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# OC Community Resources

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July 12, 2021

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**To:** WIOA Subrecipients of the Orange County  
Workforce Development Area

**From:** Carma Lacy  
Director of Workforce Development

**Subject:** On-The-Job Training (OJT) Program Policy  
Information Notice No. 20-OCWDB-17

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## PURPOSE

To provide information and direction for the implementation of the Workforce Innovation and Opportunity (WIOA) funded On-the-Job Training (OJT) opportunities and all other applicable special programs that receive funding through the County of Orange, Community Investment Division (CID) Department to administer OJTs to eligible Adult, Dislocated Worker and Youth program participants.

## EFFECTIVE DATE

This policy is effective immediately upon issuance.

## REFERENCES

- Workforce Innovation and Opportunity Act, Pub. L. 113-128; Sections 3(23)(24) and (44); 134(c)(H); 188 (a)(2) and (3); 181 (a)(2)(B)
- 20 CFR 680.700, 680.710, 680.720, 680.730 and 680.850
- 20 CFR 683.260, 683.265, 683.270, 683.275, 683.280
- Fair Labor Standards Act (29 U.S.C.206(a))

## BACKGROUND

On-the-Job Training (OJT) is a training option that provides employers the opportunity to train new participants (Trainees) on the specific knowledge or skills essential to the full and adequate performance of the job. OJT opportunities are formed through a contractual agreement between the employer and the OJT Service Provider. The OJT Service Provider provides the employer with a partial wage reimbursement, typically up to 50 percent of the wage rate of the participant for the extraordinary costs of providing the training and supervision related to the training. However, WIOA authorizes local boards to reimburse employers up to a maximum of 75 percent of the wage rate of an OJT participant after considering factors listed in this policy.



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OJT is a hire-first program. The Trainee/participant begins their OJT as a full-time employee of the company that has agreed to provide on-site training and long-term employment upon completion of the OJT. The rate of pay, fringe benefits, periodic pay increases, and working conditions offered to the Trainee/participant are the same as similarly situated employees in positions with the same employer and subject to the state or local minimum wage laws.

## **Definitions**

In-Demand Industry - An industry sector that has a substantial current, or potential impact, (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the state, regional, or local economy, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors.

Individual with Barriers to Employment - The term "individual with a barrier to employment" means a member of one or more of the following populations:

1. Displaced homemakers
2. Low-income individuals
3. Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
4. Individuals with disabilities, including youth who are individuals with disabilities
5. Older individuals (55 years or older)
6. Ex-offenders
7. Homeless individuals (as defined in Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or homeless children and youths (as description of defined in Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))
8. Youth who are in or have aged out of the foster care system
9. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
10. Eligible migrant and seasonal farmworkers, as defined in section 167(i)
11. Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)
12. Single parents (including single pregnant women)
13. Long-term unemployed individuals
14. Such other groups as the Governor involved determines

Occupational Information Network (O\*NET) – An online database of standardized and occupation-specific descriptors for occupations in the U.S. economy.

Registered Apprenticeship Program - A program meeting Federal and State standards of job preparation that combines paid on-the-job training and related instruction to progressively increase workers' skill levels and wages.

Specific Vocational Preparation (SVP) - The amount of time required by a typical worker to learn techniques, acquire the information, and develop the facility needed for average performance in a specific job-worker situation.

Trade Adjustment Assistance (TAA) - A federal program established under the Trade Adjustment Assistance Reauthorization Act of 2015 provides aid to workers who lose their jobs or whose hours of work and wages are reduced as a result of increased imports.

### **Policy and Procedures**

On-the-Job Training must be provided through a contract that provides a structured training opportunity for the OJT Trainee to gain the knowledge and skills to be competent in the job for which they are hired. The contract must be completed and signed by all parties before the OJT Trainee may begin the OJT. OJT may be sequenced with other program services such as work experience, classroom training, or basic skills training. An OJT Toolkit is available from Department of Labor at

<https://ion.workforcegps.org/resources/2017/12/01/11/19/On-the-Job-Training-Toolkit>.

### **Participant Eligibility**

OJT Trainees must meet program eligibility requirements for each funding source (i.e. WIOA Adult, Dislocated Worker or Youth formula funded programs). Trainees must have received a documented skills and/or educational functioning level assessment that results in the development of an Individual Employment Plan (IEP)/Individual Service Plan (ISP) which documents and details the participants interest, aptitude, skills and ability to meet the specific employer OJT requirements. Services Providers are to use any of the following assessment tools when completing the assessment: Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT). ACT WorkKeys will be used for enrollment requirements only and is not intended to measure Educational Functioning Levels (EFL) for performance. Service Providers may use previous basic skills assessment results if such previous assessments have been conducted within the past six months.

Employed workers may be eligible for WIOA-funded OJT's when the employee is not earning a self-sufficient wage as defined in the OCWDB Self Sufficiency Policy. Participants who have completed occupational skills training via an Individual Training Account (ITA) may be considered for OJT if it creates an opportunity for the participant to become employed.

WIOA in-school youth aged 14-21 years may qualify for OJT, although such work experience may not be an appropriate activity for in-school youth whose individual service plan may be geared toward completion of secondary or postsecondary education instead of employment.

OJT participants must receive wages, benefits, and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.

OJT may be provided to underemployed worker's when:

1. The employee is not earning a self-sufficient wage;
2. All other requirements of this policy are met; and
3. The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, or workplace literacy.

### **Employer Eligibility**

OJT contracts may be entered into with private-for-profit businesses, private non-profit organizations, and public sector employers prior to a WIOA participant starting the new job.

With successful completion, the employer is expected to retain the participant after the training period for no less than one year. Careful consideration should be given when selecting a participating employer.

An OJT cannot be entered into with an employer if, under previous contracts under WIOA or the former Workforce Investment Act of 1994 (WIA), the employer exhibited a pattern of failing to provide participants with continued long-term employment as regular employees with wages and employment benefits (including health benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.

An OJT site (where the training takes place) could be out of the OCWDB service area (outside of the Orange County), but the Service Provider/Business Solutions staff should work with the local workforce area where the training site is located to help with the monitoring and participant engagement. If an OJT site is not in Orange County, but in a bordering workforce development area, the training site needs to be within the commuting distance (approximately 50 miles) so the Service Provider/Business Solutions staff is able to complete the site monitoring and participant check in.

