



On-the-Job Training (OJT)

Guidance Manual

**A Supplement to WFC WIOA Policy #1006
WIOA OJT Policy and Procedures**

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I. INTRODUCTION

WorkForce Central (WFC) administers a comprehensive employment and training program that utilizes various employment and training activities authorized under the Workforce Innovation and Opportunity Act (WIOA) to systematically develop the employability of eligible youth, dislocated workers and adults and, when appropriate, to place them into jobs. On-the-Job Training (OJT), when properly implemented, serves this purpose very effectively because a Trainee is hired into a job, or their current job is upgraded, while being trained in the new job's requisite skills.

While the WIOA law contains a number of provisions that broadly define OJT and prohibit various practices, many of the parameters of this activity have been left to local definition. This manual consolidates the policies and procedures that are to be used by WFC staff and service providers and provides guidance in the development, negotiation, implementation, and monitoring of OJT Contract packages.

II. THE FUNDAMENTALS OF OJTS

A. On-the-Job Training (OJT)

OJT is a strategic employment service that supports the business community in their hiring process by adding staff capacity, productivity and training at reduced costs to the Employer and is an excellent vehicle for eligible Job Seekers to build their skills and re-establish their employment status. OJT benefits Employers by reducing the cost of training new employees, the Employer designs the on-site training, training is aligned with the skills required for the job and is a long term investment in the company. OJT benefits the Job Seeker by providing an opportunity to "earn as they learn" in a hands-on environment, acquire job and career advancement skills, and provides an opportunity for long-term employment.

The basic purpose of an OJT is to encourage public, private non-profit or private Employers to hire an individual, or upgrade an eligible employed worker, who would not otherwise qualify for the job and to teach the skills requisite to perform at the job. The OJT Service Provider provides the Employer with a partial wage reimbursement for an agreed-upon training time period in exchange for the provision of training by the Employer and a commitment to retain the individual when the training is successfully completed.

OJT is a hire-first program. The Trainee is a full-time, regular **employee** of the company that has agreed to provide the training. WFC defines full-time, regular employee to equal no less than 35 hours per week.

OJT training payments to Employers are deemed to be compensation to the Employer for the extraordinary costs associated with training participants and the costs associated with the lower productivity of the participants during the training period. Employers are not required to document such extraordinary costs [proposed rule at 20 CFR 680.720(c)]. Per WFC policy, Employers may be reimbursed up to 50 percent, 65 percent or 75 percent of the wage rate of an OJT participant for the costs of providing the training and additional supervision related to the OJT. Subject to funding availability and the OJT Trainee's needs, WorkForce Central limits the cost of OJTs to \$5,000 for jobs paying entry level wages and \$6,000 for higher wage jobs and the training duration to not less than four weeks and not more than 26 weeks. Training duration must be in line with Specific Vocational Preparation (SVP) estimates (Refer to section [VI. C. Determining Training Duration-Specific Vocational Preparation](#)).

Subsidized employment programs such as Work Experiences, paid internships or other limited duration placements for qualified participants are different from OJT primarily because they do not require the participant to be an employee of the company participating in the activity. Nor do the activities require the Employer to continue to employ the participant at the conclusion of the subsidized training activity.

Because all new employees undergo some form of training, it is essential to differentiate the initial "training and orientation" routinely provided by the Employer to qualified new hires from the additional training that is to be provided for the OJT Trainee. The Employer should only be compensated for training that is in addition to what is normally provided to a qualified new employee.

During the course of the OJT, the Trainee must be treated as a regular employee and should receive wages and benefits at the same level as similarly employed workers [proposed rule at 20 CFR 683.275(a)]

Not all jobs are appropriate for OJT. The emphasis on training automatically eliminates all jobs that require no more than a brief initial orientation period. Similarly, because reimbursements are intended to compensate the Employer for decreased productivity, jobs that pay by commission or piecework are generally considered inappropriate. Additionally, seasonal, temporary and part-time jobs should likewise be avoided because the desired outcome of OJT is long-term retention into full-time employment that leads to self-sufficiency.

The assessment process is used to substantiate that each Trainee has a need for the training that is to be provided and has the capability to benefit from this training. The decision to assign a participant to OJT should be based on consideration of the individual's employability skills, skill deficiencies, and interests.

Although the primary focus of OJT is training in job-specific skills, it is sometimes necessary to build in activities that simultaneously address needed basic and/or work readiness skill deficiencies as part of the overall Training Plan.

Trainees who already possess a substantial portion of the skills required to perform the job also should not be placed into OJT positions. The responsibilities that accompany the use of public funds demand that expenditures for training activities be confined to situations where there is a documented need for training; mere subsidies for business or financial incentives to hire are avoided. Thus, the selection of Trainees for OJT should be carefully governed by a well-thought out process. The skills already possessed by the participant must be considered along with the skills required to do the job.

B. Demand for Occupation in Labor Market

OJT positions must be in demand in the local labor market as defined by WIOA Section 3(23) and determined by the Employment Security Department labor market information. OJTs that occur in small businesses where the OJT training covers a relatively broad range of functions that draw from several occupations are generally considered as a unique occupation for labor market demand purposes. With these unique occupations, the fact that an opening exists for the occupation at the business presupposes the existence of a demand for the occupation.

To access the Pierce County Demand Decline list:

<https://fortress.wa.gov/esd/wilma/wdclists/WDArea.aspx?area=000006>

C. Exceptions to Demand Occupations

If a potential OJT position is not on the local demand list or is "Balanced", the OJT Service Provider may approve training if the worker may be well served through OJT despite lack of an official listing as a demand occupation. The OJT Service Provider must document the factors leading to the decision to place the participant with the Employer.

OJT Service Providers will counsel participants about the importance of training in a field in which they have good potential for achieving full and adequate employment and self-sufficiency. OJT Service Providers will help participants who choose an OJT that is not a "stop gap" employment solution. OJT should be developed

from the objectives for occupational skills outlined in the Individual Employability Plan (IEP) and, whenever possible, aim at starting a career ladder leading to potentially higher skills and higher wages. WIOA training options, including OJT, envision upward mobility, and development of new careers.

III. SELECTION OF TRAINEES

A. Eligible Trainees

Trainees who are eligible for OJT must meet program eligibility requirements for each funding source, i.e. WIOA Adult, Dislocated Worker, Youth, state set-aside, National Emergency Grants (NEG), or Trade Act eligible.

Participants enrolled in WIOA Dislocated Worker, WIOA Adult, or WIOA Youth programs must meet eligibility requirements and have received an assessment (see section [IV. Trainee Assessment](#)) resulting in the development of an Individual Employment Plan (IEP for WIOA Adult and Dislocated Worker participants) or Individual Service Strategy (ISS for older WIOA Youth participants) that documents the participant's appropriateness for OJT.

Regardless of the funding source, 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 IEP/ISS.

In most cases, OJT is not an appropriate work experience activity for youth participants under age 18. Local program operators may choose, however, to use this service strategy for eligible youth when it is appropriate based on the needs identified by the Objective Assessment of an individual youth participant

B. Employer Referrals

An Employer may sometimes refer an applicant for a vacant position in order to determine whether the applicant is eligible for WIOA and appropriate for training through an OJT Training Plan. This practice is allowed under WIOA. OJT Service Providers should assess the circumstances to determine whether an OJT is appropriate in the same way they would assess an individual participant.

IV. TRAINEE ASSESSMENT

A. Documenting Need - Individual Service Plan (IEP)/Individual Service Strategy (ISS)

The decision to place a participant into an OJT must be based upon a documented assessment of the participant's skills, knowledge, attitudes, and behaviors. An individual may be placed into an OJT only when assessment, testing, and/or individual counseling indicate a need for and ability to benefit from the training specified in the OJT agreement.

Identification of an OJT as an appropriate service must be clearly documented on the participant's Individual Employment Plan/Individual Service Strategy. The IEP/ISS must also identify potential supportive services the participant may need to successfully participate in the OJT. Contract managers must regularly review each participant's progress in meeting program and service strategy objectives, including the participant's acquisition of basic/occupational skills and the adequacy of supportive services provided as related to OJT.

B. Participants with Previous Experience in the Occupation

An individual who possesses knowledge or skills essential to the full and adequate performance of the specific occupation for which the OJT is proposed may not be placed into an OJT in that occupation. While strict compliance with this principle is inherent in the concept of OJT, in reality many jobs are unique and do not

present an exact match of the skills required for jobs with other Employers, even where the job title is identical. Thus, even where an individual has some relevant experience or training, the need for OJT may still be substantiated through the assessment process. In addition, a lack of contemporary application of skills or a change in technology may necessitate additional training.

C. Previous Employer of Applicant

As with Employer referrals, where a candidate for training is a previous employee of the business wishing to provide OJT, the OJT Service Provider must carefully examine whether the proposed training involves skills and duties that are substantially the same as the previous job. This lack of new or upgraded skills is a valid reason to prohibit an OJT.

If, however, there is adequate reason to enter into the agreement, e.g., a new job or upgraded job at a higher rate of pay, then OJT can be justified for a proportionately reduced duration. Additionally, regular contract management oversight must substantiate that training is occurring and that the Trainee is not spending excessive time performing the duties of the previously held job.

D. Currently Employed Workers; Upgrades

A currently employed worker may be placed into an OJT with the same Employer only when the following criteria are met [proposed rule at [20 CFR 680.710](#)].

- The employed worker meets WIOA eligibility, *and*
- The employee is not earning a self-sufficient wage (WFC defines self-sufficiency for Adults as having family income equal to or exceeding 100% of the Lower Living Standard and for Dislocated Workers as having family income equal to or exceeding 125% of the Lower Living Standard.)
- The OJT relates to the introduction of new technologies, introduction to new production or service procedures; *or*
- The OJT supports the acquisition of new skills necessary for upgrading to a new job that require the additional skills, *or*
- The OJT provides training in the required workplace literacy, *and*
- The Employer meets OJT Employer requirements.

Where the Employer proposes to upgrade the employee by training for a job that requires substantially different or higher-level skills, the current employee must also, as a result of successfully completing the OJT:

- Expect a wage gain of \$0.50 or more by the end of the training period; *or*
- Expect an upgrade to a new position.
- The Employer must agree to “backfill” with a new hire for the employee’s previous position through the WIOA Service Provider or WorkSource partnership when training is complete.

An exception may be granted by the OJT Service Provider. Examples of exceptions might include (but are not limited to) a worker who has a disability and requires retraining, medical benefits and regular employment status are gained as a result of the training, or a layoff can be averted through retraining. Justification for the exception must be clearly documented in the Employer’s OJT file.

