

## **WIOA On-The-Job Training (OJT) Policy**

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### **Policy Memorandum 16-03, rev. 1**

Date: September 17, 2024

To: All WIOA Service Providers

Purpose: To provide guidance to contractors (service providers) utilizing On-The-Job Training (OJT) services for eligible clients.

Rescissions: 16-03, WDB approved June 8, 2016

References: WIOA Section 3(44); WIOA Section 134(c)(3)(h)

### **Background:**

On-the-Job Training (OJT) is training by an employer given to a participant who, after objective assessment and in accordance with the Individual Employment Plan (IEP), has been referred to and hired by the employer following the development of an agreement with the employer to provide occupational training in exchange for partial reimbursement of the employer's extraordinary costs.

OJT occurs while the participant is engaged in productive work that provides knowledge and skills essential to full and adequate performance on-the-job. OJT may be sequenced with or accompanied by other types of training such as classroom training or literacy training.

### **Policy:**

#### **A. OJT Recruitment**

WIOA Service Providers will assume primary responsibility for outreach and recruitment of potential WIOA OJT trainees. Information on the availability of Workforce Santa Cruz County Job Seeker services at the Career Centers as well as information about WIOA program eligibility and training opportunities accessed at the full service Career Center are to be included in the outreach efforts. All promotional materials for the OJT program must have prior approval by WDB Contract Analyst and include the statement "*funded by the Workforce Development Board of Santa Cruz County and the County Board of Supervisors*", and contain language consistent with the Americans with Disabilities Act requirements. Additionally, outreach and recruitment tools developed by the Contractor will be in English and Spanish.

The recruitment strategy will promote the benefits of training, the upward mobility potential and advancement opportunities. These may include strategies for incumbent workers, local employers for entry-level positions, open houses, presentations to employers, press announcements, and advertisements.

A description of OJT employment training opportunities will be included in customer orientations at the full service Career Center and WIOA Service Providers will refer potential participants for an OJT based on the needs and interests of the participant.

#### **B. OJT Job Search Activities**

WIOA Service Providers shall provide each participant with active assistance in seeking the OJT employer who will agree to training and employment. Additionally, job development selections and referrals will be related to the participant's goal as stated on the Employment Plan.

The *Individual Employment Plan* and assessment documents on record may include the following information:

- personal information (with participants signed release)
- Interests, skills and work readiness information

- educational and employment history
- financial situation as it relates to employment goals
- short and long term employment goals
- barriers to employment / advancement and plan to mitigate barriers
- physical accommodations related to employment needs

### C. Identifying OJT Employers

Outreach to business and employers will be conducted throughout Santa Cruz County. WIOA assigned staff will seek to identify and work closely with successful employers that offer outstanding employment opportunities including company sponsored training, benefits (health, and other), promotional opportunities, and stable employment. For limited English proficient participants, WIOA Service Providers will identify appropriate employers.

Selection of an employer for an OJT contract requires that employers shall have:

- Federal and state tax identification numbers;
- Workers' compensation insurance;
- Reasonable business history and business license;
- Identifiable job with corresponding equipment, materials and supervision to perform the training;
- Ability to commit to skill training outline;
- Ability to enhance marketable skills of OJT employee;
- Ability to support assurances of OJT contract;
- Ability to transition the OJT employee into permanent (more than six months) unsubsidized employment upon completion of training;
- Accounting system that allows for tracking of OJT employee salaries and invoicing procedures; and
- A past performance with OJT contracting (if applicable) that did not indicate serious deficiencies in their ability to train and transition participants.

### D. Employer Contracts

The WDB approved *OJT Employer Contract* form shall be used. All OJT contracts with employers are to begin between **July 1 and May 1 of each program year**. Contracts are to end by June 30<sup>th</sup> unless approval has been received from the WDB Analyst to extend training into the next fiscal year. WIOA Service Providers will be responsible for assuring that the:

- OJT contract is well matched to the participant's occupational interest
- OJT placements are matched to the participant's required working conditions
- OJT position is matched to the participant's financial situation
- OJT training is well matched to the skills the participant needs to acquire in order to continue in on-going unsubsidized employment.

Specific OJT prerequisites are established by individual employers and participants who have some aptitude for a specific occupation can be placed into an OJT even though they lack the basic education. All contracts will include a job specific training plan, using the ONET occupations and related job descriptions. The Standard Vocational Preparation (SVP) code and the participant's education and work history will be used as a guide in determining the length of each participant's OJT contract.