Business functions that must be researched and documented before entering into an OJT agreement with an employer include but are not limited to:

1. Working conditions (safety and health);
2. Availability of employer-provided health benefits;
3. Wage structure;
4. Turnover rates;
5. Adequateness of staff and equipment to carry out the training;
6. Compliance with federal, state and local laws;
7. The ability for the employer to retain the position after the OJT period for a duration of no less than one year;
8. Must not be debarred from participating or receiving federal, state or local funding;
9. Must be registered with the State of California;
10. Must be up-to-date on Unemployment Insurance (UI) taxes and be in good standing with the State of California.

### **Employer Requirements**

1. Must be registered with the Internal Revenue Service (IRS) and have an account with the California State Compensation Insurance Fund for Unemployment Insurance and carry Workers Compensation Insurance. If the OJT site is in Orange County, they must have operated in Orange County for a minimum of 120 days and be current in unemployment insurance and workers' compensation taxes, penalties, and/or interest or related payment plan. If the OJT site is outside of Orange County, they must be able to demonstrate experience with developing OJT's with their local workforce area and be current in unemployment insurance and workers compensation taxes, penalties, and/or interest or related payment plan.
2. Must be financially solvent to meet the OJT contract obligations through the end of the training and for the participant's 12-month follow-up period and must have an adequate payroll record keeping systems that tracks hours worked, gross pay, deductions and net pay.

3. Must not have relocated within the last 120 days, where relocation resulted in the loss of employment at a prior location.
4. Must not displace any currently employed worker or alter current workers promotional opportunities. Nor have terminated any regular employee or otherwise reduced the workforce in order to hire OJT Trainees.
5. Must not be involved in a labor dispute or have workers currently in a layoff status or laid off workers over the past 120 days from the same or any substantially equivalent job. The period of 120 days may be waived if there are mitigating circumstances reviewed and approved by the Orange County Director of Workforce Development.
6. Must not impair existing contracts for services or pre-established collective bargaining agreements. Must gain written concurrence with the appropriate labor organization before the OJT can begin if the OJT agreement would be inconsistent with a collective bargaining agreement. Additionally, the employer must attest that the OJT agreement would not assist, promote or deter union organizing.
7. Must not allow OJT Trainees to work on the construction, maintenance or operation of any facility that is used for sectarian activities or as a place of worship.
8. Must not illegally discriminate in training or hiring practices because of race, color, sex, national origin, religion, disability, political beliefs or affiliations, or age.
9. Businesses must not have any outstanding tax liability to the state of California for over six months. Businesses must disclose any known outstanding tax liabilities with California and other states prior to entering into the contract. The Service Provider/Business Solutions staff may consider existing out-of-state violations when determining eligibility to receive OJT funds. The Service Provider/Business Solutions staff must document any resolution of outstanding tax liability, which may include letters from the business or from the State from which the tax liability occurred.
10. Businesses must not have any outstanding civil, criminal, or administrative fines or penalties owed to or pending in the state of California.
11. Service Provider's/ Business Solutions staff must not execute OJT contracts with an employer who has previously exhibited a pattern of failing to provide OJT Trainees with continued long- term employment. Employers must maintain at least a 90% annual OJT Trainee retention rate.
12. The employer must comply with all applicable federal, state, and local laws and regulations related to providing reasonable working conditions. OJT participants are not permitted to train or work in buildings or surroundings under working conditions that are unsanitary, hazardous, or dangerous to the trainee's health or safety.

If all required OJT criteria are met, a private placement agency may be an eligible employer for WIOA-funded OJT.

## **Employer Reimbursement Rates**

The employer reimbursement rate of the regular wages earned for OJTs is set to 50 percent. The OCWDB permits the increase of the reimbursement rate for OJT contracts up to 75 percent when taking into account the following factors:

1. The characteristics of the participants, taking into consideration whether they are "individuals with barriers to employment," as defined in WIOA sec. 3(24);
2. The size of the employer, with an emphasis on small businesses;
3. The quality of employer-provided training and advancement opportunities. For example, if the OJT contract is for an in-demand occupation and will lead to an industry-recognized credential; and
4. Other factors the Governor or OCWDB may determine to be appropriate, which may include the number of employees participating, wage and benefit levels of the employees (both at present and after completion), and relation of the training to the competitiveness of the participant.

Service Providers/Business Solutions staff must obtain pre-approval from the Director of Workforce Development prior to entering into agreements with employer when increasing the wage reimbursement level above 50 percent. Approval requests must be done formally, in writing, and must include the OJT packet. Further, the Service Provider/Business Solutions staff must document the factors used when increasing the wage reimbursement levels above 50 percent and up to 75 percent. A copy of the approval must be placed in the participant and business physical/electronic records.

The following reimbursement rates are based on the size of the employer and characteristic of the participants, taking into consideration whether they are "individuals with barriers to employment":

1. A maximum of 50 percent for standard OJT agreements.
2. A maximum of 65 percent for mid-sized businesses (51-250 employees) that meet the increase reimbursement rate criteria.
3. A maximum of 75 percent for small businesses (up to 50 employees) that meet the increase reimbursement rate criteria.
4. A maximum of 90 percent for small businesses (up to 50 employees) for participants that meet the definition of a dislocated worker.

Regardless of the reimbursement rate, the following factors must be considered prior to approving an OJT:

1. The characteristics of the participant(s) with an emphasis on barriers to employment;
2. The quality of employer-provided training (e.g., an industry recognized credential, advancement opportunity);
3. The number of participants the employer agrees to hire;
4. The wage and benefit level of the participant (both during and after completion of the OJT);
5. The OJT position is an in-demand occupation and determined by local labor market information;
6. The OJT employer is:
  - In an in-demand industry and determined by local labor market information to support economic self-sufficiency and local living wage; or
  - In a declining industry that has justification which supports reimbursement above 50 percent (e.g., evidence of long-term viability of the employer) and

demonstrates compelling reasoning for OJT opportunity to support economic self-sufficiency and local living wage.

Each of the above factors leading to the approval of an OJT must be documented and placed in the case file.

### **Registered Apprenticeship Programs**

OJT contracts may be written with registered apprenticeship programs and/or participating employers in registered apprenticeship programs for the on-the-job training.