E. Assessment Resources

The following resources are valuable tools for conducting assessments:

- JobFit@ www.jobfit.com/worksource
- Competency Model Clearinghouse @ www.careeronestop.org/CompetencyModel/
- O*NET OnLine @ www.onetonline.org/

- Certification Finder @ www.careerinfonet.org/certifications_new/default.aspx

V. QUALIFYING THE BUSINESS

Employers who qualify for OJT must not have a pattern of failing to provide OJT participants with continued long-term employment with 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 [proposed rule 20 CFR 680.700(b)].

A. The Initial Discussion

The Contracting process begins with a systematic exchange of information between the prospective Employer and the OJT Service Provider. The OJT Service Provider must make an on-site visit to the interested Employer to:

- Explain the program;
- Learn about the business;
- Identify and describe the job(s) to be filled;
- Observe the work setting and environment; and
- Review the administrative systems and the business' capacity to insure fiscal integrity.

B. Appropriate Businesses

If the initial discussion indicates that the business may be appropriate for an OJT, it is necessary to gather and record detailed information that insures that the business can comply with the required administrative standards, in effect to "qualify" the business for OJT services.

The process entails an interview with the owner or manager, inspection of documents or forms, and observation of the premises and work setting. Additionally, the requirements of the OJT Agreement, WIOA, its implementing regulations, [WorkForce Central Policies](#), and the [Training Plan](#) requirements should be discussed with the Employer.

The information that is gathered is summarized and recorded on the WIOA OJT Employer Pre-Screening Checklist and maintained in the [Employer's OJT file](#). The purpose of this process is to determine that the business is legitimate, financially solvent and meets all Employer Eligibility requirements as established by WIOA, its implementing regulations and WFC WIOA OJT Policy #1006.

The WIOA OJT Employer Pre-Screening Checklist must be placed in the [Employer's file](#).

C. Participating Employer's Trainee Retention Record (Pattern of Failure)

The decision to enter into an OJT should also take into consideration the track record of Employers who have previously undertaken OJTs. The OJT Service Provider must not enter into an Agreement with an Employer who has previously exhibited a "pattern of failing" to provide OJT participants with continued long-term employment with 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 [proposed rule at [20 CFR 680.700\(b\)](#)].

In evaluating Employer performance for OJT re-contracting purposes, the following criteria should be considered when possible:

- Number of positions previously funded;

- Number of positions filled;
- Appropriate retention rate;
- Participant turnover rate;
- Identification of poor or incomplete training;
- Decrease in wages after training;
- Participant dismissal after training;
- Layoffs; and
- Participant grievances.

Only businesses with a history of successful training and retention of OJT employees should be used as repeat OJT sites. Employers that use OJT to subsidize short-term "revolving door" positions should be decertified as OJT sites.

D. Disproportionate Share of the Work Force

To effectively implement an OJT agreement, it is necessary that the Employer have adequate supervisory staff or other skilled workers who are available to instruct the Trainee. The number of Trainees participating at any business should therefore not represent a disproportionate share of the Employer's work force. Although a reasonable ratio may vary with circumstances such as the size and nature of the business, as a general guideline, the number of Trainees placed into OJT positions should not exceed:

- One (1) Trainee for businesses with five (5) or fewer employees; and
- 50% of the work force for businesses with six (6) or more employees.

This guideline may be exceeded if sufficient benefit to the Trainee can be documented.

E. Work Opportunity Tax Credit (WOTC)

Participants who meet [WOTC](#) eligibility requirements may from time-to-time be hired into positions using an OJT. The WOTC may not be used at the same time as the Employer is receiving reimbursement of wages for the OJT, but may be applied once the OJT Contract has been completed.

When OJT participants also qualify under the WOTC, all WOTC paperwork (including [Form 8850](#)) must be completed *before* the Trainee's hire date into the company – this is very important in order for the Employer to access the tax credit. The Employer should let their tax accountant know that the OJT is in place and assure that the tax credit is not applied against wages earned during the OJT Contract period.

For more information on WOTC, visit US Department of Labor's website at:

<http://www.doleta.gov/business/incentives/opptax/>

F. Conflict of Interest

No grantee, contractor, sub-grantee, or sub-contractor will engage in any conflict of interest, real, implied or apparent, in the selection, award or administration of a WIOA funded contract or grant. OJT Contracting must be conducted by training professionals and Employers in a manner that is objective and independent of personal interests. A business or organization represented on the Pierce County Workforce Development Council (WDC) may employ OJT workers if the same standards for selecting OJT Employers who are not members of the WDC are applied, and the WDC member does not participate in the process to select OJT Employers.

VI. THE OJT CONTRACT PACKAGE

The Contract must be executed the day of, or prior to, the Trainee commencing the OJT.

OJT Contract packages are comprised of two central documents: the Agreement and the individual participant Training Plans.

The [OJT Agreement \(Contract\)](#) is an umbrella contractual arrangement between the OJT Service Provider and the Employer in which the Employer agrees to abide by the rules governing OJTs for all positions that have been discussed and identified as appropriate for OJT as the training vehicle and for which openings are anticipated during the life of the Agreement.

The [OJT Training Plan](#) defines the training parameters and outlines the skills that will be developed through the training.

WIOA Service Providers should be familiar with all of the Terms and Conditions. Each clause of the Terms and Conditions should be carefully explained to the potential OJT Employer prior to the execution of the contract. The OJT contract and forms are in the OJT Forms section of this manual.

A. Starting Wage

OJT Training Plans will have a minimum starting wage rate that is reflective of the prevailing wage for the occupation in which the OJT is planned. In addition, for new hires the job must be anticipated to last at least one year following the end of the OJT and provide for at least 35 hours of work per week.

Written exceptions may be issued based on special circumstances, e.g.:

- Special client needs such as disability, criminal history, or limited English.
- The Employer provides a good benefit package; for example, adequate Employer-paid health and dental insurance, paid sick leave, retirement benefits, etc.

Exceptions must be documented on the OJT Exception Request Form (sample is in the [OJT Forms](#) section of this manual), and must be approved by the WFC CEO or an authorized representative of the WIOA OJT Service Provider with documentation of the exception entered into both the Trainee and Employer files.

B. Limitations on Training Costs

OJT Training cost limitations are in accordance with [WorkForce Central OJT Policy](#) #1006; the maximum allowed per OJT plan is \$5,000 for OJT paying an entry level wage and \$6,000 for jobs paying more than entry level wages. WIOA participants who have utilized the maximum allowed under the WFC ITA Policy may also qualify for an OJT with cost limits based on starting wages.

Written exceptions may be issued based on special circumstances such as the need for additional training for special needs populations such as disabled persons and limited English communicators. Exceptions must be documented on the OJT Exception Request Form (sample is in the [OJT Forms](#) section of this manual), must be approved by the WFC CEO or an authorized representative of the WIOA OJT Service Provider with documentation of the exception entered into both the Trainee and Employer files.

C. Determining Training Duration-Specific Vocational Preparation (SVP)

Subject to funding availability and the OJT Trainee's needs, WFC limits the training duration to not less than four (4) weeks and not more than 26 weeks. An OJT Training Plan 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 Training Plan, consideration is 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.

Training duration is negotiated with the Employer on the basis of 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. An upper limit for training duration is established using the Specific Vocational Preparation (SVP) estimates for occupations in the U.S. Department of Labor Dictionary of Occupational Titles at http://www.occupationalinfo.org/appendxc_1.html#II.

Specific Vocational Preparation (SVP) is defined as the amount of lapsed time required by a typical worker to learn the techniques, acquire the information, and develop the skills needed for average performance in a specific employment situation.

For the purpose of OJT, this training does not include the orientation time required of a fully qualified worker to become accustomed to the special conditions of any new job.

Using the O*Net Online website (<http://online.onetcenter.org>), a Summary Report should be pulled for the occupation being considered for the Trainee. In addition to tasks, knowledge, skills and abilities, the SVP code for job training is provided. Match the code with the definition above to determine maximum training length. To view occupations in a specific SVP code, visit <http://www.onetonline.org/find/>.

Again, the SVP codes represent upper limits of OJT training duration for an "average" Trainee. Sometimes these limits can be exceeded where adequate documentation supports the need for longer training. Reasons to exceed these "average" durations frequently include:

- Basic educational skill deficiencies that affect the rate of training (including English-as-a-second Language (ESL), reading, writing, and oral communications, mathematics);
- Identified problems with required work attitudes and behavior that will be addressed as part of the OJT;
- Complexity of the job exceeds the DOT/O*NET description; and
- Other relevant factors concerning targeted populations (example: persons with disabilities).

Shorter training periods are often established on the basis of the agency's successful experience using shorter time periods, an Employer's estimate of necessary time, job descriptions that vary from the DOT or O*NET description, or a participant's prior experience that makes some of the training unnecessary. Occasionally, adjustments for a Trainee's prior experience may be negotiated by varying the reimbursement rate instead of the training duration.

Because the length of training is determined through a process of negotiation, it is good procurement practice to provide written justification for the agreed-upon duration. Written documentation serves to satisfy procurement regulations and also records the rationale employed in the negotiation. Written justification for the agreed-upon training duration should be notated on the [Training Plan](#).

D. The Training Plan

A well written [Training Plan](#) must be collaboratively developed by the Employer, the Trainee and the OJT Service Provider. The Training Plan is unique and customized for each OJT Trainee and provides structure and context to insure thorough and comprehensive training. The Training Plan is useful for determining whether the services Contracted for are being delivered.

It helps to think the plan through in several steps:

- Job description. A comprehensive job description is a critical starting place in developing Training Plans. Written job descriptions for the positions that may be covered under an OJT Agreement should be collected at the time the OJT [Employer Pre-Screening Checklist](#) is completed and kept in the [Employer OJT file](#). Tasks and requisite skill requirements that employees must be able to perform should come from the related job description.
- Identify component skills. When developing the Training Plan, list the skills needed to perform the job to the standards specified by the Employer. Skills should be stated as specifically and briefly as possible, identifying the skill to be learned.

The development of a Training Plan requires that a job analysis be performed. This is best accomplished with as much input as possible from the prospective OJT Employer. Do not, however, rely exclusively upon or require the Employer to do this task independently.

E. Supplemental Training and Supportive Services

In addition to work-based instruction in job-specific skills, it may be necessary to supplement the basic OJT design with additional activities and services. This can include:

- Counseling that focuses on work-related attitude and behaviors that are needed to keep the job;
- Participation in off-site workshops conducted by the OJT Service Provider staff or professionals that address work readiness skills;
- Participation in basic skills and General Equivalency Degree (GED) preparation;
- Provision of case management supportive services to assist the Trainee with successful attainment of OJT training. Supportive Services provided to OJT participants must be in accordance with Workforce Central's [Supportive Services Policy](#).

