIB Administrative Office.

### The On-The-Job Training (OJT) employer agrees to abide by the following terms and conditions:

**Authority:** The employer ensures that it possesses legal authority to enter into this Agreement, and ensures that it has adequate administrative accounting, personnel standards, evaluation procedures, supervision, and other policies as may be necessary to perform the training required under this Agreement.

**Compliance with Applicable Laws and Regulations:** The OJT employer shall abide by WIOA and all other applicable Federal, State, and local laws, directives and regulations while performing the training specified in this Agreement.

### SECTION A: Trainee Wages, Benefits, Working Conditions

**Wages:** The employer shall compensate trainees the rate specified in this Agreement. The employer ensures that individuals in an OJT training shall be compensated at the same rates, including periodic increases, as similarly situated employees or trainees and in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938 (Federal Minimum Wage) or the applicable State or local minimum wage.

**Benefits:** (1) The employer shall provide Workers' Compensation, health insurance, or equivalent protection, at the same level as other employees working a similar length of time and doing the same type of work.

(2) The employer shall inform each trainee of his or her rights and benefits as an employee of the training site prior to the commencement of training.

**Non-Discrimination:** No trainee hired under this Agreement shall be subjected to discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity); national origin (including limited English proficiency); age, disability, political affiliation or solely because of their status as such under this agreement.

**Labor, Health and Safety Standards:** The employer shall establish and maintain appropriate health and safety standards for work and training. The employer ensures that no trainee will be required or permitted to work, be trained, or receive services in buildings or surroundings which are unsanitary or hazardous, to the health or safety of the trainee.

### SECTION B: Agreement Operations

**Collective Bargaining Agreements for Services:** The employer attests that no activities, work or training under this agreement are in conflict with the terms and conditions of an existing collective bargaining agreement.

**Conflict of Interest:** Both parties agree to prohibit employees from using their position for a purpose that is, or give the appearance of, being motivated by a desire for private gain for themselves, particularly those with whom they have family business, or other ties. No trainees may be hired who are members of the Employer's immediate family or of those who serve in an administrative or management capacity.

**Displacement/Relocation:** The employer stipulates and agrees that the establishment in which on-the-job training will be given:

(1) Has not been moved from any previous location less than 120 days prior to the effective date of this Agreement,

(2) Is not a branch, affiliate or subsidiary of a business entity in another location which has, at any time subsequent to 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.

No currently employed worker shall be displaced by any trainee including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

**Kickbacks:** All parties to this agreement ensure that their officers, employees, and agents will not solicit or accept gratuities, favors, or anything of monetary value as a result of this Agreement.

**Labor Union Comments:** Where a labor union represents employees who are engaged in similar work or training in the same area as the trainee, an opportunity shall be provided for such organization to submit comments with respect to the training provided under this agreement.

**Layoff** (1) No trainee shall be employed, (a) when any other individual is on layoff from the same or equivalent job, (b) when the employer has terminated the employment of any regular employee or otherwise reduced its work force, or (c) when there are work stoppages, or layoffs affecting regular employees.

**Modifications:** Any changes requested or required shall be in written form only and signed by parties to this Agreement.

**Agreement Management:** The performance of the OJT employer will be reviewed on a regular basis to ensure adherence to the terms and conditions of the agreement. This shall include the review of financial records relating to the agreement, the Task Oriented Training Plan, and interviews with those involved with training rendered under the agreement.

**Recordkeeping:** The Employer shall maintain for each trainee daily attendance records showing hours worked and payroll records showing all deductions taken and wages paid. These records must be maintained for a period of three years after the ending date of this Agreement. The Employer agrees that the State Comptroller or authorized representatives, or the WIB, or other agency representative shall, until the expiration of three years after final payment under this Agreement, have access to and right to examine any directly pertinent books, documents or records involving transactions related to this Agreement.

**Reimbursement:** (1) The Employer shall be reimbursed for training in accordance with the amounts established in this Agreement. (Total OJT Reimbursement shall not exceed 50% or 75% of wages paid.) If the employer overbills or receives payment for training not rendered, the employer will be liable for repayment.

(2) The Employer shall be paid upon submission of properly completed OJT Reimbursement Invoice, with an attached copy of the timesheet signed by the employer and trainee. Payment shall be based on the total number of hours worked times the hourly reimbursement rate indicated in the agreement.