### **Coordination with the Trade Adjustment Assistance Program**

If an individual is eligible for training dollars under Trade Adjustment Assistance (TAA), TAA should be used to fund the OJT. An exception would be situations where the cost exceeds the TAA program's ability to fund the training; WIOA funds can pay the portion of the cost that exceeds the TAA maximum.

If a participant is already enrolled in a WIOA-funded OJT and subsequently becomes eligible for funding through TAA, the local area must determine whether to continue funding the OJT with formula dollars or to fund the remainder of the training with TAA funds based on the following criteria:

1. If the WIOA-funded OJT uses a different wage reimbursement rate than the Trade program's OJT policy allows, the participant's OJT may continue to be funded by formula dollars until completion;
2. If the WIOA-funded OJT uses a different payment point than the Trade program's required OJT payment point, the participant's OJT may continue to be funded by formula dollars until completion;
3. If the WIOA-funded OJT uses the same wage reimbursement rate and payment point as the Trade program OJT, the local area must plan for the remainder of the OJT to be funded by TAA beginning at the next payment point. Local areas must coordinate with Trade staff to develop a plan for transitioning participants from one funding stream to another without negatively affecting the employer or the participant.

If the Service Provider determines that the participant is eligible for TAA, a funding transition form must be completed (Attachment I). Regardless of whether participants remain in the WIOA-funded OJT or transition to TAA funding, it is required that the participant be co-enrolled in both the WIOA-funded OJT and Trade programs. The OJT must be approved under both programs (even if it is being fully funded by formula dollars) to ensure the participant can qualify for other associated Trade benefits and services.

### **Employer Information Form**

Prior to the placement of an OJT participant, an employer pre-screening must be conducted and the On-the-Job Training Employer Information (Attachment II) form must be completed to ensure that the employer meets the minimum standards and can provide both training and long-term employment to the OJT participant. The On-the-Job Training Employer Information form may be completed once rather than each time an OJT is approved.

If a collective bargaining agreement is in place, the On-the-Job Training Employer Information form must indicate such and the employer must provide a letter from the union indicating union concurrence before the OJT begins. OCWDB staff is expected to contact the employer's union representative if the job is under bargaining unit authority.

The On-the-Job Training Employer Information form must be updated:

1. If the business is sold or transferred;
2. If other significant changes affecting training, hiring, or job retention occur; and
3. At least once a year from the date of issuance.

### **The OJT Contract**

Every OJT opportunity will include a contract/agreement with the employer and a Training Plan for the Trainee. The contract must include the requirements of WIOA rules and regulations; the occupation, skills, and competencies to be learned; and the length of time the training will be provided (Attachment III OJT Contract Checklist and Attachment IV OJT Sample Contract).

The On-the-Job Training Plan (Attachment V) also identifies the skills to be learned during the OJT. OJT providers may use the following to determine skills needed and justification of training duration:

1. Occupational Information Network (O\*NET);
2. Specific Vocational Preparation (SVP),
3. Company job description;
4. Input from the employer/supervisor, and/or
5. Other appropriate data sources.

Contract modifications (Attachment VI) must be in writing, signed and dated by all parties prior to the effective date of the modification. Verbal modifications are not valid.

There are times when an OJT participant or work conditions may justify an exception to the original training plan. Possible exceptions or modifications to an OJT may include:

1. Extending the agreed upon length of OJT duration if the mandated maximum number of hours are not exceeded;
2. Adjusting the maximum or minimum number of hours/weeks to accommodate a participant's learning or other disability if mandated maximum number of hours are not exceeded;
3. Allowing employer reimbursement for training, even when the participant fails to complete the training, if the participant quit or was fired for just cause; and
4. Consideration for OJT participants who are performing satisfactorily, have completed substantial training and will be retained by an employer at the end of the training period, but have not learned all the requisite OJT-related skills.

All exceptions must be documented on the On-the-Job Training Exception Request Form (Attachment VII) before the end date of the training plan and must also include a Contract Modification.

All Contract Modifications and Exceptions must be documented in the participant's case file.

### **Duration, Wages, Payments and Benefits**

OCWDB is committed to providing WIOA participants work opportunities that lead to self-sufficiency; therefore, OJT's are limited to employers offering hourly wages or salaries above the current livable wage rate (\$18.00 as of 2021, however, livable wage is subject to change). Priority consideration will be given to employers offering employment opportunities above \$30.00 per hour.



Regardless of the hourly wage, training duration is limited to not less than four (4) weeks and not more than 26 weeks (1,040 hours). Training duration must be in line with Specific Vocational Preparation (SVP) estimates. Participants who have utilized the maximum funding allowed under the Individual Training Account (ITA) Policy may also qualify for an OJT with training cost and duration limits described above.

The OJT Trainee is an employee of the business. The employer is responsible for payment of wages and benefits to the Trainee. The employer must provide OJT Trainee with continued long-term employment or wages, benefits and working conditions that are equal to those provided to similarly situated employees.

WIOA funds are not to be utilized for holidays, sick leave, vacation, or overtime hours. Employers will be expected to compensate the Trainee for such hours equal to other similarly situated employees and in accordance to state and federal labor laws for any overtime hours worked.

If a participant is completing activities that are beyond the scope of the OJT Training Plan Agreement, it is the responsibility of the employer to pay these wages in full.

Wage Rate Calculations:

1. In cases where the OJT is for a salaried position, an hourly rate of pay should be calculated for reimbursement purposes by taking the gross monthly salary, multiplied by 12 then divided by 2080 hours (e.g.  $\$2,600 \times 12 = \$31,200 / 2080 = \$15$ ). Note: With salaried positions, be sure that paid time off (i.e. vacation, sick, holiday, PTO) is accounted for on the OJT Voucher and not reimbursed.
2. In cases where the trainee may receive two different rates of pay (e.g. regular rate and shift differential for evening/weekend hours), use the higher wage rate for the total duration to calculate the amount. Extra funds will be de-obligated at the end of the OJT.

### **Overtime Hours for OJT**

OJT payments may only be paid for regular wages paid by the employer. Payment may not be based on overtime, premium pay and other non-regular wages. This does not preclude a participant from working overtime; however, the reimbursement to the employer must be based on the regular wage rate.

### **Time Records**

The employer must have a method to track the employee's time in conjunction with the OJT Timecard. The record of employment and time must be kept for seven years.