Supportive services may include the purchase of required work related tools, equipment and uniforms. The following conditions will apply for the purchase of tools and equipment:

- Tools, equipment and uniforms must be necessary to complete the training objectives;
- The tools and equipment remain the property of the OJT Service Provider while the worker is in training;
- Upon successful completion of the OJT training and upon retaining the OJT job or other similar employment, the tools and equipment become the participant's property to assist them at their job;
- In the event the OJT is not completed according to Contract but the worker obtains training-related employment prior to completion of the OJT, the tools and equipment may become the property of the participant to assist them at their new job;
- Tools and equipment will not become the property of the participant unless training-related employment is secured.
- An OJT Contract that requires the participant to obtain their own tools, equipment and/or uniform must include the [Tool and Equipment Agreement](#) signed by the Trainee, Employer and OJT Service Provider.

Some Employers may not be able to provide all the needed job-specific skills training or may wish to augment the on-site skills instruction. Supplemental training in job-specific skills can be arranged through:

- A class at a community college, technical college or other school outside of work hours or during work hours if the Employer is willing to pay wages during class time;

- A short, intensive seminar or training session to teach a specific technical skill;
- A formal in-house program offered by the company to its employees. (Note: If such an in-house program is ordinarily offered to new employees in similar positions it should not be part of reimbursed OJT time. However, efforts could be made to work such training into the Training Plan when it would not normally be available to the Trainee during the training period).

Basic work readiness skills or any supplementary classroom Occupational Skills Training may be incorporated into the Training Plan using the Supplemental Training Plan form (an example Supplemental Training Plan is in the OJT Forms section of the manual).

Prior to initiating any of the above-listed supplemental training activities, the OJT Service Provider must determine:

- The costs and other potential available funding sources;
- Related supportive service needs such as transportation, lodging, necessary books and tools;
- Agreement with the Employer regarding cost sharing; and
- Admissions and academic requirement such as basic skill levels needed for classroom success.

F. Collective Bargaining

Whenever OJT is proposed for a job that is covered under a collective bargaining agreement, it is necessary to get written concurrence on the OJT Agreement from the appropriate union representative [proposed rule at [20 CFR 683.270](#)].

There is no standard approach to obtaining union concurrence. Depending upon the relationships that exist, the Employer may wish to take the lead in contacting the union and securing the written concurrence. From time to time it may be incumbent upon the OJT Service Provider to make the necessary contact. If that occurs, contact the appropriate official, explain the purpose of the program, review the specifics of the proposed training including the wage rate, and obtain written concurrence.

G. Contract Modifications and Exceptions

Modifications

Contracts and Training Plans may be modified to best suit the respective and mutual needs of the Employer, the OJT Service Provider, and the Trainee. All modifications must be in writing, using the On-the-Job Training Plan Modification form and/or the [OJT Contract Modification form](#) (samples of which are located in the [OJT Forms](#) section of this manual). The modification forms must be signed and dated by all parties prior to the effective date of the modification. Verbal modifications of OJT Contracts and Training Plans are not valid.

Exceptions

Exceptions to policy may be granted to best suit the respective and mutual needs of the Employer, the OJT Service Provider, and the Trainee. Exceptions must be articulated on the On-the-Job Training Exception Request form (sample of which is located in the [OJT Forms](#) section of this manual).

Examples of exceptions may include:

- Reducing or exceeding the minimum or maximum training hours to be less than 4 weeks or more than 26 weeks;
- Writing an OJT for less than full-time;
- Writing an OJT with a starting wage less than prevailing wage; or
- In the case of an incumbent employee, the employee may not receive a wage increase at the end of training.

H. Termination

An OJT Training Plan may be terminated because:

- It has been successfully completed and the Trainee is retained as an Employee;
- It expires at the ending date or the completion of the specified training duration although the Trainee is not retained. (Note that when a Trainee's failure to achieve the Employer's expectations suddenly emerges at the conclusion of the Training Plan, it is a significant factor in the analysis and potential decision not to re-contract with the Employer. Usually unsuccessful performance will be identified earlier in the training period, corrective action identified and taken, and/or the Training Plan should be cut short if efforts to intervene are to no avail); or
- The Trainee quits or is fired. Efforts should be made to contact both the Trainee and the Employer to determine the reason(s). The Employer should not fire a Trainee without first contacting the OJT Service Provider for assistance in correcting the problem unless the Trainee has exhibited particularly egregious behavior. (Note this may impact OJT payment; refer to [Section IX. Reimbursement Process.](#))

An OJT Training Plan may also be terminated if:

- The Trainee is determined to be ineligible for WIOA upon verification of information presented at intake or otherwise;
- The OJT Service Provider experiences a reduction in grant funds prior to the ending date of the Training Plan;
- The hours worked by the Trainee consistently falls below 35 hours per week;
- The Employer fails to provide the training that was specified in the Training Plan;
- Reimbursement invoices are not turned in according to the payroll schedule on a consistent basis; or
- The Employer violates a material term of the Agreement such as displacement of a non-WIOA employee, violation of regulations governing employment of a minor, significant safety violations, fraudulent documentation has been submitted or failure to pay the Trainee at the agreed-upon wage rate.

An OJT that is terminated as a result of Employer fraud will result in a referral to Federal authorities for investigation.

I. Nepotism

No person participating in the OJT program will be “hired by” and/or “supervised” by a relative of that person [[20 CFR 683.200\(g\)](#)]. For the purpose of this rule, relative is defined to include: mother, father, son, daughter, grandfather, grandmother, grandson, granddaughter, sister, brother, uncle, aunt, niece, nephew, cousin, step-parent, step-child, foster parent, foster-child, mother-in-law, father-in-law, sister-in-law and brother-in-law. An individual who “hires and/or supervises” refers to an individual who exercises authority to hire for the position, provides day-to-day training or direction, or keeps time and attendance records. In addition, owners are included as supervisors/hiring managers since they have general authority to supervise, hire and dismiss. Individual owners of organizations, cooperatives and corporations with more than 20 owners will not be considered an owner in regard to this rule.

J. Employer Records

The Employer will maintain all financial, attendance, and miscellaneous records relating to the Contract, and will preserve the same for a period of not less than three (3) years from the date of the final Contract payment ([29 CFR 97.42](#) and [29 CFR 95.53](#)).

The following is a list of records to be maintained by the Employer for each Trainee:

- [OJT Contract](#);
- [Contract Modifications](#), if applicable;
- [OJT Reimbursement Invoice](#);
- [Training Plan](#); and
- [Payroll Signature Authorization](#).

Such records may be required to be retained beyond said period if an audit by DOL, State of Washington or WorkForce Central has begun but is not completed, or if the audit findings have not been resolved at the end of the required retention period. In such cases, the records will be retained until resolution of the audit findings.

VII. PARTICIPANT FILES

A. Participant Files

All documentation relative to the development of the participant's OJT Training Plan should be included in the participant's electronic and/or hard file, including:

- Assessment results and training justification including documentation that the job is a growth occupation;
- Individual Service Strategy or Individual Employment Plan;
- Case notes per [WFC Case Note Policy](#);
- Job description and related DOL/[O*NET](#) reports to support training duration and skills to be learned;
- [Training Plan](#), plus any Supplemental Training Plans and/or Training Plan Modifications;
- [OJT Contract](#) and [Contract modifications](#), if applicable;
- OJT Exception Request, if applicable;
- OJT evaluations/Trainee progress reports; Employer monitoring reviews; and
- Copy of [OJT Reimbursement Invoice](#) and applicable supporting documentation.

VIII. EMPLOYER FILES

All OJT Service Providers are required to keep an individual file on each OJT Employer that enters into an OJT Agreement. Employer files must be available to federal, state and local monitors for compliance review.

The file should include:

- [OJT Agreement \(Contract\)](#);
- [OJT Pre-Screening Employer Checklist](#), and documentation related to any issues that required resolution prior to approving the Employer;
- Job descriptions for covered positions;
- [OJT Training Plans](#) and any related Supplemental Training Plans or Training Plan Modifications;
- Copy of [OJT Reimbursement Invoice](#) and supporting documentation;
- Site visit documentation; and
- Any corrective action documents and follow-up documentation.

IX. REIMBURSEMENT PROCESS

To receive OJT reimbursement payments, Employers must provide the OJT Service Provider with a completed W-9 form. The OJT Service Provider must ensure their Fiscal Department receives a copy of the W-9 to facilitate payment

Employers may be reimbursed based on employer size at a rate of 50%, 65% or 75% of the wage rate of an OJT participant for the extraordinary costs of providing the training and additional supervision related to the OJT (Refer to WFC OJT Policy #1006). OJT Employer reimbursements may occur at mutually agreeable timeframes between the OJT Service Provider and the Employer.

A. Time and Attendance

The Employer is required to maintain daily attendance records for each Trainee employed under an OJT Agreement. These records may be kept in any of several ways including sign-in/out sheets, time clocks, or other time cards that record hours worked. The actual form is less important than the existence of accurate and verifiable records that must be maintained and made available to the OJT Service Provider upon reasonable request. The Employer must submit documentation that supports the number of hours worked each day by the Trainee and the rate of pay for the time period for reimbursement purposes.

B. Invoicing

Invoices must clearly document the number of hours worked each day by the Trainee and the rate of pay for the time period. Invoices must be signed by both the Trainee and the Employer or only by the Employer if accompanying documentation (timesheets/time cards) is signed by the Trainee and reconciled to the invoice. Payments to Employers must be based on scheduled raises and regular pay increases, if they occur.

The Employer should include a copy of the completed Training Plan showing evaluation of skill attainment, copies of signed payroll documentation for the Trainee's wages and fringe benefits, and copies of any supplemental training that occurred.

The total OJT reimbursements for an individual Trainee should not exceed the amount obligated as shown on the OJT Contract, or any subsequent modifications.

Any discrepancies identified in the invoicing process must be reconciled prior to payment.

An example copy of an invoice is included in the [OJT Forms](#) section of the manual.

C. Trainee Termination Prior to Training Completion

If the Trainee leaves during the OJT timeframe, the Employer may only be reimbursed for 50% of the Trainee's wages earned during the training period, prior to separation (in other words, documented hours beginning on the training period start date to the termination date). On the invoice, the Employer should note that the Trainee terminated employment and is no longer with the company.

D. Holidays, Vacation and Sick Leave

Although some Trainees may be paid by the Employer for holidays, vacation, and/or sick leave, the OJT Service Provider may not reimburse the Employer for this time. OJT rules require an Employer to pay the Trainee these "benefits" if they are provided to similarly situated employees. However, because the reimbursement is for training, it cannot be provided for time that is not spent in training.