(3) If the trainee signature is not obtainable on the timesheet due to departure from the area, copies of the reverse side of the canceled paycheck issued to the trainee, time sheets showing hours worked, and payroll records showing gross wages paid and deductions taken for which reimbursement is requested shall be submitted.

(4) Billing periods will occur at the end of each calendar month or at other agreed times, until the authorized training hours have been completed, or until the ending date of this Agreement, whichever occurs first. Reimbursement requests must be submitted to the issuing Agency by the 1st day of each month, or as otherwise stated, in order that they can be reviewed and forwarded to the Agency's accounting office. REQUESTS FOR REIMBURSEMENT FOR TRAINING SHALL NOT BE HONORED IF SUBMITTED LATER THAN 60 DAYS AFTER COMPLETION OR TERMINATION OF THIS AGREEMENT.

(5) Time exceeding a normal forty (40) hour work week may be applied towards the total hours authorized in the training agreement, however, compensation for vacation, jury duty or holidays will not be paid with WIOA funds under this Agreement.

**Sectarianism:** Trainees shall not be employed on the construction, operation, or maintenance or so much of any facility, as is used or to be used for sectarian instruction or as a place for religious worship.

### SECTION C: Termination of Agreement

#### Types of Termination:

(1) **Convenience** -- Either the agreement or agency or the OJT employer may request a termination for convenience, and shall give notice to the other party, in writing, five (5) working days in advance of the effective date of such termination.

(2) **Cause** -- The subcontractor agency shall terminate this agreement for the breach of any or all terms of the agreement. The agency will notify the OJT employer of such unsatisfactory performance in writing and immediately terminate the Agreement.

(3) **Reduction in Funding** -- The subcontractor agency or WIB retains the right to terminate this agreement due to a reduction in funding by the U.S. Department of Labor or the State of California. The issuing agency shall provide the OJT employer with a termination notice, in writing, at least five (5) working days in advance of the effective date of such termination.

(4) **Emergency Sanction** -- In emergency situations, as determined by the contractor agency, to protect the integrity of funds, the safety of trainees, or in situations where labor disputes or layoffs occur, the agency may immediately terminate or suspend the agreement, in whole or in part. The agency shall notify the OJT employer of the reason for the action.

**Hold Harmless:** (1) The OJT employer shall, at its own expense, protect and defend. It agrees to indemnify and hold harmless from all damages, costs and expenses that the agency may incur as a result of any activities of the OJT employer or its employees, clients, agents or servants that may arise out of this agreement.

(2) The Employer upon final payment of the amount due under this Agreement, less any refunds due the issuing Agency, hereby releases and discharges the Agency from all liabilities, obligations, and claims arising from this Agreement.



WORKFORCE INVESTMENT BOARD OF TULARE COUNTY

TRAINING PLAN

**RATING SCALE**

- 1 = Participant has not made satisfactory progress
- 2 = Participant is making progress, but not at a satisfactory level
- 3 = Participant is making progress at a satisfactory level
- 4 = Participant has achieved proficiency in this skill

|   |  |
|---|--|
| <b>Trainee Name:</b>                    | <b>Application No.:</b>                      |
| <b>Job Title:</b>                       | <b>O*NET Code:</b>                           |
| <b>Business Name:</b>                   | <b>Supervisor:</b>                           |
| <b>Service Provider Representative:</b> | <b>Training Start Date:</b> <b>End Date:</b> |

| Requirements<br>[Tasks/Work Activities]<br>(A) | Training<br>Required<br>Y/N<br>(B) | Training<br>Method<br>(C) | Training<br>Hours<br>(D)    | Measurement<br>Method<br>(E) | (F) Follow-up Site Visit |        |        |        |
|--|------------------------------------|---------------------------|-----------------------------|------------------------------|--------------------------|--------|--------|--------|
|  |                                    |                           |                             |                              | Date/Rating              |        |        |        |
|  |                                    |                           |                             |                              |                          |        |        |        |
| 1.   | select                             | select                    |                             | select                       | select                   | select | select | select |
| 2.   | select                             | select                    |                             | select                       | select                   | select | select | select |
| 3.   | select                             | select                    |                             | select                       | select                   | select | select | select |
| 4.   | select                             | select                    |                             | select                       | select                   | select | select | select |
| 5.   | select                             | select                    |                             | select                       | select                   | select | select | select |
| 6.   | select                             | select                    |                             | select                       | select                   | select | select | select |
| 7.   | select                             | select                    |                             | select                       | select                   | select | select | select |
| 8.   | select                             | select                    |                             | select                       | select                   | select | select | select |
| 9.   | select                             | select                    |                             | select                       | select                   | select | select | select |
| 10.  | select                             | select                    |                             | select                       | select                   | select | select | select |
|  |                                    |                           | <b>Total training hours</b> | <b>Total Score</b>           |                          |        |        |        |

This certificate of attainment is presented to requirements established in this Training Plan.