### **Payments to Employers**

Employers may be reimbursed from 50 to 75 percent of the wage rate of an OJT participant based on the previous Employer Reimbursement Rate section. OJT payments to employers are deemed to be compensation for the extraordinary costs associated with training participants and potentially lower productivity of the participants while in the OJT. Employers are not required to document such extraordinary costs. The wages of incumbent employees during their participation in the OJT is not allowed as an expense under WIOA Title I. Payment will be released upon completion of the training hours and submission of the OJT payment voucher with all required documentation to the Service Provider/Business Solutions staff.

## **Determining Training Duration-Specific Vocational Preparation (SVP)**

Training will be limited to the period of time required for a Trainee to become proficient in the position related to the training plan. OCWDB limits the training duration to not less than four (4) weeks and not more than 26 weeks (1,040 hours). Training duration is negotiated with the employer based on the skills that need to be learned to perform the job at a level comparable to an employee who would be hired without the need for OJT. The Bureau of Labor Statistics Occupational Outlook Handbook Occupational Finder at <https://www.bls.gov/ooh/> is a resource for Service Providers when developing the training plan.

An OJT program is not intended for long-term continued training within the occupation. An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the Specific Vocational Preparation (SVP) level for the occupation, the academic and occupational skill level of the participant, prior work experience, the participant's IEP/ISP, and budget. Actual training hours will be negotiated between the employer, participant, and Service Provider/Business Solutions staff. All determinations must be documented.

Specific Vocational Preparation (SVP) levels are used to provide guidance on the appropriate training length. Occupation specific SVP codes can be found at [www.onetonline.org](http://www.onetonline.org). Specific Vocational Preparation, as defined in the U.S. Department of Labor Dictionary of Occupational Titles, is the amount of lapsed time required by a typical worker to learn techniques, acquire the information, and develop the facility needed for average performance in a specific job-worker situation. OCWDB has determined the number of maximum training hours for each SVP level per the chart below.

<b>SVP Level</b>	<b>OCWDB Maximum Training Hours/Weeks</b>
2	160 Hours or 4 Weeks
3	320 Hours or 8 Weeks
4	480 Hours or 12 Weeks
5	640 Hours or 16 Weeks
6	800 Hours or 20 Weeks
7	960 Hours or 24 Weeks
8	1,040 Hours or 26 Weeks

Specific Vocational Preparation (SVP) may be acquired in a school, work, military, institutional, or vocational environment. It does not include the orientation time required of a fully qualified worker to become accustomed to the special conditions of any new job. Specific vocational training includes vocational education, apprenticeship training, in-plant training, on-the-job training, and essential experience in other jobs.

Specific vocational training includes training given in any of the following circumstances:

1. Vocational education (high school, commercial or shop training, technical school, art school, and that part of college training which is organized around a specific vocational objective);
2. Apprenticeship training (for apprentice jobs only);
3. In-plant training (organized classroom study provided by an employer);
4. On-the-job training (serving as learner or trainee on the job under the instruction of a qualified worker); or

5. Essential experience in other jobs (serving in less responsible jobs, which lead to the higher-grade job, or serving in other jobs which qualify).

### **Participant Case File**

All documentation relative to the selection of a candidate for an OJT opportunity, OJT Contract, Training Plan, Participant Progress Reports, and modifications to the OJT Contract or Training Plan should be included in the participant's hard and electronic case file. Activity code 301 (On-the-Job Training), activity code 348 (On-the-Job Training - TAA), or activity code 428 (Youth On-the-Job Training) shall be entered into CalJOBS. Participant files must be available to federal, state and local monitors for compliance review.

### **Employer Files**

Service Provider/Business Solutions staff are required to keep an individual file for each OJT Employer which includes the Employer Pre-Screening Checklist verifying employer eligibility. Employer files must be available to federal, state and local monitors for compliance review.

### **Monitoring**

Monitoring at the local, state and federal level will include the OJT Service Provider's oversight of the participant training and corresponding employer payroll records.

On-site monitoring visits should be conducted by the Service Provider/Business Solutions staff shortly after the OJT Trainee begins work, with additional visits scheduled at midway through the Training Plan and at the end of the Training Plan. Further, the Service Provider/Business Solutions staff should be conducting weekly and/or monthly check-ins with the employer, depending on length of OJT Training Plan. For example, if the Training Plan is only 4-8 weeks, check-ins should be conducted weekly, however, if they are longer than 8 weeks, they could be conducted monthly. All check-ins and on-site monitoring visits should be documented into CalJOBS.

Effective monitoring also includes desk review of correspondence from the employer, including OJT reimbursement invoices and required documentation to support those invoices.

Service Provider/Business Solutions staff must regularly review each Trainee's progress in meeting program and service strategy objectives, including the Trainee's acquisition of basic/occupational skills and the adequacy of supportive services provided as related to OJT (Attachment IX: OJT Trainee Progress Report). Any deviations from the OJT Contract should be dealt with and documented promptly.

### **Exceptions**

Any exceptions to this policy must be approved by the Orange County Director of Workforce Development and documented in both the Trainee and Employer files. Exceptions may be allowed for:

1. Employers new to the County of Orange;
2. Employers with workers in lay-off status less than 120 days;
3. Training plans exceeding the cost or time limits, or other policy statements not contained in the WIOA or WIOA regulations.

**ACTION**

Bring this policy to the attention of all staff and all relevant parties.

**INQUIRIES**

If you have any questions regarding this policy, please contact your Contract Administrator at 714-480-6500.

**ATTACHMENTS**

Attachment I: Trade Adjustment Assistance Funding Transition

Attachment II: OJT Employer Information

Attachment III: OJT Contract Checklist

Attachment IV: OJT Sample Contract

Attachment V: OJT Training Plan

Attachment VI: OJT Training Plan Modification

Attachment VII: OJT Exception Request

Attachment VIII: OJT Sample Employer Invoice Form

Attachment IX: OJT Progress Report



## ATTACHMENT I

### Trade Adjustment Assistance Funding Transition

Employer Name	Employer Address
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While receiving On-the-Job Training (OJT) funded by the Workforce Innovation and Opportunity Act (WIOA), the following trainee(s) were determined eligible for another program: Trade Adjustment Assistance (TAA). This form serves as notification that the trainee(s) listed below will be transitioned to TAA and that all allowable training costs will be reimbursed by TAA for the remainder of the OJT period. No OJT costs incurred on or after the effective date(s) listed below shall be invoiced to, nor reimbursed by, the WIOA program.