For a Trainee who is paid on an hourly basis, proper reimbursement can be calculated by simply deducting the holiday, vacation, and sick leave hours from the training schedule. For a Trainee who is paid a monthly

salary, however, a standard approach must be used to prorate the reimbursable portion of the salary. The reimbursable salary is deemed to be the percentage of the month calculated by the actual number of hours worked divided by the total number of hours available to be worked in that month had there been no holidays, vacation, or sick leave.

Prorating is done on the basis of the actual month in order to insure that reimbursement will never exceed the percent (either 50%, 65% or 75%) of the wage paid for training. (Note that where monthly salary is paid for a training position that begins or ends part way through a month, the reimbursement may be calculated either by documenting the actual gross pay received by the Trainee or the same prorating method.)

E. Overtime

An Employer is generally required to pay the Trainee at a rate of 1.5 times the normal hourly pay rate for hours worked in excess of 40 per week ([Department of Labor Wage and Hour Division](#)). The OJT Training Plan may not, however, calculate reimbursement to the Employer at 50%, 65% or 75% of the overtime hourly pay rate but may reimburse at the approved rate or either 50%, 65% or 75%, of base pay for hours in excess of 40 per week.

It is presumed to be the Employer's choice to employ the Trainee for more than 40 hours per week. Reimbursement at a higher pay rate would reduce the number of hours of reimbursable training for a given Training Plan obligation. Thus, to insure that the Trainee receives the agreed-upon training, the reimbursement rate is kept at the regular rate of pay.

F. Pay Raises

Occasionally, an Employer may wish to provide a pay increase to the Trainee that was not planned for in the original OJT Training Plan. If the pay raise is being given because all (or other) employees are also to receive a raise, it may be warranted to modify the OJT Training Plan to increase the total dollar amount obligated. If, on the other hand, the pay raise is being given to the Trainee because the Trainee is learning more rapidly than anticipated and is becoming more productive, then it may not be necessary to adjust the obligation, as the Trainee will complete the Training Plan earlier than anticipated. The resultant decrease in the number of training hours will thus be proportionate to the more rapid training progress.

G. Monthly Salary Conversion

The Employer's training payment is based on a predetermined number of training hours and limited to the gross wages paid to the participant for hours worked during the training period. Consequently, a monthly salary must be converted to an hourly pay rate to ensure the training payment does not exceed the maximum identified on the Training Plan. The procedure to convert a monthly salary into an hourly rate is reflected in the follow examples:

Example 1: \$2,000/month X 12 months = \$24,000 annual salary
 Standard 40 hour work week X 52 weeks = 2080 hours per year
 \$24,000 annual salary divided by 2080 hours = \$11.54/hour

Example 2: \$1500/month X 12 months = \$18,000 annual salary
 35 hour work week X 52 weeks = 1820 hours per year
 \$18,000 annual salary divided by 1820 = \$9.89/hour

X. MONITORING AND EVALUATION

A. Monitoring

Monitoring is the responsibility of the Department of Labor (DOL), Washington State Employment Security Department (ESD), WorkForce Central and the OJT Service Provider. Monitoring is the process for ensuring compliance with WIOA laws and regulations and state and local policies. Monitoring will include the OJT Service Provider's oversight of the participant training and corresponding Employer payroll records.

To ensure validity and propriety of the reimbursement amounts claimed, and that the training for which the Contract is written is actually delivered, the OJT Service Provider is required to conduct on-site monitoring of OJT Employers. The on-site monitoring of the OJT must include documenting information received directly from the Trainees, should capture the Trainee and Supervisor's perspective about how the training is progressing, and should include review of the Employer payroll records.

On-site monitoring visits should occur early in the OJT placement with additional visits scheduled at appropriate intervals (determined by length of OJT Training Plan).

Effective monitoring also requires the desk review of all correspondence from the Employer, including OJT Reimbursement Invoices and the requisite documentation.

Any deviations from the OJT Contract should be dealt with promptly, either with an appropriate corrective action plan or by suspension or termination of the Agreement if serious violations have occurred.

Examples of [monitoring tools](#) are located in the [OJT Forms section](#) of this manual.

B. Evaluations

Evaluations will capture the Trainee's progress towards skill attainment and identify any necessary training modifications, supportive services, or other necessary support. The Training Plan is used to guide the Trainee's evaluation process. It should be referenced each time the OJT Service Provider makes an on-site visit or other communications with the Employer or Trainee to insure that all key training elements are being addressed.

Evaluations should focus on the following:

- Training is occurring as outlined in the Training Plan;
- Trainee is on target for skill attainment; and
- Concerns or problems that might jeopardize the Trainee's successful completion of training.

Timely intervention will avoid failure on the part of the Trainee, waste of program resources and disenchantment on the part of the Employer.

XI. ADDITIONAL OJT RESOURCES & REFERENCES

A. OJT Toolkit

The OJT Toolkit www.ojttoolkit.workforce3one.org) has a variety of OJT resources, documents and samples to aid OJT Service Providers in implementing their OJT policy and procedures.

B. CareerOneStop

CareerOneStop (www.careeronestop.org/) is the suite of web-based products funded and developed by the U.S. Department of Labor.

C. O*NET

O*NET (www.onetonline.org) is the nation's primary source of occupational information.

D. Occupational Outlook Handbook

Occupational Outlook Handbook (www.bls.gov/ooh/) covers hundreds of occupations and describes the job duties, work environment, pay, and much more. Each profile also includes US Bureau of Labor Statistics (BLS) employment projections for the 2012–22 decade. The Handbook is updated every two years.

E. Job Descriptions

- **CareerOneStop Job Description Writer** (www.careerinfonet.org/jobwriter/default.aspx)
CareerOneStop Job Description Writer helps build the basis of a job description that can be modified to the specific skills, tasks, and tools necessary for the OJT Employer.
- **O*NET Online** (www.onetonline.org) provides occupational information which includes the occupational code, SVP code, job title, job description, knowledge, skills, abilities, tools, work activities and interests necessary for the occupation.

F. Occupation Tasks, Knowledge Skills and Abilities, Tools and Technology, Work Activities, Wages and Employment Trends

- CareerOneStop.org lists the knowledge, skills, activities and the common educational level of the occupation.
- O*NET, as listed above.

G. Fastest Growing Occupations

- **CareerOneStop.org**
(www.careeronestop.org/ExploreCareers/Occupations/OccupationsWhatsHot.aspx)
Identifies the fastest growing occupations, the occupations with the most job openings, and the occupations with the most employment.
- **O*NET Online Bright Outlook** (www.onetonline.org/find/bright) lists occupations that are expected to grow rapidly in the next several years, will need large number of new job openings, or are new and emerging occupations.

H. Skills Gap Analysis

- CareerOneStop Skills Profiler (www.careeronestop.org/skills/skillcenterhome.asp) helps Job Seekers identify occupations that use their skills, find gaps they need to fill, or polish their resume.

I. Training Plans Assistance

- O*NET OnLine Job Zone and Specific Vocational Preparation (SVP) (www.onetonline.org/find/zone) provides occupation information which includes the occupation code and SVP to assist with determining Training Plan durations.

J. Certification-CareerOneStop.org

- **Certification Finder** (www.acinet.org/certifications_new/default.aspx) allows you to search for certification and how to acquire them.
- **Short-Term Training Finder**
(www.careeronestop.org/EducationTraining/Find/Short-TermTraining.aspx) is a tool that can be used to find education and training programs where you can earn a certificate, diploma, or award in less than 2 years.

- **Education & Training Finder** (www.careerinfonet.org/edutrainng/) assists with locating regional, state and local training and education opportunities by occupation.
- **Financial Aid Advisor** (www.careerinfonet.org/finaidadvisor/default.asp?id=14&nodeid=21) assists with finding funding options to pay for education and training.
- **Scholarship Search** (www.careeronestop.org/EducationTraining/Pay/Scholarships.aspx) is a searchable database of more than 5,000 scholarships, fellowships, loans, and other financial aid opportunities.

K. References

WIOA Law
<http://www.doleta.gov/WIOA/>

Sections:
 3(23)
 3(44)
 134(c)(H)
 188 (a)(2) and (3)

WIOA proposed Rules and Regulations -20 CFR:
 Part 680 and 683 et al.
<http://www.gpo.gov/fdsys/pkg/FR-2015-04-16/pdf/2015-05530.pdf>

Sections:
 680.700,710, 720, 730
 680.850
 683.260
 683.265
 683.270
 683.275



ON-THE-JOB TRAINING (OJT) SAMPLE FORMS



Workforce Innovation and Opportunity Act Policies and Procedures

ON-THE-JOB TRAINING (OJT) POLICY & PROCEDURES

Policy Number: 1006

Effective Date: October 15, 2015

Supersedes: WorkForce Central On-the-Job (OJT) Policy #WIA-A/DW/Y-012, Revision 1, Effective February 5, 2015

PURPOSE

To provide information and direction for the implementation of WIOA funded On-the-Job Training (OJT) opportunities for eligible Adult, Dislocated Worker and Youth program participants. Specific criteria are included to increase the amount of employer reimbursement for an OJT participant wage rate to more than 50%.

BACKGROUND

On-the-Job Training (OJT) is a training option that provides Employers the opportunity to train new employees (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, Section 134(c) of 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 proposed rules at [20 CFR 680.730](#) and this policy.

OJT is a hire-first program. The Trainee begins their OJT as a full-time employee of the company that has agreed to provide the 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 are the same as similarly situated employees in similar positions by the same Employer and are in accordance with Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29.U.S.C. 206(a)(a) or the applicable state or local minimum wage laws.

POLICY

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 training.

OJT may be sequenced with other WIOA program services such as work experience, classroom training or basic skills training.

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 assessment that results in the development of an Individual Employment Plan (IEP) that documents the participant has the interest, aptitude and skills to meet the specific Employer OJT requirements.

OJTs for Employed Workers

OJTs may be written for eligible employed workers when:

- The employee is not earning a self-sufficient wage;
- All other requirements of this policy are met; and
- 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, (proposed rule at [20 CFR. 680.710](#))

Employer Eligibility The

OJT Employer:

- Must be registered with the Internal Revenue Service (IRS) and have an account with the Washington State Employment Security Department for Unemployment Insurance and carry Workman's Compensation Insurance (proposed rule at [20 CFR 683.280](#))
- Must have operated in Pierce 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.
- 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; have adequate payroll record keeping systems that track hours worked, gross pay, deductions and net pay.
- Must not have relocated within the last 120 days, where relocation resulted in the loss of employment at the prior location. (proposed rule at 20 CFR 683.260)
- Shall 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. (proposed rule 20 CFR 683.270)
- 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 a WIOA Program Manager.
- Must not impair existing contracts for services or 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. (WIOA Sec.181 (a)(2)(B). Additionally, the Employer must attest that the OJT agreement would not assist, promote or deter union organizing (20 CFR 680.850).
- 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 (WIOA Section 188 (a)(3)).
- Must not illegally discriminate in training or hiring practices because of race, color, sex, national origin, religion, disability, political beliefs or affiliations, or age (WIOA Sec. 188(a)(3)).