(trainee), for successfully completing the skills

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Service Provider Signature

| (G) TRAINING HOURS             |  | (H) SKILL ATTAINMENT LEVEL  |  |
|--------------------------------|--|-----------------------------|--|
| Total training hours completed |  | Participant's total score   |  |
| Total training hours planned   |  | Maximum score possible      |  |
| % of planned hours completed   |  | % of maximum score attained |  |

**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY**

**TRAINING PLAN**

**INSTRUCTIONS FOR COMPLETION AND USE**

On-the-Job Training Plan shall identify the essential skills and training for entrants into the workforce to acquire, through close supervision, an appreciation of workplace norms that may include self-discipline, interpersonal skills, attendance and accountability, understanding compensation, and learning to appreciate and meet employers' reasonable expectations.

- (A) **SKILL REQUIREMENTS:** List the skill requirements need to perform the job to so the standards specified by the worksite supervisor. Competencies should be stated as specifically as possible, identifying the skills to be used, the level of attainment, and tools or equipment to be operated.
- (B) **SKILLED:** During the course of this worksite, agreement each skill will be evaluated against participant's abilities and checked yes or no to indicate what areas training is necessary.
- (C) **TRAINING METHOD:** Identify the method to be used to teach the skill. This may include classroom/workshop attendance, observation, oral instruction, demonstration and practice, reading of instruction and procedures manuals, guided simulation, trial and error, etc.
- (D) **ESTIMATED TRAINING TIME:** Indicate the number of hours, which will be devoted to training for the specific skill.
- (E) **MEASUREMENT METHOD:** Identify the method that will be used for determining whether the participant has acquired each skill. Typical methods of measurement include oral or written question and answer, observation, and review/inspection of a product.
- (F) **FOLLOW-UP/SITE VISIT – DATE AND RATING:** Record the date on which the follow-up/site visit is made and a rating of the skill level that has been achieved. Use the rating scale listed on the front of this form. Evaluation of the trainee's progress in acquiring the identified skills must occur consistently over the course of training and will be based upon the supervisor's evaluation of the trainee's progress.
- (G) **ACTUAL TRAINING HOURS:** Total the numbers of training hours, actually completed (use time sheets) and compare to the projected hours of training. This will give you a comparison of skill level attainment in hours. The participant must complete at least 90% of the training over the term of the agreement period in order to be considered as "completed training".
- (H) **SKILL ATTAINMENT LEVEL:** Total the participant's score and compare the possible score (ratings of 4 x # of skills possible). This will give you the percentage of skills level attained. In order for the participant to attain a Competency, it is necessary to achieve at least 80% of the total possible score for the sum of the all skills.





**WORKFORCE INVESTMENT BOARD OF TULARE COUNTY**

**OJT MONITORING FORM**

Business Name: \_\_\_\_\_ FEIN: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Service Provider Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Records Review:**

- 1. Is the employer maintaining daily attendance records/time for hours worked by the trainee? Yes  No
- 2. Is the timesheet certified by the participant / supervisor / employer? Yes  No
- 3. Does the employer have payroll records showing all deductions taken and wages paid to trainee? Yes  No

**Participant Training:**

- 1. Is the employer providing the training specified in the Training Plan? Yes  No

**Agreement Compliance:**

- 1. Is the employer in compliance with the trainee's wages, benefits, and working conditions as indicated in the OJT provisions? Yes  No
- 2. Is the trainee's Workers' Compensation insurance, health insurance, or equivalent protection, at the same level as other employees working a similar length of time and doing the same type of work? Yes  No
- 3. Is the employer in compliance with Non-Discrimination, Labor, Health, and Safety Standards as indicated in the OJT provisions? Yes  No
- 4. Is the employer adhering to all other OJT provisions and assurances? Yes  No

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Service Provider Representative Signature

\_\_\_\_\_  
Date