#### Transition Details

The following trainee(s) receiving OJT from the employer organization listed above will be transitioned to TAA-funded OJT services as of the effective date(s) listed below.

Trainee Name	OJT Begin Date	OJT End Date	Effective Date of Transition to TAA

If additional trainees are being transitioned to TAA, attach sheet listing the above data and check here: ☐

#### Trade OJT Invoicing Instructions

Allowable training costs incurred for the above-listed trainee(s) on or after each trainee's Effective Date shall be reimbursed by the Trade program according to Trade Adjustment Assistance invoicing instructions, program policies, and regulations.

#### Disputes

Any disputes that involve situations occurring prior to the effective date of this transition, or that are related to the WIOA program, shall be addressed using the Orange County procedure. These procedures are contained in the OJT Requirements document supplied with the OJT Agreement and signed by the employer. Disputes related to the Trade program or occurring after the effective date of transition to Trade shall be referred to the California State Trade program for resolution. The provisions related to disputes in the OJT Requirements document are hereby amended as described in this paragraph.

Acknowledged and agreed to by signing below:

Trade Staff	Date	Trade Central Office staff	Date
Print Name and Title		Print Name and Title	
Employer		Local Workforce Development Area	
Authorized Signature	Date	Authorized Signature	Date
Print Name and Title		Print Name and Title	



**ATTACHMENT II**  
**On-the-Job Training Employer Information**

Please note that all questions marked with an asterisk are mandatory per regulations.

Date:

*Employer Name		
*FEIN		
*Address		
*Contact Name		
*Under, what other names, if any, do you do business? Please list names and locations below		
*How long has your business served the Orange County area?      years		
*Is the business being sold, closed, relocated, or merging with another company? Yes <input type="checkbox"/> No <input type="checkbox"/>		
*What is your primary product or service?		
*NAICS Code <a href="https://www.census.gov/eos/www/naics/">https://www.census.gov/eos/www/naics/</a>		
*Number of Employees	Full-time:	Part-time:
How many new hires anticipated in the next two (2) years?		
Titles of jobs and descriptions that need to be filled? (attach job descriptions, if possible)		
*Do you use a staffing agency? Yes <input type="checkbox"/> No <input type="checkbox"/> Is so, provide name and describe business relationship:		
*Who will receive the OJT payments? Include name and address.		
*Are jobs expected to last a year or more in the normal course of business? Yes <input type="checkbox"/> No <input type="checkbox"/>		

<p>* Do you have sufficient equipment, materials, and supervisory time and expertise to provide necessary training?    Yes <input type="checkbox"/>    No <input type="checkbox"/></p>	
<p>What licenses or entry certifications do your employees need?</p>  	
<p>* Is the pay of any job based upon commissions, tips, piecework, or incentives?                      Yes <input type="checkbox"/>    No <input type="checkbox"/></p> <p>Is there a base wage that commissions, tips, piecework, or incentives are added to?    Yes <input type="checkbox"/>    No <input type="checkbox"/></p> <p>If yes to either of the above questions, what entry earnings are to be expected?    \$</p>	
<p>*What fringe benefits are provided to regular employees and when are they made available?</p>  	
<p>*Does the payroll system record all paychecks and amounts?    Yes <input type="checkbox"/>    No <input type="checkbox"/></p> <p>Can wage payments be verified quickly onsite?                      Yes <input type="checkbox"/>    No <input type="checkbox"/></p> <p>If no to either, how will wages be verified for OJT payments?</p>	
<p>*Name of Worker's Compensation Carrier</p>  <p>Will OJT trainees be covered?    Yes <input type="checkbox"/>    No <input type="checkbox"/></p>	<p>*Carrier Number</p>  
<p>*Are any of the jobs considered for an OJT to be filled by "independent contractors" or individuals not employed by the company during the entire training period?                      Yes <input type="checkbox"/>    No <input type="checkbox"/></p>	
<p>*Are any of the jobs covered by a collective bargaining agreement?                      Yes <input type="checkbox"/>    No <input type="checkbox"/></p> <p>If yes, obtain and attach a "concurrence letter" from the union.</p>	
<p>What are your turnover patterns and causes?</p>  	
<p>*How many employees, if any, are currently on layoff, and what is their job classifications?</p>  	
<p>*Are there any outstanding wage and hour, health and safety, or discrimination complaints or adverse decisions against your company?    Yes <input type="checkbox"/>    No <input type="checkbox"/></p> <p>If yes, how many years?</p>	
<p>*If applicable, what percentage of previous OJT trainees from the last two (2) years have completed training and have been retained by your company?</p> <p style="padding-left: 40px;">Number of trained employees retained:</p> <p style="padding-left: 40px;">Number of OJT's:</p> <p style="padding-left: 40px;">Retention Rate:                      %</p> <p>If the retention rate is not acceptable, what improvements are planned?</p>	





Trade Delivery Professional	Date
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## **ATTACHMENT III OJT CONTRACT CHECKLIST**

OJT contracts should include:

1. Name, address, and telephone number of the business/employer;
2. Name of the contract administrator for the employer;
3. Number of participants to be trained, specifying for each participant or position;
4. Number of hours of training;
5. Wage rate (including scheduled adjustments);
6. Reimbursement rate;
7. Job description for each training occupation;
8. Training plan for each slot or category indicating the occupational skills and knowledge to be learned in an orderly progression of training sequences;
9. A description of any additional services to be provided beyond training;
10. Total maximum dollar amount of the agreement;
11. Beginning and ending dates of agreement;
12. Personnel responsible for supervision of the training;
13. Terms of agreement for job retention;
14. Record-keeping requirements, including participant time and attendance documentation and payroll records;
15. Invoicing/payment procedures, including frequency of billing and required supporting documentation;
16. Workers compensation, or if not applicable, alternative insurance for injuries to participants;
17. Assurances of no displacement of currently employed workers or infringement on promotional opportunities;
18. Signatures of authorizing official from employer/business and local board or entity, agreements and must be on record as the signatory official; and
19. General provisions and assurances.



## ATTACHMENT IV ON-THE-JOB TRAINING (OJT) CONTRACT

**INSERT OJT PROVIDER NAME HERE**

OJT Contract No:

☐ New ☐ Modification

### Section 1: Contact Information

Complete the contact information for the OJT Provider and the Employer.