OJTs must not be written with an employer who has previously exhibited a pattern of failing to provide OJT Trainees with continued long-term employment. (proposed rule at 20 CFR 680.700(b))

Employer Reimbursement Rates

The employer reimbursement rates of the regular wages earned for OJTs range from a minimum of 50 percent to a maximum of 75 percent. The reimbursement rate is based on the size of the employer as follows:

- A maximum of 50 percent for large employers defined as having a 100 or more employees
- A maximum of 65 percent for medium size employers defined as having 20-99 employees and
- A maximum of 75 percent for small employers with a workforce of 1-19 employees.

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 as defined in WIOA Section 3(24) and listed on Attachment A;
2. The quality of employer-provided training (e.g., an industry recognized credential, advancement opportunity);
3. The number of participants the employer agrees to sponsor;
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 as defined by [WIOA Section 3\(23\)](#) and determined by ESD labor market information;
6. The OJT employer is:
 - a. In an in-demand industry as defined by WIOA Section 3(23) and determined by ESD labor market information; or
 - b. In an in-balance industry as determined by ESD labor market information; or
 - c. In a declining industry, but there are compelling reasons (e.g., evidence of long-term viability of the employer) justifying reimbursement above 50 percent;

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

Registered Apprenticeship Programs

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

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

Cost Per Participant

Subject to funding availability and the OJT Trainee's needs, WorkForce Central (WFC) limits the training costs to \$5,000 for jobs paying entry level wages defined as \$ 9.47 - \$15.00 per hour and \$6,000 for higher wage jobs, defined as paying more than entry level wages. Training costs in excess of these limits may be approved by the WFC CEO or the authorized WIOA Service Provider, under special circumstances. Regardless of the hourly wage, training duration is limited to not less than four weeks and not more than 26 weeks. Training duration must be in line with [Specific Vocational Preparation \(SVP\)](#) estimates.

WIOA participants who have utilized the maximum allowed under the WorkForce Central's most current ITA Policy may also qualify for an OJT with training cost and duration limits described above.

Overtime Hours for OJT

OJT payments may only be paid for regular wages paid by the employer. Payment may not be based on overtime, shift differential, 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.

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. WFC limits the training duration to not less than four (4) weeks and not more than 26 weeks. Training duration is negotiated with the Employer on the basis of 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. An upper limit for training duration is established using the Specific Vocational Preparation (SVP) estimates for occupations in the U.S. Department of Labor at <http://www.occupationalinfo.org/appendxc 1.html#I>.

PROCEDURES

Participant Case File

All documentation relative to the selection of a candidate for an OJT opportunity and the development and maintenance of the participant's OJT Training Plan should be included in the participant hard or electronic case file. Participant files must be available to federal, state and local monitors for compliance review.

Employer Files

OJT Service Providers 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 contract manager shortly after the OJT Trainee begins work, with additional visits scheduled at appropriate intervals (determined by length of OJT Training Plan).

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

Contract managers 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.

Any deviations from the OJT Contract should be dealt with and documented promptly.

Exceptions

Any exceptions to this policy must be approved by the WFC CEO or the authorized representative of the WIOA Service Provider and documented in both the Trainee and Employer files. Exceptions may be allowed for: Employers new to Pierce County; Employers with workers in lay-off status less than 120 days; Training plans exceeding the cost or time limits or other policy statements not contained in the WIOA or WIOA regulations.

DEFINITIONS

OJT Agreement/Contract: The OJT Agreement or Contract includes all of the basic requirements including applicable laws, regulations and policies; outlines the appropriate steps for OJT implementation; and is specific to the individual training plan. At a minimum, the Agreement must include an extensive set of general provisions (Terms and Conditions) ensuring WIOA rules and regulatory compliance; the occupation, skills and competencies to be learned; and the length

of time the training will be provided. All parties including the Employer, OJT Service Provider and Trainee must sign the Agreement prior to the commencement of the OJT.

Trainee: The OJT Trainee is an eligible WIOA participant who has demonstrated the skills, abilities and interests to successfully participate in an OJT with a specific Employer. The Trainee must have received a documented assessment that resulted in an Individual Employment Plan (IEP) that documents the appropriateness for the OJT.

The OJT Training Plan: The OJT Training Plan must be signed by the Employer, OJT Service Provider and Trainee prior to the commencement of the OJT. The Training Plan is unique and customized for each OJT Trainee. The Training Plan includes the skills to be learned, training hours and evaluation of skills gained.

REFERENCES

- [WIOA Section 3\(23\)](#)
- [WIOA Section 3\(44\)](#)
- [WIOA Section 134\(c\)\(H\)](#)
- [WIOA Section 188 \(a\)\(2\) and \(3\)](#)
- [Proposed rules at 20 CFR 680.700, 680.710, 680.720, 680.730 and 680.850](#)
- [Proposed rules at 20 CFR 683.260, 683.265, 683.270 683.275](#)

ATTACHMENTS

Attachment A Individuals with Barriers

INQUIRIES

Direct Inquiries To:

WorkForce Central
3650 South Cedar Street
Tacoma, WA 98409-5714
(253) 472-8094 or 1-800-999-8168

APPROVED

APPROVED BY WDC



Date 10/15/15-

Linda Nguyen, WFC CEO

Date: 10/15/15

EQUAL OPPORTUNITY - EQUAL ACCESS

WorkForce Central is an equal opportunity employer and provider of employment and training services. Free auxiliary aids and services are available upon request for individuals with disabilities. Washington Relay Service – 711.

Attachment A

Individuals with Barriers to Employment

- WIOA Sec. 3(24) and Proposed CFR 680.320(b):
- Displaced Homemaker
- Low-income individuals
- Indians, Alaska Natives and Native Hawaiians
- Individual with disabilities
- Older individuals
- Ex-offenders
- Homeless individuals
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, low levels of literacy or facing substantial cultural barriers
- Eligible migrant and seasonal farm workers
- Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents (including pregnant women)
- Long-term unemployed

SECTION 1: EMPLOYER INFORMATION

Employer Legal Business Name:	
Former/Other Name(s) Under Which the Employer Conducted Business:	
FEIN#:	UBI#:
<input type="checkbox"/> For Profit <input type="checkbox"/> Non-Profit <input type="checkbox"/> Public	
Employer Address:	Employer Phone #:
	Employer Fax #:
Website Address:	
Authorized Representative:	Title:
Phone:	Email:
Description of Business/Products/Services:	
Years in Business: A minimum of 120 days in Pierce county? <input type="checkbox"/> Yes <input type="checkbox"/> No	Number of Employees:
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the business involved in a labor dispute?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is anyone currently in layoff?
	If yes, are the layoffs <input type="checkbox"/> From same or substantially equivalent job?
	<input type="checkbox"/> Permanent or <input type="checkbox"/> Seasonal?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Has there been a lay-off over the past 120 days?
	If yes describe circumstances: _____
Business Fluctuations (layoff/peak times): _____	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Did the business relocate from another area within the last 120 days?
	If yes, were workers laid off from the previous site? <input type="checkbox"/> Yes <input type="checkbox"/> No
	If yes, number laid-off: _____
	Was WIA or WIOA assistance sought in connection with past or impending job losses due to the relocation? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Were WARN notices relating to the Employer filed? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Did the business operate under a different name at the previous location?
	<input type="checkbox"/> Yes <input type="checkbox"/> No

	If yes, other business name: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the business working under a Collective Bargaining Agreement? If Yes, is the OJT position consistent with the Collective Bargaining Agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do the Employer's hiring practices discriminate because of race, color, sex, national origin, religion, physical or mental handicap, political beliefs or affiliations or age?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Has the business previously used OJT? If yes, how many OJT positions have been previously funded? _____ If yes, how many OJT placements successfully completed training? _____ If yes, how many OJT placements were retained for 12 months or more after completion of training with same benefits of other workers in comparable positions? _____ If yes, how many OJT placements received a wage increase or promotion after successful completion of training? _____ If yes, how many OJT placements received a wage <i>decrease</i> after successful completion of training? _____ If yes, how many OJT placements were <i>dismissed</i> during the training period or during the retention period? _____

SECTION 2: FINANCIAL/PAYROLL

<input type="checkbox"/> Yes <input type="checkbox"/> No	Has the business or predecessor ever filed for bankruptcy?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the business appear to be financially stable? If no, explain: _____ _____
PAY: <input type="checkbox"/> Hourly <input type="checkbox"/> Salary <input type="checkbox"/> Commission <input type="checkbox"/> Overtime FREQUENCY: <input type="checkbox"/> Weekly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Semi-monthly	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is there a payroll system with ledgers that track gross pay, deductions, including Federal withholdings, FICA, Industrial Insurance and net pay?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Can copies of paystubs showing wage and required deductions be provided for OJT payment reimbursement?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the Employer pay Workman's Compensation Insurance?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the employer current in workers compensation taxes, penalties and/or interest or related payment plan?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the employer have an account with the Washington State ESD of Unemployment Insurance?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the employer current in UI taxes, penalties and/or interest or related payment plan?

SECTION 3: ON-THE-JOB POSITION(S)

Job(s) to be filled with OJT Trainee (ATTACH JOB DESCRIPTION if available):	
Indicate the number of trainees the employer agrees to sponsor: _____	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do the trainee(s) have barriers to employment as defined in WIOA Section 3(24) of in Attachment A of the WFC OJT Policy #1006. If yes, please note barrier(s)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is the position a full-time, regular position (minimum 35 hours/week)? If no, provide justification for approving an OJT at less than full-time.
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the position involve the construction, maintenance or operation of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship or political activities?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is this job currently in demand in Pierce County or a High Demand Industry? If Yes, what High Demand Industry does the position qualify? _____
	Is the OJT employer in an industry that is : <input type="checkbox"/> in-demand <input type="checkbox"/> in-balance <input type="checkbox"/> declining If in a declining industry, explain the compelling reasons to justify the OJT _____
	Briefly describe the quality of employer-providing training (e.g. an industry recognized credential, advance opportunity)_____
Current job opening is due to: <input type="checkbox"/> Expansion <input type="checkbox"/> Separation If separated: <input type="checkbox"/> Quit <input type="checkbox"/> Retired <input type="checkbox"/> Fired If fired, please state circumstances: _____	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the OJT position displace any currently employed workers or infringe upon the promotional opportunities of any current employees?
OJT Position wage: \$ _____	
Benefits: <input type="checkbox"/> Medical <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> 401K <input type="checkbox"/> Other: _____	
OJT Reimbursement Rate: <input type="checkbox"/> 50% <input type="checkbox"/> 65% <input type="checkbox"/> 75%	
Size of workforce: <input type="checkbox"/> 100 + <input type="checkbox"/> 20-99 <input type="checkbox"/> 1-19 employees	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Are the position wage, benefits, periodic pay increases and working conditions offered to the OJT trainee the same as similarly situated employees in similar positions?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the Employer anticipate sufficient work to provide long-term regular employment for the position? (Minimum of one (1) year or longer)
<input type="checkbox"/> Yes <input type="checkbox"/> No	Will the wage and benefit level of the participant increase after completion of the OJT?
Designated Supervisor: _____ Title: _____	
Phone: _____ Email: _____	
Training Site:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Is there sufficient supervision and trainers to adequately support the OJT trainee?