The length of training time shall not be less than 240 hours and shall not exceed six (6) months or 1040 hours, OJT contracts will be for full-time employment (30 hours or more per week). Employers with whom OJT contracts are written will be reimbursed from the WDB's training account for extraordinary costs associated with training at a rate not to exceed 50% of a participant's wages during the OJT contract period. All skill training will be provided by the employer as specified in the *OJT Employer Contract*.

Contracts will be written with employers that have not been seriously deficient in their conduct or participation in any U.S. Department of Labor program, State of California, or Santa Cruz County Employment and Training program. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. To the extent that a State Workers' Compensation law is applicable, benefits in accordance with such law shall be available with respect to injuries suffered by participants. All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work. For unionized employers, compliance with collective bargaining agreements will be observed and signatures of concurrence obtained.

#### E. Job Site Monitoring

WIOA assigned staff will visit the worksite monthly to assess training progress and monitor the validity and propriety of amounts claimed for reimbursement. Monitoring visits, and all other contacts with either the participant or the employer related to training will be documented in CalJOBS case notes. WIOA Service Providers will document site visits using an OJT Monthly Progress Report. This report will be completed and signed by the participant's supervisor AND the participant each month. A copy of the Progress Report, will be given to the employer, and uploaded to CalJOBS. Claims submitted to the County are to be substantiated by copies of payroll ( **i.e. documentation used by the employer to determine the amount to be paid to the participant for a set pay period** ) and time and attendance records.

#### F. Follow-up and Retention Services

Participants and OJT employers will be surveyed and provided a customer satisfaction feedback form for their completion to rate the OJT services and program. A summary of the feedback will be provided to the WDB Service Providers via a Final Service Report by July 30<sup>th</sup> following the end of the program year.

The WIOA Service Provider must input the required information into the State's CalJOBS system for all OJT activity.

The WIOA Service Provider is responsible for completing the training agreement, obtaining progress reports, assisting clients with placement in a job, and conducting follow-up. WIOA Service Providers must maintain contact with clients to help assure successful participation and completion. Case-notes are required to be updated in CalJOBS on a monthly basis at a minimum throughout the training period to document program progression.

#### G. Priority of Service Policy

WIOA Staff will implement the WDB's *Priority of Service Policy* for designated populations of WIOA customers/applicants for those interested in individualized career services and training services.

#### H. Supportive Services

WIOA Staff will arrange for supportive services during training and employment to eliminate barriers and improve retention according to the WDB's *Supportive Service Policy*. This may include work clothing, tools, childcare, finger printing, and transportation assistance. The need for supportive services will be documented in the Employment Plan or Career Advancement Plan, as well as Cal JOBS case notes. The need will be revised as needed. Supportive services are paid based on an approved invoice and backed up by receipts and/or provider signatures. Using the CalJOBS Advanced Individual Fund Tracking (AIFT) system, WIOA Staff will track Supportive Service amounts authorized and stay within budget allocation and the WDB *Supportive Service Policy*.

Supportive Services claims will be submitted on a monthly basis but no later than 30 days after the conclusion of the training activity.

#### I. Exception to policy

Under special circumstances, on a case-by-case basis and with proper justification, WIOA Service Providers could request an exception to this policy. WIOA Service Providers should submit a Policy Exception Memo (Attachment I) with the explanation and justification for the exception to the WDB Sr. Analyst, with a cc. to the WDB Director.

There will be a fiscal monitoring mechanism in place so as not to exceed the annual budgeted amount. Contractor shall create a CalJOBS case note entry to justify any authorizations exceeding the policy amount.

**Action:** All WIOA Service Providers shall comply with the attached OJT policy. This policy memorandum is on-going and effective immediately.

**Inquiries:** Any questions regarding this policy memorandum may be directed to the WDB Director.

**Attachments:**

- I. Exception Memo

This policy authorized by: the Executive Committee of the Workforce Development Board on September 25, 2024 and Workforce Development Board, October 30, 2024

**POLICY EXCEPTION MEMO**

DATE:

TO: Workforce Development Board Director:

FROM: WIOA Service Provider:

SUBJECT:  Exception to ITA Limit Policy  
 Exception to Supportive Service Limit  
 Exception to WIOA A/DW Policy:  
 Exception to WIOA Youth Policy:

Participant last name, first initial:

State ID#:

Vocational Goal:

Explanation:

Labor market demand

Hardship of individual:

Other: *Explain in comment section below*

Comments:

WIOA service provider supervisor:

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Authorized Signature

Workforce Development Board Staff Approval:  Yes  No: *Explain in comment section below*

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WDB Director and/or Designee Signature

Comments:

Return original to sender for participant's case file.