OJT PROVIDER:	CONTACT PERSON:	TELEPHONE #:
OJT ADDRESS:	EMAIL:	FAX #:
EMPLOYER NAME:		F.E.I.N. #:
EMPLOYER ADDRESS:	CONTACT PERSON:	EMAIL:
	TELEPHONE #:	FAX #:

### Section 2: Participant Information

Complete the contact information for participant and reimbursement rates.

PARTICIPANT NAME:	SOCIAL SECURITY #:	TELEPHONE #:
BEGINNING DATE:	END DATE:	TOTAL TRAINING HOURS:
JOB TITLE:	O*NET SOC #:	O*NET JOB ZONE:
HOURLY WAGE RATE: \$	REIMBURSEMENT RATE: %	MAXIMUM REIMBURSEMENT: \$
JOB DESCRIPTION:		

Include additional Participant Information Charts if training more than one participant.

### Section 3: OJT Agreement

This On-the-Job Training (OJT) Agreement is between the Employer and the (OJT Provider), herein after called the OJT Provider and (Name of Employer), herein after called Employer. Both

parties agree to the terms and conditions set forth within this contract. The contract term commences on (enter start date here) and terminates on (enter end date here).

#### **Section 4: General Terms and Conditions**

##### **CONTRACT PURPOSE**

The purpose of this contract is to establish the general terms and conditions under which the (OJT Provider) may refer individual WIOA participants ("the participant") to the Employer to enable the Workforce Innovation and Opportunity Act (WIOA) participants to take part in an OJT as that term is defined under the Workforce Innovation and Opportunity Act.

##### **OJT DEFINITION**

In accordance with the WIOA sec. 3 (44), the term "on-the-job training" means training by an employer that is provided to a paid participant while engaged in productive work. This training will:

- a) Provide knowledge or skills essential to the full and adequate performance of the job;
- b) Qualify for reimbursement to the employer of up to 50 percent (Note: in some circumstances, depending on the size of the employer, the reimbursement rate may go up to 75 percent) of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the training; and
- c) Limit the OJT contract period of time for a participant to become proficient in the occupation for which the training is being provided. In determining the length of the training, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, the prior work experience of the participant, and the individual employment plan, as appropriate.

##### **TRAINING**

Employer agrees to employ the participant and develop a training plan for the OJT participant that includes competencies needed to be satisfactorily skilled in the OJT position. The Training Plan must be attached with the contract.

##### **FISCAL**

1. OJT Provider shall reimburse Employer on a (Enter a term such as a monthly or bi-monthly) basis in an amount not to exceed total reimbursement for extraordinary costs of training to be provided by the Employer to the participant.
2. Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract.
3. Employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the OJT Provider, the State and/or the federal government, at any time and without prior notice to the employer.
4. Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity.
5. Employer shall preserve all OJT Employee payroll records, fringe benefits and personnel records.

## **EMPLOYER ASSURANCES**

1. Employer shall provide worker's compensation coverage for the OJT.
2. 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 participant with additional wages, hours or benefits.
3. 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 participant's retention.
4. Employer agrees that wage and labor standards will be adhered to and to pay the OJT participant at the same rates, including increases, and benefits as participants 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 sec. 181(a)(1)(A).
5. 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).
6. 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, 20 CFR 683.270.
7. Employer assures that they have not been debarred or suspended in regard to federal funding, 29 CFR Part 97.35.
8. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing, WIOA sec. 181(b)(7).
9. Employer certifies that no member of the OJT participant's immediate family is engaged in an administrative capacity for the Employer or will directly supervise the OJT participant. 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 participant's spouse, 20 CFR 683.200.
10. Employer assures that the OJT participant(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 as a place for religious worship, 29 CFR 683.255.
11. Employer assures that the OJT participant 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 683.270.
12. Employer assures that if the OJT participant successfully completes the OJT, the employer will retain the participant in the same or similar employment.

**CONTACT PERSON RESPONSIBLE FOR THE OJT TRAINING**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Section 4: Authorized Signatures**

PARTICIPANT SIGNATURE: \_\_\_\_\_

TYPE/PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

OJT PROVIDER SIGNATURE: \_\_\_\_\_

TYPE/PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SERVICE PROVIDER SIGNATURE: \_\_\_\_\_

TYPE/PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYER SIGNATURE: \_\_\_\_\_

TYPE/PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYER: By signing this contract, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the dates and hours are reimbursable hours as outlined in the contract and are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)



**ATTACHMENT V  
ON-THE-JOB TRAINING (OJT) TRAINING PLAN**

**INSERT OJT PROVIDER NAME HERE**

OJT Contract No:

Training Plan No:

**Section 1: Contact and OJT Information**

Complete the contact information for the employer and the participant.

EMPLOYER NAME:	CONTACT PERSON:	TELEPHONE #:
TRAINEE NAME:	EMAIL:	TELEPHONE #:
BEGINNING DATE:	END DATE:	TOTAL TRAINING HOURS:
HOURLY WAGE RATE: \$	REIMBURSEMENT RATE: %	MAXIMUM REIMBURSEMENT: \$

**Section 2: Occupational Information**

Complete the occupational information for the participant's skill level.

JOB TITLE:	O*NET SOC #:	HOURS/WEEK:
JOB DESCRIPTION:		
<b>REQUIRED JOB SKILLS FOR OCCUPATION:</b>		<b>STARTING CAPABILITY: DATE MEASURED</b>
1. JOB SKILL NEEDED		NOT SKILLED: <input type="checkbox"/> SOME SKILL: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
2. JOB SKILL NEEDED		NOT SKILLED: <input type="checkbox"/> SOME SKILL: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
3. JOB SKILL NEEDED		NOT SKILLED: <input type="checkbox"/> SOME SKILL: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
4. JOB SKILL NEEDED		NOT SKILLED: <input type="checkbox"/> SOME SKILL: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
5. JOB SKILL NEEDED		NOT SKILLED: <input type="checkbox"/> SOME SKILL: <input type="checkbox"/> SKILLED: <input type="checkbox"/>



### Section 3: Training Information

Complete the training outline and estimated time for each skill.