<input type="checkbox"/> Yes <input type="checkbox"/> No	Are there sufficient tools, equipment, workspace and supervisory personnel to accommodate the trainee?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the business have any pre-existing employee training programs? If yes, brief description of training programs and method of delivery: _____
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the worksite appear reasonably safe and sanitary?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does the Employer have any outstanding safety violations?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Was the participant charged a fee to be referred or placed into the OJT position?
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does this appear to be a good OJT training site/business?

Comments:

I attest the answers to the above questions are true to the best of my knowledge.

Printed Name of Authorized WIOA Program Representative **Title**

Signature of Authorized WIOA Program Representative **Date**

WIOA ON-THE-JOB TRAINING (OJT) CONTRACT

This OJT contract is between the ***enter your WIOA organization name here***, herein after called the WIOA Program Operator and ***(enter name of employer here)*** hereinafter called OJT Employer. Both parties agree to the contract terms as set forth below. The contract term commences on ***enter start date here***, and terminates on ***(enter end date here)***.

OJT EMPLOYEE (Trainee) INFORMATION

Name: _____ SKIES/MIS ID: _____

Beginning Date: _____ End Date: _____

Job Title: _____ Total Training Hours: _____

O*NET SOC#: _____ O*NET JOB ZONE: _____

WIOA PROGRAM OPERATOR - TRAINING - REIMBURSEMENT

WIOA Contact: _____ Phone: _____ Email: _____

Hrly Wage: _____ Reimbursement %: _____ Total Training Hrs: _____ Maximum

Reimbursement: _____

CFDA #: _____

OJT EMPLOYER INFORMATION:

Legal Business Name: _____

Owner/Officer: _____ Phone: _____

Person in charge of training: _____ Phone: _____

Alternate in charge of training: _____ Phone: _____

Training Address: _____

Reimbursement Mailing Address (if different): _____

Email: _____

Fax: _____

OJT Employer's FEIN #: _____ UBI #: _____

Product or Service: _____

Number of employees: _____ # of OJT Trainees working for OJT Employer: _____

OJT Employer Pre-Screening Checklist has been completed: _____ Yes: _____ No _____ N/A

Best method and frequency for contact/monitoring of progress? _____ Phone _____ Email _____ In Person

CONTRACT PURPOSE

The purpose of this contract is to establish the general terms and conditions under which the (**Enter your WIOA Organization Name Here**) may refer individual WIOA participants (“the Trainee”) to the “Employer” to enable participants to take part in an OJT as that term is defined under the WIOA.

OJT DEFINITION

In accordance with WIOA section 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 in a job that:

- a. Provides knowledge or skills essential to the full and adequate performance of the job;
- b. Is made available through a program that provides reimbursement to the employer up to 75% of the wage rate of the participant, except as provided in section 134(c)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training; and
- c. Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.

OJT CONTRACT TERMS AND CONDITIONS

TRAINING

1. The OJT Contract must be completed and signed before the OJT Trainee starts the OJT Training.
2. The OJT Employer shall develop a training plan for the OJT Trainee that includes competencies needed to be satisfactorily skilled in the OJT position. These competencies will be listed on the Training Plan/Evaluation Form (Attachment A-2). The OJT Employer will fill in “Comments” and “Completion Date” to document competencies gained on Attachment A-2.
3. The OJT Employer shall provide the training prescribed on Attachment A-2 and complete any evaluation and/or training progress forms that may be provided by the WIOA Program Operator. The OJT Trainee shall be the OJT Employer's Employee, shall be on the OJT Employer's payroll, shall be entitled to the same consideration and shall be governed by the same policies as other employees. The OJT Employer shall extend to the OJT Trainee all of the entitled benefits offered all employees of the OJT Employer.
4. The OJT Employer certifies that this is not a temporary job and agrees to hire the OJT Trainee at the inception of this contract as a member of his/her regular workforce and to retain the Trainee, at the same level of benefits as other employees in similar positions, at the conclusion of this agreement provided the Trainee functions adequately at the entry level, based upon satisfactory skill attainment as documented on Attachment A-2 – Training Plan/Evaluation Form.
5. The OJT Employer will provide an orientation to the OJT Trainee that covers, at a minimum, the OJT Employer's rules, expectations, safety information, payment of wages and benefits.
6. A reasonable opportunity shall be provided for the OJT Trainee to attain skills and to demonstrate positive work habits prior to termination. During the term of the OJT training, the OJT Employer shall contact the WIOA Program Operator prior to terminating the OJT Trainee. (Except for serious infractions that require the immediate removal of the OJT Trainee from the OJT Employer's place of business (intoxication, violent behavior, etc., or as per the OJT Employer's Personnel Rules).

7. If the OJT Employer requires regular employees in this position to provide their own tools, the OJT Employer will provide the WIOA Program Operator with a list of the required tools and/or equipment prior to the start of the OJT. Any tools and/or equipment purchased with WIOA funding will become the property of the OJT Trainee after the OJT Trainee has successfully completed the On-the-Job Training.

FISCAL

8. The WIOA Program Operator shall reimburse the OJT Employer on a ***(Enter a term: monthly or bi-monthly or end of agreement)*** for documented wages paid to the OJT Trainee. No reimbursement shall be made for work performed outside of the term of the contract, or during periods of work stoppages, fringe benefits which include paid holidays, sick leave or vacation leave. Overtime hours in excess of 40 hours per week shall be reimbursed at the regular rate of pay. The OJT Employer must pay the overtime rate in excess of the regular rate in full.
9. The OJT Employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT contract. Wages must be paid by check or direct deposit. The OJT reimbursement time sheets must be signed in ink, by both the OJT Employer and the OJT Trainee and must be submitted according to the WIOA Program Operator's instructions. Inaccurate or incomplete timesheets or timesheets submitted more than thirty (30) days after the end of the training period may not be honored at the sole discretion of the WIOA Program Operator. The OJT Employer must maintain copies of the timesheet(s) along with a copy of the OJT contract at the training location or in the OJT Trainee's personnel file.
10. The OJT Employer agrees that records which are directly related to the OJT contract are subject to review, monitoring, and audit by the WIOA Program Operator, or its agent, the State of Washington and/or the federal government, at any time and without prior notice to the OJT Employer. However, prior notice is typically provided.
11. The OJT Employer shall provide adequate insurance coverage to protect against legal liability arising out of OJT activity. The OJT Employer shall provide the WIOA Program Operator, upon request, copies of insurance instruments or certifications from the bond/insurance's issuing agency. The copies of certifications shall show the bonding or insurance coverage, who is covered and the amounts.
12. The OJT Employer shall preserve all OJT Trainee payroll records, fringe benefits and personnel records for three (3) years after the end of the training period, or longer if any litigation or audit is begun or any claim is instituted which involves these records. The OJT Employer shall retain the records beyond the three (3) year period until the litigation, audit findings or claim has been resolved.

OJT EMPLOYER ASSURANCES

13. The OJT Employer shall provide worker's compensation coverage for the OJT Employee and assures that the training shall be provided in accordance with WIOA Sec. 181 (a)(1)(A) and proposed 20 CFR 683.275 for wage and labor standards.
14. If the OJT is being provided to one of the OJT Employer's current employees, the OJT 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, or addresses workplace literacy and that the OJT position will provide the OJT Trainee with additional wages, hours or benefits.
15. The OJT Employer certifies that they are financially solvent on the date of this contract, and the OJT Employer's best projection is that they will remain financially able to meet contract obligations through the

end of the training period, including continued employment of the OJT Trainee for the succeeding 12 months.

16. The OJT Employer agrees to comply with all applicable local, state and/or federal laws and ordinances.
17. The OJT Employer assures to comply fully as required at 29 CFR 37.20 (a) (1) with nondiscrimination and equal opportunity provisions of WIOA Section 188, including complaint processing and compliance reviews. The OJT Employer also assures that it shall not discriminate in its employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States, or participation in any WIOA Title 1 – financially assisted program or activity, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical disability. The nondiscrimination assurances at 29 CFR 37.20 (a)(1) apply to this contract.
18. The OJT Employer assures that they have not been debarred or suspended in regard to federal funding. (29 CFR Part 95 and 98)
19. The OJT Employer further assures that OJT funds will not be used to assist, promote or deter union organizing. Nor will the OJT Employer allow the OJT Employee to engage in political activities during work hours. (WIOA sec 181(b)(7) and proposed 20 CFR 680.850)
20. The OJT Employer certifies that no member of the OJT Trainee’s immediate family is engaged in an administrative capacity for the OJT Employer, or will directly supervise the OJT Trainee. For the purpose of this contract, immediate family is defined as husband and wife (including same-sex marriages), children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT Employee's spouse. (2 CFR 200.318 and proposed 20 CFR 683.200(g))
21. The OJT Employer assures that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rates, including periodic increases, and benefits as trainees or employees who are similarly situated in similar jobs. Such rates shall be 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 or the applicable state or local minimum wage law. WIOA Sec. 181(a)(1)(A)
22. The OJT Employer assures that the OJT Trainee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees. The layoff period shall be the expiration of the period required by a recall list. If no recall list of re-employment rights exists, the layoff period shall be for one year from the last layoff or until the next operating year of the department or agency, whichever occurs later. (proposed 20 CFR 683.270)

ADDITIONAL TERMS

23. No fees shall be charged to any OJT Trainee or OJT Employer for referral or placement services relative to this OJT contract.
24. Employer assures that the OJT Trainee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. (proposed 20 CFR 683.235 and 683.255)
25. The OJT Employer shall be liable to repay the WIOA Program Operator for any disallowed costs identified in

a monitoring or audit report.