SKILLS TO BE LEARNED:	ESTIMATED TRAINING HOURS:	END CAPABILITY DATE MEASURED
1. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	BEGINNING: <input type="checkbox"/> INTERMEDIATE: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
2. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	BEGINNING: <input type="checkbox"/> INTERMEDIATE: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
3. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	BEGINNING: <input type="checkbox"/> INTERMEDIATE: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
4. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	BEGINNING: <input type="checkbox"/> INTERMEDIATE: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
5. SKILL TO BE LEARNED	ESTIMATED TRAINING HOURS	BEGINNING: <input type="checkbox"/> INTERMEDIATE: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
LIST SUPPLIES AND TOOLS NEEDED FOR TRAINING:		

### Section 4: Signatures

All parties agree to provide or obtain training for the skills outlined in this Training Plan.

#### Authorized Signatures

DATE:

PARTICIPANT SIGNATURE:

TYPE/PRINT NAME:

DATE:

EMPLOYER SIGNATURE:

TYPE/PRINT NAME:

TITLE:

DATE:

OJT PROVIDER SIGNATURE:

TYPE/PRINT NAME:

TITLE:

DATE:

SERVICE PROVIDER SIGNATURE:

TYPE/PRINT NAME:

TITLE:

## TRAINING PLAN INFORMATION AND INSTRUCTIONS

Training Plans are used to outline the specific skill requirements for on-the-job training (OJT). They are also used as the assessment tool to document which skills the participant lacks at the start of the training and to measure skill attainment during the course of the training.

### Job Description:

A job description may be obtained from the employer or the OJT provider may assist the employer in writing a job description, thus providing a “value-added” for the employer. For assistance in writing a job description you may use the tasks and activities provided at the CareerOneStop Job Description Writer (<http://www.careerinfonet.org/jobwriter/>). Please modify these descriptions to be specific to employer's needs for the occupation.

### Skill Requirements:

List the skills needed to perform the job to the standards specified by the Employer. Record skills as specifically and briefly as possible. For assistance in writing skill requirements you may use the tasks and activities provided at O\*NET OnLine (<http://online.onetcenter.org>). Please modify these skills to be specific to employer's needs for the occupation (type of tools or software used).

### Participant's Starting Capability:

Used to assess the participant's skill level near the beginning of the training period and to document skill deficiencies which will be addressed by the training. The skills gap can be addressed in the list of “Skills To Be Learned”. The “Starting” and “Ending Capability” scores are based upon an interview with the participant's supervisor or by utilizing another skill assessment method used by the employer.

### Participant's Ending Capability:

Record the date on which the “Ending Capability” assessment is made and the skill level which has been obtained using the following rating scale:

1. Beginning - Can do only simple parts of the task.
2. Intermediate - Can do most parts of the task.
3. Skilled – Meets the employer's standard for the task.

### Training Length:

- a) The OJT Provider, working with the employer, determines the job title for the position to be trained for, referencing O\*NET OnLine (<http://online.onetcenter.org>).
- b) From O\*NET OnLine, Job Zone/SVP parameters are obtained. Use these parameters as a beginning guide to determine the length of training.
- c) The OJT Provider considers the participant's past work experience, knowledge, and skills gap to assist in determining the length of training.
- d) An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. (WIOA sec. 3 (44)(C).

- e) It may be necessary to deviate from the training schedule, depending on the participant's ability to gain and retain knowledge of the various tasks within the occupation. If there is disruption of the planned training period through no fault of the participant or the employer, provide modifications in writing with the Training Plan Modification Template.



## ATTACHMENT VI ON-THE-JOB TRAINING (OJT) TRAINING PLAN MODIFICATION

**INSERT OJT PROVIDER NAME HERE**

OJT Contract No:

Training Plan No:

Modification No:

### Section 1: Contact and OJT Information

Complete the contact information for the employer and the participant.

EMPLOYER NAME:	CONTACT PERSON:	TELEPHONE #:
PARTICIPANT NAME:	EMAIL:	TELEPHONE #:
BEGINNING DATE:	END DATE:	TOTAL TRAINING HOURS:
HOURLY WAGE RATE: \$	REIMBURSEMENT RATE: %	MAXIMUM REIMBURSEMENT: \$
JOB TITLE:	O*NET SOC #:	HOURS/WEEK:

### Section 2: Modification Description

Complete this section with specific details that modify changes to the contract.

This Modification incorporates the following changes:

### Section 3: Signatures

I hereby agree to the changes set forth in this modification. All other training plans remain in full force and effect.

#### Authorized Signatures

PARTICIPANT SIGNATURE:	DATE:
<hr/>	
TYPE/PRINT NAME:	
<hr/>	
EMPLOYER SIGNATURE:	DATE:
<hr/>	
TYPE/PRINT NAME:	
<hr/>	



TITLE:	
OJT PROVIDER SIGNATURE:	DATE:
<hr/>	
TYPE/PRINT NAME:	
TITLE:	



## ATTACHMENT VII

### On-the-Job Training Exception Request

Employer Name			
Employee/Trainee Name			
Position Title			
O*Net Code			
Date Hired		Date Determined Eligible	
Training Period		From                      to	
Maximum Obligation		\$	
Hourly Wage		\$	
Hours/week			
Training Payment		\$	
Retention Payment		\$	
Trainee is a:      New Hire <input type="checkbox"/> Current Employee <input type="checkbox"/>			

<b>Training Plan Exceptions</b>
Reason(s):          
Justification(s):          

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT VIII SAMPLE EMPLOYER INVOICE



### Reimbursable Hours Worked

Complete the calendar with the participant's reimbursable hours worked for the invoice time period. Fill in the date and reimbursable hours worked for each applicable day for the invoice time period. Information recorded here should only include reimbursable hours. Reimbursement for the extraordinary costs of training will be based on a % of the standard wage as outlined in the OJT contract.

Note: As outlined in the OJT contract, holidays, sick time, vacations, overtime, weekend pay, etc. will not be reimbursed. Use this calendar to only record reimbursable hours for the invoice period.