26. The OJT Employer shall participate in and be bound by determinations resulting from the WorkForce Central's Complaint and Hearing Procedure if the OJT Trainee chooses to access that process. If the OJT Employee chooses to access the State established grievance procedure, where the OJT Employer's procedure applies, the OJT Employee shall have the right to request a review of the OJT Employer's grievance decision by the WorkForce Central Program Operator.
27. WorkForce Central shall indemnify and hold harmless the OJT Employer from all claims, costs, damages, or expenses arising out of the negligence of the OJT program. Likewise, the OJT Employer shall indemnify and hold harmless the WIOA program for all claims, costs and damages, or expenses arising out of the actions of the OJT Employer. In the case of negligence of both the OJT Employer and the WIOA program, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.
28. This contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the laws of the State of Washington, both as to interpretation and performance, shall govern this contract. Any action of law, suit in equity, or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County.
29. The parties understand and agree that if the courts hold any part, term or provision of this contract to be illegal, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the contract had not contained the particular invalid provision. If it should appear that any provision of this contract is in conflict with any statutory provision of the State of Washington, the provision shall be deemed modified to conform to the statutory provision.
30. The parties agree that the forgiveness of the nonperformance of any provision of this contract does not constitute a waiver of the provisions of this contract.
31. The parties agree that this contract is the complete expression of its terms. Any oral representations or understanding not incorporated herein are excluded.
32. This contract may be terminated if any of the following occurs:
 - a) The hours worked by the OJT Trainee consistently falls below 35 hours per week;
 - b) Reimbursement invoices are not turned in according to the payroll schedule on a consistent basis;
 - c) The OJT Employer is not following the training plan;
 - d) Fraudulent documentation has been submitted; or
 - e) By either party at any time by giving ten (10) day advance written, signed notice of intent to terminate to the other party.
33. This contract may be amended by the mutual written agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the contract.
34. The assurances and certification on the attachment(s) are made a part of this agreement by specific reference and the applicable provision, requirements and guidelines contained within them shall be binding on the parties of his agreement.
35. The individual signing this contract on behalf of the OJT Employer must be the OJT Employer's authorized agent and certifies that all the information provided by the OJT Employer is correct.

I agree to all of the conditions contained in this On-the-Job Training Contract and certify that I am authorized to

sign the contract for the employer:

WIOA Service Provider

Employer

Program Staff Signature Date

Authorized Signature/Title Date

Print Name and Title

Print Name and Title

Phone Number

Phone Number

Email Address

Email Address

ORGANIZED LABOR CONCURRENCE

Does this company have a collective bargaining agreement with a labor organization?

_____ Yes _____ No

If Yes, complete the following:

Provide the name of Union & Local #: _____

Print name and title of union agent: _____

I am in concurrence with this OJT contract. _____ Yes _____ No

Authorized Collective Bargaining Agent Signature: _____

Date: _____ -

OJT CONTRACT # _____

Attachment A-2

**ON-THE-JOB TRAINING (OJT) CONTRACT
TRAINING PLAN / EVALUATION FORM**

OJT Trainee Name: _____

Occupational Training (Job Title): _____

Employer: _____

COMPETENCIES/ SKILLS TO BE LEARNED	ESTIMATED TRAINING HOURS	START DATE	COMPLETION DATE
1. SKILL TO BE LEARNED			
2. SKILL TO BE LEARNED			
3. SKILL TO BE LEARNED			
4. SKILL TO BE LEARNED			
5. SKILL TO BE LEARNED			
6. SKILL TO BE LEARNED			

COMMENTS: _____

Trainee Name: _____

I understand & agree to the above training plan

Trainee Signature: _____

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by [Executive Order 12549](#), Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at [34 CFR Part 85](#), Sections 83.105 and 85.110.

A. The applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contracts under public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A (b) of this certificate;
- d) Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default;
- e) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal or plan.

Signature of this form provides for compliance with certification requirements under 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement)". The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

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

Signature of Authorized Employer Representative

Title

Name of Business

OJT CONTRACT MODIFICATION

CURRENT OJT INFORMATION:

OJT Contract No.: _____

Modification No.: _____

1. EMPLOYER NAME: _____ EMPLOYER ADDRESS: _____ _____ _____		
CONTACT PERSON:	PHONE:	FAX:
EMAIL:		
3. NUMBER OF PARTICIPANTS TO BE TRAINED:		
4. TRAINEE NAME(s):	PHONE:	FAX:
ADDRESS: _____ _____ _____		
EMAIL:		
5. JOB TITLE: _____ (See attached Job Description)	6. START DATE: END DATE: / / / /	
7. O*NET CODE: _____ SVP CODE: _____	9. TOTAL TRAINING HOURS: _____	
8. HOURS/WEEK: _____		
10. STARTING WAGE RATE: \$ _____ ANTICIPATED WAGE INCREASE DURING OJT (if applicable): \$ _____	REIMBURSEMENT RATE: _____	11. MAXIMUM REIMBURSEMENT: \$ _____
12. Supplemental training will be provided (e.g.: offsite workshops conducted by OJT Provider, GED classes, class at a community college, etc.) Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, see attached Supplemental Training Plan.		

OJT CONTRACT MODIFICATION

REASON FOR MODIFICATION: (Explain purpose of modifying Contract)

Execution of this modification will constitute ratification of the earlier agreement between parties, hereto, the terms and conditions of which are contained herein. The beginning date of performance under the modification will be _____ regardless of the date of execution and performance will be reimbursed in accordance will the terms and conditions herein contained between that date and the date of execution.

CHANGES AND MODIFICATIONS: (Specify each change to the Contract and attach copies of the changes, if applicable)

All other elements of the Contract will remain unchanged and in full force.

Please sign this signature sheet and return it to:
Service Provider (insert name)
Address (insert address)

IN WITNESS HEREOF, the parties hereto have caused this modification to be executed and initiated on the date effective.

Trainee

Employer Representative
Title
Company Name

Service Provider Representative
Title

OJT SUPPLEMENTAL TRAINING PLAN

OJT Contract No.: _____

1. CONTACT & SUPPLEMENTAL TRAINING INFORMATION

1. EMPLOYER NAME: _____ EMPLOYER ADDRESS: _____ _____		
CONTACT PERSON:	PHONE:	FAX:
EMAIL:		
2. NUMBER OF PARTICIPANTS TO BE TRAINED:		
3. TRAINEE NAME(s):	PHONE:	FAX:
ADDRESS: _____ _____		
EMAIL:		
4. TITLE OF TRAINING _____		
5. START DATE: / /		
END DATE: / /		
6. HOURS/WEEK: _____	7. TRAINING PROVIDER: _____	
8. DESCRIPTION OF SUPPLEMENTAL TRAINING (e.g.: offsite workshops conducted by OJT Provider, GED classes, class at a community college, etc.): _____		
9. COST OF TRAINING: \$ _____ <small>(Cost of Supplemental Training must be reasonable and necessary. OJT Service Provider contributions, if any, are determined based on the availability of funding at the time of request.)</small>	10. SUPPLEMENTAL TRAINING PAID BY: <input type="checkbox"/> EMPLOYER: Employer is paying: % _____ of training <input type="checkbox"/> OJT SERVICE PROVIDER: OJT Service Provider is paying: % _____ of training <input type="checkbox"/> BOTH: Employer is paying: % _____ of training Service Provider is paying: % _____ of training	
11. Tools, equipment and/or uniforms must be provided by the Trainee for the Supplemental Training: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> "Yes", see attached Tools and Equipment Agreement		



OJT SUPPLEMENTAL TRAINING PLAN

2. SUPPLEMENTAL TRAINING PLAN

Supplemental Training Needs	Trainer	Location of Training	Dates	Costs	% of Costs Paid by Employer; Total Cost to be Paid by Employer	% of Costs Paid by the OJT Service Provider; Total Cost to be Paid by the OJT Service Provider

ALL PARTIES AGREE TO ABIDE BY THE SPECIFICS OUTLINED IN THIS SUPPLEMENTAL TRAINING PLAN.

Trainee Printed Name

Trainee Signature Date

Employer Printed Name

Employer Signature Date

OJT Service Provider Printed Name

OJT Service Provider Signature Date

OJT EXCEPTION REQUEST

1. EMPLOYER NAME:	
CONTACT PERSON:	PHONE:
EMAIL:	FAX:
2. TRAINER NAME	

TRAINING PLAN EXCEPTIONS: Exceptions to policy may occur and may be granted if the exceptions meet the mutual needs of the Employer, the WIOA Service Provider and the Trainee. Verbal exceptions to OJT policy are not valid.

Training Plan Exceptions	
<input type="checkbox"/>	The training period is less than 4 weeks or exceeds 26 weeks.
<input type="checkbox"/>	The starting wage is less than prevailing wage.
<input type="checkbox"/>	A current employed Trainee will not achieve a wage gain of 50 cents per hour or more, and/or no upgrade and/or "backfill" is expected
<input type="checkbox"/>	Other-please describe:
	Describe Training Plan Exception Justification:
Payment Exceptions	
<input type="checkbox"/>	The Trainee is not expected to be fully skilled at the end of the training period, but substantial training has occurred and the Trainee is expected to be retained and trained further by the Employer.
<input type="checkbox"/>	The Employer fulfilled its obligations to the OJT Contract but did not qualify for all or part of the OJT reimbursement because the Trainee quit or was fired for cause.
<input type="checkbox"/>	Other-please describe:
	Describe Payment Exception Justification:

3. AUTHORIZED SIGNATURES

Printed Name of Authorized Service Provider Representative
Job Title

Signature
Date



ON-THE-JOB REIMBURSEMENT INVOICE

FOR SERVICES RENDERED IN PERFORMANCE UNDER AGREEMENT

EMPLOYER NAME: _____

EMPLOYER ADDRESS: _____

CONTACT PERSON:

PHONE:

FAX:

TRAINEE NAME(s):

JOB TITLE:

OJT START DATE: / /

OJT END DATE: / /

HOURS/WEEK: _____

TOTAL TRAINING HOURS: _____

HOURLY WAGE RATE:

\$ _____

REIMBURSEMENT

RATE: _____

MAXIMUM REIMBURSEMENT:

\$ _____

Complete if raises were awarded during training:

REVISED HOURLY RATE:

\$ _____

TRAINING HOURS,

REVISED

DATE: _____

REVISED MAXIMUM

REIMBURSEMENT: \$ _____

Supplemental training was provided Yes No

If Yes, see attached Supplemental Training documentation

- ✓ ATTACH COPY OF SIGNED PAYROLL DOCUMENTATION FOR TRAINEE'S WAGES & FRINGE BENEFITS
- ✓ ATTACH COPY OF COMPLETED TRAINING PLAN
- ✓ ATTACH COPY OF SUPPLEMENTAL TRAINING, *if applicable*
- ✓ COMPLETE ATTACHED REIMBURSEMENT WORKSHEET
- ✓ SIGN AND DATE SIGNATURE AUTHORIZATION

WAGE REIMBURSEMENT WORKSHEET								
EMPLOYER REIMBURSEMENT AMOUNT								
EXAMPLE:								
HOURLY RATE	X	RATE OF REIMBURSEMENT	=	HOURLY RATE OF REIMBURSEMENT	X	REIMBURSEMENT HOURS	=	TOTAL AMOUNT DUE TO EMPLOYER
\$15.50/hr	X	50%	=	\$7.75	X	320	=	\$2,480.00
ACTUAL:								
HOURLY RATE	X	RATE OF REIMBURSEMENT	=	HOURLY RATE OF REIMBURSEMENT	X	REIMBURSEMENT HOURS	=	TOTAL AMOUNT DUE TO EMPLOYER
	X		=		X		=	

SUPPLEMENTAL TRAINING REIMBURSEMENT WORKSHEET, <i>if applicable</i>				
EMPLOYER REIMBURSEMENT AMOUNT				
EXAMPLE:				
TRAINING COSTS	X	AGREED UPON REIMBURSEMENT RATE %	=	AMOUNT DUE EMPLOYER
TUITION: \$500	X	50%	=	\$250
ACTUAL:				
TRAINING COSTS	X	AGREED UPON REIMBURSEMENT RATE %	=	AMOUNT DUE EMPLOYER
	X		=	

TOTAL REIMBURSEMENTS DUE TO EMPLOYER	
EXAMPLE:	
WAGES	\$2,480
SUPPLEMENTAL TRAINING	\$250
TOTAL DUE	\$2,730
ACTUAL:	
WAGES	
SUPPLEMENTAL TRAINING, <i>if applicable</i>	
TOTAL DUE	

SIGNATURE AUTHORIZATION	
<p>I hereby certify under penalty of perjury that the above claim and the items, amounts and statements are true and correct and the amount due is just. I further certify that the training the Trainee received, as identified in the Training Plan, was completed satisfactorily and that the Trainee is anticipated to remain employed at a minimum of 32 hours/week.</p>	
EMPLOYER PRINTED NAME & TITLE	PROGRAM OPERATOR AUTHORIZATION: PRINTED NAME
EMPLOYER SIGNATURE	PROGRAM OPERATOR SIGNATURE
DATE	DATE
	PO #:

ON-THE-JOB TRAINING TOOL & EQUIPMENT FORM

Tools and equipment that are required by the OJT Employer as condition of employment may be purchased by the OJT Service Provider for the OJT Trainee when no other resources are available.

1. CONDITIONS

The following conditions must apply:

- Tools and equipment provided to OJT Trainee must be necessary to complete the training objectives;
- The company does not purchase the same tools for other employees;
- Tools and equipment required of the OJT Trainee must be of the same standard required of employees in the same position within the company;
- The tools and equipment remain the property of the OJT Service Provider while the Trainee is in training;
- The tools and equipment at no time become the property of the Employer;
- The Trainee is not to give the tools and equipment away, sell them or use them in an irresponsible manner;
- Tools and equipment are secured at all time. If tools and/or equipment are lost or stolen, the OJT Service Provider is not responsible for replacing them;
- The tools and equipment will be returned to the OJT Service Provider if the Trainee quits the OJT and is not employed at another Employer in the same occupation related to the OJT or if the Trainee is fired for egregious behavior; and
- The tools and equipment become the property of the Trainee when:
 - The Trainee completes the Training Plan and is retained by the Employer
 - The Trainee accepts employment elsewhere but the employment is related to the OJT.

2. REQUIRED TOOLS AND/OR EQUIPMENT

The following tools and/or equipment are required for the OJT:

(The Employer completes this list. "Anticipated Cost" is an estimate; the Employer may identify potential "Retailer(s)" to assist the OJT Service Provider and/or Trainee with knowing where to purchase the items; and "Purchaser" is either the Employer, OJT Service Provider or Trainee).

Tools/Equipment	Quantity	Anticipated Cost	Retailer(s)	Purchaser

3. AUTHORIZED SIGNATURES

THE PARTIES TO THIS AGREEMENT UNDERSTAND AND ACCEPT THE CONDITIONS AS SET FORTH HEREUNDER.

Trainee Printed Name

Trainee Signature

Date

Employer Printed Name

Employer Signature

Date

OJT Provider Printed Name

OJT Provider Signature

Date

ON-THE-JOB TRAINING PARTICIPANT FILE DOCUMENTATION CHECKLIST

All documentation relative to the development of the participant's OJT Training Plan must be documented in the participant's file, including:

- WIOA eligibility documentation**
- Objective Assessment**; all other applicable assessments. An individual's need for OJT is established by documenting their deficiency in occupational skills during the assessment process. The decision to place a participant into an OJT must be based upon an assessment of the skills, knowledge, attitudes, and behaviors. An individual may be placed in OJT only when assessment, testing, and/or individual counseling indicate a need for and ability to benefit from the training specified in the OJT agreement.
- Individual Service Strategy (ISS)/Individual Employment Plan (IEP)** The case file must contain determination of need for training services under [20 CFR 680.220\(b\)](#) as identified in the IEP/ISS ([20 CFR 680.180](#)). The IEP/ISS documentation of a participant's appropriateness for OJT is required prior to referral to an Employer for OJT placement. The IEP/ISS must also identify potential supportive services the participant may need to successfully participate in the OJT. This is no different than the processes used to determine any participant's ability to benefit from training services – an OJT is simply another training vehicle.

The IEP/ISS must include, at a minimum, the following elements:

- Participant name;
 - Date plan was initiated;
 - Current/prior educational status;
 - Current/prior work history and experience;
 - Assessment of participant's skills and interests;
 - Assessment results for basic math and reading skill levels and aptitudes;
 - Short-term and long-term educational and occupational goals;
 - Identification of barriers to employment that hinder the participant's ability to find and maintain unsubsidized employment;
 - A plan of action to overcome barriers to employment to include specific services that the participant will receive from the WIA Service Provider or another provider;
 - Determination of the participant's supportive service needs;
 - Participant and WIOA Service Provider signature and date.
- Case notes**, in compliance with [WFC Case Note Policy](#), to include justification for the OJT position in the industry/occupation the Trainee is placed (must be in demand or a growing industry and Trainee's progress during the OJT training and retention periods)
- Job description** and related DOL/O*NET reports to support training duration (SVP)
- Training Plan**, plus any [Supplemental Training Plans](#) and/or **Training Plan Modifications**. Copies in the file must be signed by all parties-the Employer, the Trainee and the OJT Service Provider
- OJT Contract** and [Contract Modifications](#) if applicable
- OJT Evaluations/Trainee Progress Reports; Employer monitoring reviews**
- [Reimbursement Invoice](#) and applicable supporting documentation

ON-THE-JOB TRAINING (OJT) EMPLOYER FILE DOCUMENTATION CHECKLIST

All OJT Service Providers are required to keep an individual file on each OJT Employer. Employer files must be made available for federal, state and/or local monitors for compliance review.

The file should include:

- [On-the-Job Employer Checklist](#) and documentation related to any issues that required resolution prior to approving the Employer;
- Job Descriptions** for covered positions;
- [OJT Contract](#) and [Contract Modifications](#) if applicable;
- [Training Plan\(s\)](#), plus any [Supplemental Training Plans](#) and/or **Training Plan Modifications**. Copies in the file must be signed by all parties to include the Employer, the Trainee and the OJT Service Provider;
- OJT Evaluations/Trainee Progress Reports; Employer Monitoring Reviews;**
- [Reimbursement Invoice](#) and applicable supporting documentation;
- Corrective Action** documents and follow-up documentation, if applicable.

ON-THE-JOB TRAINING EMPLOYER MONITORING GUIDE

The purpose of this review is to assess the effectiveness of OJT activities and general compliance with the terms of the OJT Contract while the Trainee is actively engaged in the OJT. This interview guide is intended to be used primarily with the person supervising the OJT Trainee. The primary concern is whether training, pay, and benefits are being provided in keeping with WorkForce Central’s agreement with the Employer.

Date of Review:	Name of Reviewer:
Employer Representative Interviewed:	Position:
How did you become involved with OJT?	
Are you familiar with the Contract between your company and WorkForce Central?	
How were the length of the training period and Trainee pay and benefits determined?	
Does the training outline in the OJT Contract accurately state the skills to be mastered? Explain.	
Is the Trainee making satisfactory progress in learning the new occupation?	
<ul style="list-style-type: none"> • How are you able to measure this? 	
<ul style="list-style-type: none"> • Who is the person most responsible for training this participant? 	
<ul style="list-style-type: none"> • How does the Trainee know how well he/she is doing? 	
Do you expect to retain this Trainee after the OJT period is completed?	YES <input type="checkbox"/> NO <input type="checkbox"/>
<ul style="list-style-type: none"> • If not, please explain. 	
Do you have any concerns about the Trainee, OJT, or anything else?	

ON-THE-JOB TRAINING TRAINEE MONITORING GUIDE

The purpose of the interview is to obtain the Trainee’s perception of his/her OJT experience while the Trainee is actively engaged in the OJT. The Trainee should be interviewed privately.

Date of Review:	Name of Reviewer:
Trainee Interviewed:	OJT Training Dates:
<hr style="border: 2px solid black;"/>	
How did you find out about the job here?	
<ul style="list-style-type: none"> What steps did you take before you began on-the-job training? 	
Describe the training you are receiving. What have you learned?	
<ul style="list-style-type: none"> <i>(Show Trainee the Training Plan.)</i> Does the training match the Training Plan approved at the beginning of training? 	
Who is the person most responsible for your training?	
<ul style="list-style-type: none"> What methods does he/she use to teach the necessary skills? 	
How do you know how well you are doing on the job and in training?	
Are your pay and benefits what you expected?	
<ul style="list-style-type: none"> If not, in what way are they different? 	
How is your time on the job recorded?	
Do you have any concerns about the job, working conditions, Employer, or anything else?	

ON-THE-JOB TRAINING TRAINEE PAYROLL RECORD MONITORING GUIDE

This form is used independent of the normal invoicing. Its purpose is to conduct an independent verification of the Employer's record keeping while the Trainee is actively engaged in the OJT.

Date of Review:	Name of Reviewer:
Participant Name:	
Position Title:	Date of Hire:
Pay period (i.e. weekly, bi-weekly, semi-monthly, etc.)	
Pay actually paid per pay period (from payroll records)	
Benefits paid per pay period (state amount and type)	
How and by whom are time and attendance records kept?	
On what dates was Trainee absent (A) or late (L)?	(A) (L)
Is there adequate documentation of Trainee progress?	
If yes, what does this documentation indicate?	