SUNDAY		MONDAY		TUESDAY		WEDNESDAY		THURSDAY		FRIDAY		SATURDAY	
INSERT DATE	INSERT HOURS	INSERT DATE	INSERT HOURS	INSERT DATE	INSERT HOURS	INSERT DATE	INSERT HOURS	INSERT DATE	INSERT HOURS	INSERT DATE	INSERT HOURS	INSERT DATE	INSERT HOURS
TOTAL HOURS TO BE REIMBURSED THIS REPORT PERIOD:													

FOR OFFICIAL USE ONLY								
EMPLOYER REIMBURSEMENT AMOUNT								
HOURLY RATE	X	RATE OF REIMBURSEMENT	=	HOURLY RATE OF REIMBURSEMENT	X	REIMBURSABLE HOURS	=	AMOUNT DUE EMPLOYER
\$	X		=	\$	X		=	\$
CUMULATIVE EMPLOYER PAYMENT								
CUMULATIVE OJT HOURS WORKED		CUMULATIVE REIMBURSEMENT PAID TO EMPLOYER		MAXIMUM AMOUNT		POTENTIAL BALANCE REMAINING		
		\$		\$		\$		

EMPLOYER SIGNATURE AND INFORMATION
DATE:
EMPLOYER SIGNATURE:
TYPE/PRINT NAME:
TITLE:

EMPLOYER: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and hours are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

OJT PROVIDER SIGNATURE AND INFORMATION	FISCAL AGENT SIGNATURE AND INFORMATION
DATE:	DATE:
SIGNATURE:	SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
TITLE:	TITLE:





## ATTACHMENT IX ON-THE-JOB TRAINING (OJT) TRAINEE PROGRESS REPORT

**INSERT OJT PROVIDER NAME HERE**

OJT Contract No:

Training Plan No:

Report for the Period Ending:

This template requires employers to regularly evaluate the participant in order to be reimbursed for the extraordinary costs of training the OJT employee. The template is completed by the employer. In addition to serving as a record of reimbursable hours worked and as the monthly invoice, the form also establishes a report of the participant's progress based on the expectations and timelines set out in the training plan in order to gather appropriate evaluation data and document the progress of the participant.

### Section 1: Employer Contact Information

Complete the contact information for the employer.

EMPLOYER NAME:	CONTACT PERSON:	TELEPHONE #:
EMPLOYER ADDRESS:	EMAIL:	ALTERNATE TELEPHONE #:

### Section 2: Participant Information

Complete the information for the participant including appropriate occupational information.

PARTICIPANT NAME:	EMAIL:	TELEPHONE #:
JOB TITLE:	O*NET SOC #:	HOURS/WEEK:
OJT BEGINNING DATE:	OJT END DATE:	TOTAL TRAINING HOURS:
HOURLY WAGE RATE: \$	REIMBURSEMENT RATE: %	MAXIMUM REIMBURSEMENT: \$

Complete if raises are awarded during training.

REVISED HOURLY WAGE RATE: \$	TRAINING HOURS, REVISED RATE:	REVISED MAXIMUM REIMBURSEMENT: \$
---------------------------------	----------------------------------	--------------------------------------

### Section 3: OJT Participant Progress Report

Complete the evaluation of the participant for each invoice period. Be as accurate as possible for how the participant is progressing through his/her OJT training plan. Check the appropriate rating box for each item.

COMPETENCY	RATING				
1. ABILITY TO LEARN	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
2. ATTITUDE	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
3. CONDUCT	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
4. MOTIVATION/INITIATIVE	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
5. QUALITY AND ACCURACY OF WORK	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
6. QUANTITY OF WORK	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
7. SAFETY PRACTICES	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
8. APPEARANCE/HYGIENE	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT
9. OVERALL RATING	<input type="checkbox"/> POOR	<input type="checkbox"/> MARGINAL	<input type="checkbox"/> GOOD	<input type="checkbox"/> VERY GOOD	<input type="checkbox"/> EXCELLENT

COMMENT SECTION
List or explain other concerns the insert OJT Provider name here should be aware of so that the participant can successfully complete the training and retain employment
<ul style="list-style-type: none"> <li></li> <li></li> </ul>
Are there additional supportive services the workforce system can help with? (Please list)
<ul style="list-style-type: none"> <li></li> <li></li> </ul>

## Section 4: Participant Skills Evaluation

Complete and evaluate what was learned **during this report period**. The “skills to be learned” can be taken directly from the training plan, if the OJT Toolkit training plan template was used to create the training plan. It is recommended that these skills be measurable and documented in accordance with the five types of Measurable Skill Gains as defined in 20 CFR sec. 677.155(a)(1)(v) and TEGL 10-16, Change 1<sup>1</sup>.

<sup>1</sup> The five measurable skill gains types are:

1. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level;
2. Documented attainment of a secondary school diploma or its recognized equivalent;
3. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards;
4. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; or
5. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks, such as knowledge-based exams.

SKILLS LEARNED:	DOCUMENTED MEASURABLE SKILL GAIN, Y/N	TYPE OF SKILL GAIN, 1, 2, 3, 4, 5	# OF TRAINING HOURS COMPLETED DURING THIS PERIOD	CURRENT CAPABILITY
1.				BEGINNING: <input type="checkbox"/> INTERMEDIATE: <input type="checkbox"/> SKILLED: <input type="checkbox"/> <b>DATE MEASURED:</b>
2.				BEGINNING: <input type="checkbox"/> INTERMEDIATE: <input type="checkbox"/> SKILLED: <input type="checkbox"/> <b>DATE MEASURED:</b>
3.				BEGINNING: <input type="checkbox"/> INTERMEDIATE: <input type="checkbox"/> SKILLED: <input type="checkbox"/> <b>DATE MEASURED:</b>
4.				BEGINNING: <input type="checkbox"/> INTERMEDIATE: <input type="checkbox"/> SKILLED: <input type="checkbox"/> <b>DATE MEASURED:</b>
5.				BEGINNING: <input type="checkbox"/> INTERMEDIATE: <input type="checkbox"/> SKILLED: <input type="checkbox"/> <b>DATE MEASURED:</b>

## Section 5: Signatures

All parties agree that information provided is accurate.

### Authorized Signatures

PARTICIPANT SIGNATURE AND INFORMATION	EMPLOYER SIGNATURE AND INFORMATION
DATE:	DATE:
PARTICIPANT SIGNATURE:	EMPLOYER SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
	TITLE:

OJT PROVIDER SIGNATURE AND INFORMATION	SERVICE PROVIDER SIGNATURE AND INFORMATION
DATE:	DATE:
PARTICIPANT SIGNATURE:	EMPLOYER SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
TITLE:	TITLE: