



# CENTRAL OKLAHOMA WORKFORCE INNOVATION BOARD

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## On-The-Job (OJT) Policy

*Pursuant to 20 CFR, Parts 680.700 Through .730 & TEGL 19-16*

**Approved and Published: August 2022**

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**PURPOSE:** To establish a local policy on the use of On-the-Job Training (OJT) activities as a strategy for increasing the employment, retention, and earnings of workers in the Central Oklahoma region.

*The Central Oklahoma Workforce Innovation Board (COWIB) is the policy and guidance board for the Workforce Oklahoma system in Central Oklahoma. We are business leaders with a goal to establish a highly skilled, productive workforce in our 9-county area.*

*The Central Oklahoma Workforce Innovation Board (COWIB) complies with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, the basis of citizenship status or participation in a WIOA Title-1 financially assisted program or activity.*

<http://www.cowib.org/>



## On-The-Job (OJT) Policy

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***Pursuant to 20 CFR, Parts 680.700 Through .730 & TEGL 19-16***

**Approved and Published: August 2022**

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### Purpose

To establish a local policy on the use of On-The-Job Training (OJT) activities as a strategy for increasing the employment, retention, and earnings of workers in the Central Oklahoma Workforce Innovation Board area and for increasing the occupational skills attainment of customers of the Workforce Oklahoma system.

### Authority

The authority for this policy is derived from the following:

- WIOA §3(44)
- WIOA §134(c)(3)(H)
- 20 CFR, Parts 680.700 through .730
- TEGL 19-16
- WSD# 80-2024

### Background

On-The-Job Training (OJT) is a work-based training strategy available through the Workforce Innovation and Opportunity Act (WIOA) that provides for reimbursements to businesses to help compensate for the costs associated with skills upgrading and loss of production for the training of newly hired employees. Through an OJT contract with an employer in the public, private non-profit, or private sector, occupational training is provided for the WIOA participant in exchange for the 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.

### Federal & State Policy

#### On-the-Job Training Contract Requirements (20 CFR, Section 680.700)

- (b) OJT contracts under WIOA title I, must not be entered into with an employer who has received payments under previous contracts under WIOA or WIA if the employer has exhibited a pattern of failing to provide OJT participants with continued long-term employment as regular employees with wages and employment benefits (including health benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work.
- (c) An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's IEP.

#### Other Requirements:

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- From §680.830 – Funds provided to employers for work-based training must not be used to directly or indirectly assist, promote, or deter union organizing.
- From §680.640 – Funds provided to employers may not be used to directly or indirectly aid in the filling of a job opening which is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.

### On-the-Job Training Contract Requirements (20 CFR, Section 680.710)

OJT contracts may be written for eligible employed workers when:

- a) The employee is not earning a self-sufficient wage or wages comparable to or higher than wages from previous employment, as determined by Local WDB policy;
- b) The requirements in §680.700 are met, and;
- c) The OJT relates to the introduction of new technologies introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the Local WDB.

### Currently Employed Workers with the Same Employer

A currently employed worker may be placed into an OJT with the same employer when:

- a) The employed worker meets WIOA eligibility requirement; and
- b) Requirements in §680.700 are met; and
- c) Requirements in §680.710 are met;

As a result of successfully completing the OJT, the employed worker is required to receive:

- An upgrade to a new position
- A wage increase

### Conditions Governing OJT Training Payments to Employers (20 CFR, Section 680.720)

- a) OJT payments to employers are deemed to be compensation for the extraordinary costs associated with training participants and potentially lower productivity of the participants while in OJT.
- b) Employers may be reimbursed up to 50 percent of the wage rate of an OJT participant.

### Local Policy

It shall be the policy of the Central Oklahoma Workforce Innovation Board (COWIB) and its Board of Local Elected Officials (LEO) that all WIOA Title I-funded services shall be delivered in a manner that fully complies with the WIOA law and regulations.

To accomplish this, the COWIB will support the development of a limited number of training partnerships with Central Oklahoma businesses. The partnerships will be formalized in a series of On-the-Job Training Agreements. The Agreements will define the terms and conditions under which WIOA grant funds may be used to reimburse each employer for the extraordinary costs of providing on-the-job training to workers who are eligible for WIOA program assistance.

### General Requirements and Guidance

#### Employer Eligibility

In general, employers are eligible to participate as OJT employers if they have openings in occupations that meet the COWIB's criteria. Employers selected as OJT contractors must meet the following program guidelines:

- Must provide information such as an IRS Employer Identification number to demonstrate that they are a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate worksite; and
- Must not be involved in a current labor dispute and must not have a history of frequent layoffs; and
- Must not utilize an OJT contract to displace currently employed workers or to reduce the hours of those employed workers below their normal schedule; and
- OJT contracts cannot be written for a position in which a worker is currently on layoff or for a position which will deny a current worker promotional opportunities; and
- If the employer was previously involved in an OJT training program or similar activity, prior performance will be utilized to assist in determining contract approval.
- The employer is required to certify his / her intention to retain the trainee after the subsidized training period if the trainee accomplishes the stated training goals outlined in the OJT contract.
- Trainees hired under this program will be subject to the same personnel policies, rules and regulations, and accorded the same benefits as the other employees of the company.
- Employers must carry Workers' Compensation insurance and make Federal and State Tax withholdings as required by law. In addition, the individual trainee payroll tax records and receipts for services (if applicable) must be maintained and available for review for a minimum period of three years after the end of the training period.
- The employer must comply with requirements of the Civil Rights Act with respect to equal opportunity in employment for the OJT position as well as comply with all federal, state, and local laws. Please refer to 29 C.F.R. §38.25.

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- All employers are required to have a grievance process in place, and shall follow the grievance process in all matters related to the OJT trainee.
- Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws (including but not limited to health and safety laws), and be appropriate and reasonable regarding to type of work undertaken and the proficiency of the participant.
- If the employer operates under a collective bargaining agreement, the wage and benefits must be those specified in that union agreement and the job opening must be cleared with the appropriate union.
- Employer certifies that no person was displaced as a result of relocation of the current business during the immediate 120 days previous to the signing of the OJT Agreement.
- The OJT occupation must not involve religious or political activity.
- The OJT must be conducted at the employer's place of business or another site, and may not be subcontracted.
- The OJT employer must certify that neither the employing company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation by any federal department or agency.
- The OJT agreement will provide that the employer will maintain and make available time and attendance, payroll, and other records to support amounts invoiced and reimbursed under OJT contracts.
- No individual may be employed in an OJT position if a member of his / her family is engaged in an administrative capacity with the OJT employer, including any person involved with the selection, hiring, placement or supervision responsibilities for the OJT trainee.

### OJT Development and Outreach

OJT development will begin through an outreach process in which potential qualified employers are identified and OJT contracts are written.

Employer outreach will be a joint responsibility of:

1. The COWIB's One-Stop Operator;
2. Other WIOA Title I Service Providers in the Central Oklahoma area; and
3. COWIB Business Services

The One-Stop Operator in conjunction with the service provider will assure that properly-trained staff members are assigned to the task of engaging qualified employers. The One-Stop Operator in conjunction with the service provider will develop effective outreach tools and protocols that are appropriate to the needs of Central Oklahoma businesses. To the extent possible, all outreach methods and materials will be designed from a business perspective. Outreach activities should be delivered in a manner that highlights the benefits of properly-designed structured OJT activities. The COWIB's Chief Executive Officer will have the ultimate authority to approve all outreach methods, materials, and tools.

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### Previous OJT Agreements

Whenever it is determined that an eligible employer has participated in a previous OJT Agreement with the COWIB or with another local workforce investment board, a review of the performance of the contract will be performed.

The COWIB's Board Staff or Service Provider will:

- Obtain the dates and contract number(s) of the OJT Agreement(s); and
- Review available information regarding the status of participants trained under these contracts.

Information used to determine the employer's past performance will include:

- Dates of prior participation;
- Number of OJT participant(s);
- Number who completed training;
- Number of participant(s) who retained employment at the end of the contract period;
- Wage information; and
- Current employment status of the participant(s).

If the retention rate was lower than expected, the employer will be asked to provide an explanation that will justify a lower retention rate compared to other similarly situated employees. For example, participants may have quit voluntarily or may have been terminated for cause or unforeseeable changes in business conditions. It must be explained to the employer that it is expected that the OJT participant will be retained at the end of the OJT contract providing all terms have been met.

NOTE: The COWIB will not approve a contract 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.

### Eligible Job Openings (Vacant Job Positions)

As noted earlier in this section, the COWIB's structured OJT program is directed at employers who have job openings in high-growth, high-demand occupations in targeted industry clusters.

To be precise, the COWIB's policy and procedures refer to:

- A design to "promote" OJT contracts in targeted industries; and
- An intention to "direct" OJT outreach activities at employers who have job openings in such areas.

As a matter of clarification, our policy and procedures do not prohibit OJT contracts with employers who have job openings outside of the targeted industry clusters identified by the COWIB. Furthermore, we



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do not restrict ourselves exclusively to occupations that may be described as, “high-growth, high-demand”.

Consequently, we will encourage our WIOA service providers to “promote” OJT contracts with employers in targeted industries. In a general sense, we will “direct” contract development activities among those industry sectors. However, our policy does not preclude additional outreach and contract development in non-targeted sectors. In this sense, a pragmatic approach is called for. The COWIB will support OJT contracts that will lead to unsubsidized employment – even in occupational classifications that aren’t recognized as “high-growth” high-demand.” The primary consideration is that the employer must have a vacant job position.

The Eligible Job Opening must conform to the following guidelines:

- There must be a written job description, including a statement of the minimum qualifications for the position.
- The work to be performed in the position must not be seasonal, intermittent, or temporary.
- The position must have a regular work schedule of at least 32 hours of work per week. (If below, document justification.)
- The position must be associated with an occupational classification with a Specific Vocational Preparation (SVP) time of at least 30 days. (SVP, as defined in Appendix C of the *Dictionary of Occupational Titles*, is the amount of lapsed time required by a typical worker to learn the techniques, acquire the information, and develop the facility needed for average performance in a specific job-worker situation.” Source: O\*Net Online
- The OJT period must not exceed 1040 hours or income breakdown
- Compensation for the individual hired into the position must be described in terms of a salary or hourly wage. Earnings in the form of a commission are permitted. However, neither commissions nor tips nor piecework should be the primary source of compensation for the employee. **Employer Reimbursement for OJT will be based on either salary or hourly wages.**
  - For an employee 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 for 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 ensure that reimbursement will never exceed the percent of the wage paid for training. (Note: When 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 employee’s gross pay or the same prorating method.)
  - Converting a monthly salary into an hourly wage rate: Use the following procedure for converting monthly salaries into an hourly pay rate to ensure the training payment does not exceed the contracted amount.

Example: [\$4,000/month] × [12 months] = \$48,000 annual salary

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$[\text{Standard 40-hour work week}] \times [52 \text{ weeks}] = 2080 \text{ hours per year}$

$[\$48,000 \text{ annual salary}] \div [2080 \text{ hours}] = \$23.07/\text{hour}$

### Prohibited Occupations

OJT contracts shall not be written for the following occupations:

- Occupations that have not traditionally required specific occupational training as a requirement for employment. For example, low-skill jobs would be excluded, especially those that require only a short orientation to the job or only a minimal amount of work experience.
- Occupations with a substantial number of able unemployed workers in the local labor market.
- Occupations that have an “SVP” training time of more than 12 months – unless the OJT trainee has substantial related experience so that proficiency in the occupation can be attained within a reasonable training time. For example, if the qualifications for the job include possession of a professional license or completion of a post-secondary degree, then it is likely that the position is ill-suited for On-the-Job Training.
- Occupations involving religious activities.
- Occupations related to political, electoral, or partisan activities.

### Pre-Award Review

#### Employer Eligibility

After a potentially suitable employer has been identified, a pre-award survey must be conducted prior to the writing of an OJT contract in order to verify that the employer is eligible for an OJT contract.

Ideally, the review should be completed before any potential trainees are referred to the employer for possible participation in an OJT activity.

The review should be conducted by an independent evaluator. That is, it must be completed by a staff person other than the individual who was responsible for the initial outreach to the employer.

At a minimum, the review will contain the following information:

- Is the employer a “relocating establishment?” That is, have any of the employer’s operations been relocated within the last 120 days resulting in a loss of employment for any employee at the original location?
  - 20 CFR §683.260 – WIOA funds may not be used or proposed to be used for:
    - The encouragement or inducement of a business, or part of a business, to relocate from any location in the United State, if the relocation results in any employee losing his or her job at the original location
    - Customized training, skill training, on-the-job training, incumbent worker training, transitional employment, or company specific assessments of job applicants for employees of any business or part of a business that has relocated from any location in

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the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his or her jobs at the original location.

- Does the employer's accounting system document payroll, payroll deductions, and the hours worked?
  - Employer must demonstrate financial accountability in securing and implementing an OJT contract.
  - Pay stubs must include the client's name, pay period dates, hours worked, and rate of pay. If an employer's payroll system does not provide this information, a letter from the employer with the needed information attached to the paystub will suffice.
  - Financial stability in expending Federal training dollars is a factor in awarding OJT contracts.
- Will the On-the-Job Training activity be carried out at the employer's place of business?
  - OJT must be conducted at the employer's place of business or another site, and may not be subcontracted.
- Does the employer have a skilled worker available who is able to function in the role of OJT instructor?
- Is the worksite safe and sanitary?
- Have there been any wage and hour, or child labor law violations in the past twelve (12) months?
  - OJT training shall not be conducted at worksites where adequate provisions have not been made for the OJT participant's occupational safety and general health
- Is there a written job description for the proposed OJT position?
- Are the minimum qualifications for the position included in the job description?
- Is the position full or part-time?
  - Occupations must require at least 32 hours of work per week and should enhance the worker's opportunity to achieve self-sufficiency.
- Is the position permanent, temporary, or seasonal?
  - Occupation must not be seasonal, intermittent, or temporary.
- What is the turnover history for workers in this position during the past year?
  - The COWIB will not approve a contract 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.
- Has the employer reduced its workforce with the intention of filling the vacancy(ies) with the individual(s) receiving training through an OJT Contract?
  - COWIB will not permit an OJT Contract if there is the appearance that an employer's workforce has been reduced in anticipation of filling vacancies with OJT trainees.
  - COWIB will not permit an OJT Contract that results in the displacement of a currently employed worker.

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- Are wages and fringe benefits for the position equivalent to similar positions with the employer?
- What about any similar positions in the labor market?
  - Contracts will not be written with employers who do not 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.
- Does the position pay a commission?
  - Occupations written in the OJT contract must not involve payment in the form of commissions, tips, or piecework as the primary source of reimbursement to the OJT participant.

All COWIB Service Provider staff will use the OJT Employer Pre-Award Forms, (Attachment A) to provide documentation of the new or expanding establishment. The OJT Employer Pre-Award Forms contains two parts: the **OJT Pre-Award Checklist**, and the **Pre-Award Review Form**. The review form includes seven statements that the employer must attest to. In addition, the employer must sign a statement agreeing to “defend, indemnify, and save” the state of Oklahoma and other parties from “liability, loss, damage...,” etc.

If the employer is unable or unwilling to sign the State-Mandated Pre-Award Review Form, then no contract can be executed.

### Employer Orientation

As an integral part of the employer outreach and eligibility review process, the Service Provider will provide an orientation to the employer regarding the purpose of the OJT program, the terms of any eventual contract, and other topics. The Service Provider will also provide an OJT Orientation Handbook which outlines important program details.

The employer orientation will be designed to ensure that the OJT employer understands:

- The contract terms;
- The purpose of the OJT (including the training plan);
- The best method of communicating with the service provider;
- The process of preparing and submitting the timesheet; and
- That the OJT participant must receive an orientation from the employer, which includes the employer’s expectations, training, and evaluation methods.

The orientation may be provided in segments or all at once in a single meeting / conversation / communication. Regardless of how the orientation is delivered, the employer will be offered the opportunity to ask questions and seek clarifications about program guidelines and requirements.

Documentation of the employer orientation must be maintained in the OJT Contract file. In Central

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Oklahoma, we will document the orientation by completion of an **OJT Employer Orientation Form**. A copy of the form is given in Attachment B.

### Training Plan

The COWIB supports investments in structured OJT activities that can be expected to improve the productivity, employment, retention, and earnings of workers in the Central Oklahoma area.

A central feature of the structured OJT activity is the Training Plan. (Attachment C) A Training Plan will be prepared and included as a part of each OJT Agreement.

OJT involves the acquisition of specific skills and employment competencies, through exposure in an actual work setting, to the processes, work tasks, tools and methods of a specific job or group of jobs. Therefore, the participant's starting capabilities should be carefully measured against the skill requirements for job.

### Expected Training Duration

The Training Plan must be limited to the period of time required for a customer to become proficient in the job for which the training is designed. In determining the appropriate duration of training, consideration should be given to:

- The skill requirements of the job;
- The academic and occupational skill level of the customer;
- Prior work experience; and
- The customer's Individual Employment Plan.

In most cases, it will not be possible to precisely define Training Duration without knowing the specific knowledge, skills, and abilities that are possessed by the OJT Training Candidate – that is, the individual who is being considered for the OJT position. Even so, the Training Plan should describe the expected duration of training – presuming that the OJT Candidate does not possess any special knowledge, skills, or abilities that are particular to the job.

To assure that the length of the proposed training is reasonable, the COWIB will require the Training Duration to be justified – that is, it must be validated by comparison with an objective industry standard. Comparative standards may be derived from a number of sources, such as:

- Industry associations / organizations;
- Approved apprenticeship programs; and/or
- Dictionary of Occupational Titles / Specific Vocational Preparation levels, as published by the U.S. Department of Labor.

As a minimum requirement for validation, the Specific Vocational Preparation (SVP) Code for the OJT occupation must be considered. The COWIB has determined that the SVP formula provides a useful

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benchmark or point of comparison in developing a Training Plan.

Therefore, it will be used in determining the appropriate length of On-the-Job Training. However, it should not be the sole tool used in determining how much training a participant requires in order to be a productive employee.

**The SVP Approach.** The Specific Vocational Preparation (SVP) procedure assists in the justification of the length of the training because it uses a recognized point of reference – the “Job Zone” description that is standard for more than 800 occupations included in the Department of Labor’s O\*NET online database.

The following steps are essential to the SVP approach:

- Refer to the written job description for the proposed OJT position. If none exists, write one based on the employer’s verbal description. Ask supervisors and current employees holding the job to review it for accuracy.
- Access the O\*NET online database at: <https://www.onetonline.org/>
- Click on the “Find Occupations” link.
- Use the “Search” feature of the O\*NET system to find the O\*Net Code which corresponds most closely to the job title for the proposed OJT position. A word, phrase, or title may be entered into the “Search” function in order to find a suitable O\*Net occupational code. The O\*NET system permits you to conduct your search on the basis of Keyword, Job Family, High Growth Industry, O\*Net Descriptor, or other parameters.
- Determine the most suitable O\*Net occupational code for the proposed OJT position. Use the code which most accurately describes the job under analysis.
- After determining the O\*Net code for the OJT position, refer to the Summary Report for the selected occupation. Within the Summary Report, find the “Job Zone” description. A Job Zone is a group of occupations that are similar in terms of the workforce preparation that is required to perform the work.
- Within the Job Zone description, find a listing of the SVP level for the occupation.

**About SVP Levels.** The SVP level provides a numerical code (1 – 9) which provides guidance on the length of training required to learn the job. This can be training, education, experience or some combination.

Here’s how O\*Net Online website addresses the topic of SVP levels:

“Specific Vocational Preparation is a component of Worker Characteristics information found in the Dictionary of Occupational Titles (U.S. Department of Labor, 1991).”

“Specific Vocational Preparation, as defined in Appendix C of the Dictionary of Occupational Titles, is the amount of lapsed time required by a typical worker to learn the techniques, acquire the information, and develop the facility needed for average performance in a specific job- worker situation.”

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

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

- (1) Vocational education (high school, commercial or shop training, technical school, art school, and that part of college training which is organized around a specific vocational objective)
- (2) Apprenticeship training (for apprenticeable jobs only)
- (3) In-plant training (organized classroom study provided by an employer)
- (4) On-the-job training (serving as learner or trainee on the job under the instruction of a qualified worker)
- (5) Essential experience in other jobs (serving in less responsible jobs, which lead to the higher-grade job, or serving in other jobs which qualify).

O\*Net Online gives the following explanation of the various levels of specific vocational preparation:

Level	Time
1	Short demonstration only
2	Anything beyond short demonstration up to and including 1 month
3	Over 1 month up to and including 3 months
4	Over 3 months up to and including 6 months
5	Over 6 months up to and including 1 year
6	Over 1 year up to and including 2 years
7	Over 2 years up to and including 4 years
8	Over 4 years up to and including 10 years
9	Over 10 years
Note: The levels of this scale are mutually exclusive and do not overlap.	

The COWIB has a policy of investing in OJT training activities for job positions that have a Specific Vocational Preparation (SVP) time of 30 days or longer.

Consequently, an Eligible Job Opening must generally have an SVP Level of 3, 4, or 5.

The following conversion chart is designed to translate the O\*NET Online training guidelines from months to hours. This chart is a statement of the typical duration of training that is required for a worker to become proficient in a job with an SVP level of 3, 4, or 5:

SVP LEVEL	Maximum Hours	Length in Weeks
3 or under	520	13 weeks
4	1040	26 weeks
5	2080	52 weeks

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Hourly Compensation	Maximum Hours	Length in Weeks
Minimum Wage – \$11.99	520	13 weeks
\$12.00 - \$14.99	800	20 weeks
\$15.00+	1040	Max = 26 weeks

The SVP formula provides a useful benchmark in developing a Training Plan; however, it should not be the sole tool used in determining how much training a participant requires in order to be a productive employee.

Other sources to consult in determining the appropriate duration of training include:

- Industry associations / organizations;
- Apprenticeship training programs for the same or a similar occupation;
- Training manuals used by companies or equipment suppliers; and/or
- Local Career Tech representatives who can provide information about the customary length of time required to learn a particular skill or task.

### *Adjusting the Length of Training for an Individual OJT Candidate*

The SVP provides guidance in estimating the amount of time required to learn the skills and develop the abilities to perform the job in which the trainee has been placed. It is something of a “blunt instrument”, however, because it does not account for the training and/or education an OJT Training Candidate may already possess from prior employment and/or from life experiences. Many workers bring with them “transferrable skills” that may be related to the abilities required for an OJT training occupation.

To account for an OJT Candidate’s previous work experience and training, an adjustment procedure is needed.

Through experience, COWIB has determined that there is no easy way to adjust the length of training required for an individual OJT Training Candidate. Each worker possesses a unique history of training, work experience and educational credentials. And, even though the O\*Net system provides a valuable classification system for occupational titles, it is not appropriate to presume that two workers in the same job classification are identical in terms of knowledge, skills, or abilities.

Therefore, when considering how to adjust the length of OJT training for an individual trainee, COWIB does not endorse a cookie cutter approach.

Rather, we will require a written justification to be prepared and entered into the contract file. The justification does not need to be lengthy or elaborate. However, it should – within the scope of a one-page document or less -- provide a rationale for the length of training.

The justification should describe any related work experience possessed by the OJT Training Candidate as well as any related training and education. If possible, it should describe how this training / education / work experience is relevant to the specific job in the proposed OJT contract. The determination of the proper duration of the training may be made in consultation with the OJT Employer as part of the



## COWIB OJT Policy

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contract negotiation process.

The justification should offer a convincing rationale – so that a prudent person reviewing the adjustment decision would be reasonably satisfied that an honest attempt was made to determine the proper length of training.

In order to determine which jobs are “related” to the OJT Training occupation, the resources of the O\*Net Online website should be used:

- Refer to the O\*Net Summary Report for the selected OJT Training occupation.
- Within the Summary Report, find a listing of “Related Occupations.”
- Compare the list of Related Occupations to the OJT Candidate’s work history and educational experience.

As defined by O\*Net, a “related occupation” is one which is similar to the selected OJT Training occupation based on knowledge areas, skills, abilities, work environment, and work activities.

It is the intent of this Policy that all OJT Training Plans will be written for skills that trainees do not already possess. Care must be given to check the trainee’s work history closely. In some cases, it may be necessary to interview the OJT Candidate in order to determine the specific skills that s/he possesses.

OJT Training Plans may be designed to prepare a worker to acquire:

- New Skills (not previously acquired); or
- Skills that are similar to, but not exactly aligned with, the Candidate’s previous experience. It must be documented that these skills are different, more difficult, or involve new tools or methods or processes - and are therefore required to perform the new job tasks of the OJT Training Position.
- COWIB recognizes that it may be appropriate to take into account a participant’s disability, if any – including any need for a training accommodation.

### Maximum Length of Training

The COWIB Policy allows the reimbursement of training costs for a maximum training time of 1,040 hours. The training may be provided over a training period not to exceed 6 months (26 weeks). Within this period of time the Training Plan must be completed.

As an additional factor for determining the maximum length of training, the COWIB Policy also considers the hourly rate at which the participant will be compensated. (This information is illustrated on pg. 14 in the hourly compensation table). If a participant is compensated at an hourly rate of:

- |                           |                                    |
|---------------------------|------------------------------------|
| • Minimum Wage to \$11.99 | Training shall not exceed 13 weeks |
| • \$12.00 to \$14.99      | Training shall not exceed 20 weeks |
| • \$15.00 +               | Maximum of 26 weeks                |

## COWIB OJT Policy

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Within the limits described above, the duration of training in an approved OJT Training Plan should include sufficient time for a worker to learn the tools, work methods, processes, etc., that are associated with the OJT occupation. The duration of training should include time for observation and practice of each task. It may not include time for the routine orientation to employment that is offered to new workers in a usual and customary manner. OJT training is intended to be over and above what an ordinary entry-level employee would receive.

### Participant Eligibility

An individual may be considered for an OJT when he/she has met the eligibility requirements for the youth, adult or dislocated worker program, and has been determined to be in need of a training service. Once deemed eligible, the individual will then receive an assessment and an Individual Employment Plan (IEP)/ISS (Individual Service Strategy) will be developed.

### Hiring (Selection of OJT Training Candidate)

The OJT Employer will have the final authority for hiring.

### Training Agreement / Contract (Attachment D)

The minimum elements required in the OJT Training Agreement / Contract are as follows:

- 1) Contract Number;
- 2) Example: CO-OK-001-19 (Local Area, County, First Agreement, Program Year)
- 3) Funding Source;
- 4) Trainee name;
- 5) Trainee wage;
- 6) Name, address and telephone number of the employer;
- 7) Employer identification number;
- 8) Training job title;
- 9) Training outline;
- 10) Definition of what constitutes successful completion of training, such as minimum number of hours to be completed, employer evaluation, and/or minimum mastery of skills;
- 11) Beginning and end dates, and hours of training to be provided;
- 12) Agreement on maximum allowable costs of training;
- 13) An assurance that the employer intends to retain the OJT participant upon satisfactory completion of training; if the employer does not retain the OJT participant – designated staff should document the justification for not retaining;
- 14) The rate of reimbursement. Employer is to be reimbursed for up to 50 percent, of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision; and
- 15) Collective Bargaining Unit Concurrence. (If Applicable)

## COWIB OJT Policy

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All general provisions of the agreement must be adhered to upon entering the agreement.

The agreement will be signed by the OJT Employer and will then be submitted to the Service Provider for review and approval. If approved by the Service Provider, a signed copy of the agreement will be returned to the employer. If not approved, the agreement will be returned with a message outlining the reasons for not approving the contract.

The OJT Agreement should be negotiated and should be understood by both employer and the OJT Training participant before the hire date. This is a safeguard to prevent the expenditure of WIOA funds on participants who would have been hired by the employer in the absence of training. If there is no program intervention on the participant's behalf or service to the employer or participant, no WIOA payment is justified.

### Individual Employment Plan (IEP)/ Individual Service Strategy (ISS)

The rationale for the OJT training, including duration must be entered into the participant's Individual Employment Plan / Individual Service Strategy (ISS). In Central Oklahoma, this requirement will be satisfied by entering:

- The Job Title of the proposed OJT position;
- The name of the proposed OJT employer (name of business);
- The proposed number of hours in the training outline; and
- A short statement describing the participant's suitability for this type of training.

### Employer Reimbursement

The payment terms of each OJT Contract will be negotiated. Before agreeing to a wage reimbursement rate for any contract, the COWIB's Service Provider will consider:

- a) The wage that is being offered by the employer
- b) Fringe benefits available to OJT participants after the date of hire;
- c) The amount of unobligated funds available to support OJT activities; and
- d) Other factors that the Service Provider considers to be relevant to the value of the training offered by the OJT employer.

### Contract Modifications

Modifications to the OJT contract may be made as needed through mutual agreement of the employer and the Service Provider. A sample Modification Form (Attachment E) is included in the forms section of this document.

The following instructions are to be used in completing the Contract Modification Form:

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- Include the contract number, funding source, and effective date as listed on the OJT contract.
- Indicate the effective date of the modification
- Describe the reason for the modification. (e.g. the funds obligated under this contract are hereby de-obligated because no trainees have been placed into the program. Or, the remaining funds obligated under this contract are hereby de-obligated because of the trainee's termination from the program – indicate termination date.)

A copy of the signed modification is to be sent to the employer and a copy will be retained in the contract file.

### De-Obligation of Contract Funds

From time to time, OJT contracts may require de-obligations for which a modification will be necessary.

When an OJT contract is written and becomes effective, a certain amount of funds become encumbered for the OJT employer. These funds remain unavailable for other use until such time as the contract is successfully completed, and therefore no longer available; or until such time a modification is written and becomes effective.

A modification to de-obligate encumbered funds in an OJT contract will be developed in the following circumstances:

- There is no activity in the OJT contract after two months from the effective date of the contract.
- The trainee terminates from the program prior to completing the entire OJT training.
- The end date of the contract occurs and there are training dollars unexpended.
- Under any circumstances that arise pursuant to the General Provisions the OJT contract.

### After the Contract is Signed

#### Contract File

Upon signature of the contract, and OJT Contract file will be created. The documentation listed below will be maintained in the file:

- Pre-Award Review Form (Attachment A);
- OJT Contract (original) (Attachment D);
- Employer Orientation Verification Form (signed) (Attachment B);
- Proof of Workers Compensation Insurance Coverage;
- Any modification to the contract (Attachment E);
- OJT Training Plan (Attachment C);
- OJT Training Outline (Attachment G);
- Training Time Documentation (Attachment H);
- Training Payment Invoices;

## COWIB OJT Policy

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- Monthly Performance Report (Attachment F)
- Monitoring reports, including problems, corrective action, and follow-up; and
- Participant level of completion or justification of the OJT participant's failure to satisfactorily complete training.

For Training Time Documentation, a note should be entered in the IEP/ISS. The IEP/ISS will describe the Job Title of the proposed OJT position; the associated O\*Net Code; the SVP level of the occupation, and any adjustments for previous education, training, experience, or disability, the proposed number of hours in the training outline, and a short statement describing the participant's suitability for this type of training.

The participant's successful completion of the OJT will be entered into the IEP/ISS at the conclusion of the participant's OJT training experience. It will include a statement describing the extent to which the participant successfully completed the training outline. It will also include an assessment as to whether the participant gained "...knowledge or skills essential to the full and adequate performance of the job." A note will be entered in service and training describing the OJT and at the end of the successful completion.

If the participant failed to satisfactorily complete the OJT training activity, an explanation of the failure will be described in the IEP/ISS. In particular, the IEP/ISS shall attempt to ascertain whether the failure was the fault of the OJT employer. If possible, the description should include statements from the OJT supervisor, the OJT participant, and/or any other persons who may have knowledge of the circumstances surrounding the failure of the OJT contract. A note will be entered in service and training describing the OJT and the reason for non-completion.

The original OJT Contract file will be maintained by the service provider. A copy of the Pre-Award and OJT Contract will be electronically sent to COWIB after obtaining the signature of the employer.

### Recordkeeping System

The Service Provider is responsible for payment and will be accountable for making sure that fiscal records are maintained properly. The COWIB /Fiscal Agent policy will be adhered to by the Service Provider. Upon receipt of the OJT Contract, the Service Provider will review calculations of hours and wages and track the expenditures. As each invoice and time sheet is submitted, the Service Provider will review the documents for accuracy and process the payment. This will allow for a balance to be maintained of the unused training hours and current funds expended to date. All original contract files will be maintained by the Service Provider and will contain all payment information, as well as the required documentation listed below. All contract files will be uploaded to the State case management system according to the state and local upload guidance.

### OJT Monthly Performance Review (Completed by the OJT Employer)

The OJT Monthly Performance Review will be required to ensure that participants are progressing at an acceptable level and have in fact begun to acquire the skills and knowledge contained in the training

## COWIB OJT Policy

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outline. The Performance review is an indicator of the satisfactory or unsatisfactory performance of the OJT participant during the contracted period of training.

This must be completed monthly and submitted along with the Time Sheet / Invoice.

### Monitoring and Recordkeeping

In Central Oklahoma, COWIB staff will use the on-site monitoring visit as an opportunity to verify that the OJT participant is receiving the training contracted for in the agreement, and that the participant is not required to engage in activities prohibited by WIOA. COWIB staff will also review the participant's attendance records to ensure that the participant is attending and succeeding in the training. Employer records will be reviewed to assure that the participant is receiving proper wages and that the employer is withholding taxes and paying workers compensation (or equivalent insurance).

Any compliance issues requiring corrective action will be reported and resolved according to the COWIB's monitoring policies and procedures.

The purpose of the monitoring system and recordkeeping is to ensure that OJT contracts are developed and written in accordance with established policies and procedures, that eligible and appropriate individuals are participating in OJT programs, and that the OJT employer is abiding by the terms of the OJT contract. The system will also ensure that adequate records are kept and maintained to reflect what is being done under the contract.

### Monitoring of the Service Provider

As part of their normal case management activities, the Service Provider will monitor progress, at least monthly, of each participant's OJT Training experience. Client progress and any observations will be recorded in the state case management system. The career navigator will attempt to verify that the participant is receiving the training contracted for at the wages in the agreement, and that the participant is not required to engage in any activities prohibited by WIOA. Any exceptions or discrepancies will be reported to COWIB, and a plan of correction will be developed.

### Equal Opportunity and Nondiscrimination Statement

All Recipients, and Sub-recipients / Sub-grantees must comply with WIOA's Equal Opportunity and Nondiscrimination provisions which prohibit discrimination on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions), national origin (including limited English proficiency), age, disability, political affiliation or belief, or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title-I financially assisted program or activity.

### Addenda / Revisions

The COWIB Chief Executive Officer is authorized to issue additional instructions, guidance, approvals, and/or forms to further implement the requirements of policy, without making substantive change to

## COWIB OJT Policy

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the policy, except in situations when a new or updated state and federal guidance is issued.

## Central Workforce Board OJT Pre-Award Checklist

**Employer Information**

EMPLOYER LEGAL BUSINESS NAME:		FEIN #:	
FORMER NAME(S) UNDER WHICH EMPLOYER CONDUCTED BUSINESS:			
CONTACT PERSON:		TITLE:	
EMPLOYER ADDRESS:			
CITY:	STATE:	ZIP:	
TELEPHONE:	EMAIL:	FAX:	
TYPE OF ORGANIZATION: INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY CORPORATION <input type="checkbox"/> FOR PROFIT <input type="checkbox"/> CORPORATION <input type="checkbox"/>			
COMPANY NAICS CODE:	# OF CURRENT EMPLOYEES:	YEARS IN EXISTENCE:	
IS THE BUSINESS BEING SOLD OR MERGING WITH ANOTHER COMPANY? YES <input type="checkbox"/> NO <input type="checkbox"/>			

**Company Review**

1) WARN notices have previously been filed.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2) The company has exhibited a pattern of failing to provide OJT Trainees with continued long-term employment.	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Meeting Federal Criteria**

3) Company verifies WIOA funds will <b>not</b> be used to relocate operations in whole or in part.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4) Company has operated at current location for at least 120 days. a) If less than 120 days and the business relocated from another area in the U.S and individual(s), were employees laid off at the previous location as a result of the relocation?	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
5) Company commits to providing long-term employment for successful OJT Trainees.	Yes <input type="checkbox"/> No <input type="checkbox"/>
6) OJT funds will <b>not</b> be used to directly or indirectly assist, promote or deter union organizing.	Agree <input type="checkbox"/> Disagree <input type="checkbox"/>
7) The OJT will <b>not</b> result in the full or partial displacement of employed workers.	Agree <input type="checkbox"/> Disagree <input type="checkbox"/>
8) Trainee wages to be paid are at least equal to: a) The Federal, state or local minimum wage (Fair Labor Standards Act). b) Other employees in the same occupation with similar experience.	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
9) Trainees will be provided the same workers' compensation, health insurance, unemployment insurance, retirement benefits, etc. as regular, non-OJT employees. a. Worker's Compensation Company: b. Account #: c. Effective Dates: _____ to _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
10) The employer will comply with the non-discrimination and equal opportunity provisions of the Workforce Innovation & Opportunity Act and its regulations.	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Job Title** \_\_\_\_\_ **Hourly Wage** \_\_\_\_\_



**Pre-Award Review Form**

No funds provided under the Workforce Innovation and Opportunity Act (WIOA) shall be used, or proposed to be used, for the encouragement or inducement of a business, or a part of business, to relocate from any location in the United States, if the relocation results in any employee losing his or her job at the original location.

No funds provided under the WIOA shall be used, or proposed to be used, for training for a business or part of a business that has relocated from any location in the United States, until the company has operated at that location for 120 days, if the relocation has resulted in any employee losing his/her job at the original location.

The purpose of this review is to determine whether a business establishment is new or expanding and if there is any relation to a loss of employment in another geographic area. The pre-award review is completed and documented jointly by the Local Workforce Board's designee and the business establishment as a prerequisite to receiving WIOA Title I assistance.

List any name(s) under which this establishment does business (including predecessors and successors in interest).	
The name, title, and address of the company official certifying this information is:	Name:
	Title:
	Address:

I, the Employer, attest WIOA assistance is not being sought in connection with any past or impending job losses at other facilities and I am requesting WIOA assistance to be used for On-the-Job Training.

I, the Employer, attest there have not been any WARN notices filed.

I, the Employer, attest there have not been any wage and hour or child labor violations during the past 12-month period.

I, the Employer, attest that the OJT activity will not impair an existing contract for services or collective bargaining agreement, and that no such activity that would be inconsistent with the terms of a collective bargaining agreement will be undertaken without the written concurrence of the labor organization and the employer concerned.

I, the Employer, attest that there is not a failure to provide WIOA enrolled training participants with continued long-term employment with wages, benefits, and working conditions equal to that of regular employees doing similar work for a similar length of time.

I, the Employer, attest that as of this date we currently employ \_\_\_\_\_ employees.

I, the Employer, attest our Workers' Compensation policy is current. (Upon execution of the Contract – the WIOA representative must obtain a copy confirming policy will be in effect during training period).

As the authorized official of \_\_\_\_\_

\_\_\_\_\_  
(Name of Employer)

I certify that the WIOA Pre-Award Review information set forth above is true and accurate.

As the employer and authorized official, I agree to defend, indemnify, and save the state of Oklahoma, the Local Workforce Investment Board, and the reviewing entity harmless from and against any and all liability, loss, damage, cost, and expense, including court costs and attorney fees (whether or not litigation be commenced), of whatever nature or type, including WIOA disallowed costs, that the State or LWIB may suffer, incur or be required to pay, which result from \_\_\_\_\_

\_\_\_\_\_  
(Name of Employer)

failure to provide accurate information in response to the WIOA Pre-Award Review.

\_\_\_\_\_  
Authorized Employer's Representative Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

This WIOA Pre-Award Review was conducted by \_\_\_\_\_, in accordance with WIOA State Policy on \_\_\_\_\_

(Date)

Neither the State of Oklahoma, any Local Workforce Board, nor other designated entity conducting the review, shall be legally liable regarding the responses provided during the conduct of this review.

\_\_\_\_\_  
Reviewer's Signature

\_\_\_\_\_  
Reviewer's Title

\_\_\_\_\_  
Date

Based upon this review, WIOA Title I assistance to this establishment is: \_\_\_\_\_

(Approved/Disapproved)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Central Oklahoma Workforce Board  
OJT Employer Orientation**

Company Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

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

Supervisor: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Alternate Supervisor: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

**Acknowledgement of Orientation**

This is to certify that I have received and understand the rules, regulations, and instructions pertaining to On-the-Job Training.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alternate Supervisor Signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
WIOA Representative Signature

\_\_\_\_\_  
Date

## OJT Training Plan

OJT Contract No:

**Contact and OJT Information**

EMPLOYER NAME:	CONTACT PERSON:	TELEPHONE #:
TRAINEE NAME:	EMAIL:	TELEPHONE #:
BEGINNING DATE:	END DATE:	TOTAL TRAINING HOURS:
HOURLY WAGE RATE:	REIMBURSEMENT RATE: 50%	MAXIMUM REIMBURSEMENT:

**Occupational Training Information**

*Complete the occupational information, training outline, trainee's current skill level, and estimated training time for each skill.*

JOB TITLE:	O*NET SOC	HOURS/WEEK:
JOB DESCRIPTION:		
<b>TRAINING PLAN/SKILLS REQUIRED</b>	<b>ESTIMATED TRAINING HOURS</b>	<b>STARTING CAPABILITY DATE MEASURED:</b>
1. JOB SKILL NEEDED:	EST. TRAINING HOURS	NOT SKILLED: <input type="checkbox"/> SOME SKILL: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
2. JOB SKILL NEEDED:	EST. TRAINING HOURS	NOT SKILLED: <input type="checkbox"/> SOME SKILL: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
3. JOB SKILL NEEDED:	EST. TRAINING HOURS	NOT SKILLED: <input type="checkbox"/> SOME SKILL: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
4. JOB SKILL NEEDED:	EST. TRAINING HOURS	NOT SKILLED: <input type="checkbox"/> SOME SKILL: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
5. JOB SKILL NEEDED:	EST. TRAINING HOURS	NOT SKILLED: <input type="checkbox"/> SOME SKILL: <input type="checkbox"/> SKILLED: <input type="checkbox"/>
LIST SUPPLIES AND TOOLS NEEDED FOR TRAINING:		

**Authorized Signatures**

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

Employer Signature	Date
--------------------	------

Participant Signature	Date
-----------------------	------

WIOA Representative Signature	Date
-------------------------------	------

## TRAINING PLAN INFORMATION AND INSTRUCTIONS

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

### Job Description:

A job description may be obtained from the Employer or the OJT Provider may assist the employer in writing a job description, thus providing a “value-added” for the employer. For assistance in writing a job description you may use the tasks and activities provided at the CareerOneStop Job Description Writer (<https://www.careeronestop.org/BusinessCenter/Toolkit/jdw-help.aspx>).

Please modify these descriptions to be specific to employer’s needs for the occupation.

### Skill Requirements:

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

### Trainee’s Starting Capability:

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

### Training Length:

- a) The OJT Provider, working with the Employer, determines the job title for the position to be trained for, referencing O\*NET Online (<https://www.onetonline.org/>).
- b) From O\*NET Online, Job Zone/SVP parameters are obtained. Use these parameters as a beginning guide to determine the length of training.
- c) The OJT Provider considers the trainee’s past work experience, knowledge, and skills gap to assist in determining the length of training.
- d) An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. (WIOA sec. 101 (31) (C).)

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

**ON-THE-JOB TRAINING CONTRACT**

Contract No: \_\_\_\_\_

Funding Source: \_\_\_\_\_

Participant Information		Employer Information	
Name: _____ Address: _____ City, State, Zip: _____ Phone: _____ Participant ID: _____ Training Job Title: _____ O*NET Code: _____	Company Name: _____ Address: _____ City, State, Zip: _____ Phone: _____ FEIN or UBI: _____ NAICS CODE: _____ Email: _____		
<b>A. Training Location and Supervisor</b>			
Training Facility Location: _____ OJT Supervisor: _____ Title: _____ Phone Number: _____			
<b>B. Alternate Supervisor</b>			
OJT Alternate Supervisor: _____ Title: _____ Phone Number: _____			
<b>C. Training Schedule and Cost</b>			
<b>On-Site Training</b> Number Hours per Day: _____ Number Hours per Week: _____ Number of Weeks: _____ Total Number of Hours: _____		Start Date: _____ End Date: _____ Total Hours of Training: _____	
Starting Hourly Wage: _____		Reimbursement Rate: 50%	
On-Site Training Cost:			
_____ On site hours	\$ - Hourly Rate	50% Reimbursement Rate	\$ - Total On-Site Training Cost
<b>Maximum allowable costs of Training:</b>		\$ -	

D. Training Outline	
Estimated Hours	Specific Occupational Skills to be Learned
Training will be deemed to be successfully completed when: Client can demonstrate skills to be learned at proficiency.	

E. Job Description

F. Concurrence of Collective Bargaining Agent
Is this On-the-Job Training occupation subject to a bargaining agreement? <input type="checkbox"/> Yes <input type="checkbox"/> No
Does the appropriate bargaining representative concur with this On-the-Job Training and rate of pay? <input type="checkbox"/> Yes <input type="checkbox"/> No
<div>Name of Union</div> <div>Phone Number</div>
<div>Union Representative Signature</div>

G. Concurrence of Apprenticeship Committee
<div>Apprenticeship Representative Signature</div> <div>WIOA Representative Signature</div>

## On-the-Job Training Terms and Conditions

## H. Standards

**Training**

1. The OJT Contract must be completed and signed before the OJT employee starts the OJT.
2. The employer shall provide the training prescribed in OJT Training Plan and complete the evaluations and/or training progress forms that are provided. The OJT employee shall be the employer's employee, shall be on the employer's payroll, shall be entitled to the same consideration and shall be governed by the same policies as other employees. The employer shall extend to the OJT employee all of the entitled benefits offered all employees of the employer. The OJT employee must be provided with the same terms of employment, working conditions, wages and fringe benefits provided to other employees in the same or similar positions.
3. The employer must collaborate in the development of a training plan for the OJT employee that includes competencies needed to be satisfactorily skilled in the OJT position. These competencies will be listed in the OJT Training Plan. The employer will complete an evaluation to document competencies gained.
4. The employer certifies that this is not a temporary job. The OJT employee shall be continued by the employer in unsubsidized employment upon completion of the OJT period, based upon satisfactory job performance by the OJT employee.
5. The employer will provide an orientation to the OJT employee that covers the employer's rules, expectations, safety information and benefits.

**Fiscal**

1. The fiscal agent for Central Oklahoma Workforce Innovation Board shall reimburse the employer on a **monthly** basis in an amount not to exceed the maximum training reimbursement. Reimbursable wages shall not include undocumented payments to the OJT employee. **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 employer must pay the overtime rate in excess of the regular rate in full. Orientation which is provided to all new employees is not reimbursable; only orientation specific to the training plan may be reimbursed.
2. 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. Reimbursement time sheets must be signed, in ink, by both the employer and the OJT employee and must be submitted according to the Contract agreement. 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 fiscal agent. Copies of the timesheet(s) are to be maintained along with a copy of the OJT Contract.
3. All reimbursement requests submitted by the employer shall be supported by business receipts, time and payroll records, and other records normally kept by the employer.
4. The employer shall preserve all OJT employee 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 employer shall retain the records beyond the three (3) year period until the litigation, audit findings or claim has been resolved.
5. The employer agrees that at any time during normal business hours, and as often as deemed necessary, the Central Oklahoma Workforce Innovation Board staff, State of Oklahoma, U.S. Department of Labor, or other authorized Federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the OJT employee is making sufficient progress.
6. Wages are monies paid by the employer to an OJT participant for work the OJT participant performs. Tips, commissions, and piece work are not considered wages and are not eligible for reimbursement.

**Employer Assurances**

1. The employer shall provide worker's compensation coverage for the OJT employee and assures that the training shall be provided in accordance with WIOA.



2. Employer agrees not to discriminate in their hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the American with Disabilities Act of 1990, as amended.
3. Employer agrees to adhere to the Central Oklahoma Workforce Innovation Board's (COWIB) grievance procedures if a complaint arises in connection with the OJT employee and the training.
4. The employer agrees that the OJT employee shall not be terminated from training without giving prior notice to the WIOA Representative that signed the OJT Contract and reasonable opportunity is given for correction or improvement of performance. The employer also agrees that it will immediately notify the WIOA Representative if the OJT employee has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The employer understands that the termination of an OJT participant is subject to the Board's grievance procedures.
5. Employer will comply with Federal and State laws governing the OJT Program.
6. The employer further assures that OJT funds will not be used to assist, promote or deter union organizing.
7. The employer assures that the OJT employee(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.
8. The employer assures that the OJT employee will not be required to participate in political activities.
9. No fees shall be charged to any OJT employee or employer for referral or placement services relative to this OJT Contract.
10. The employer certifies that no member of the OJT employee's immediate family is engaged in an administrative capacity for the employer, or will directly supervise the OJT employee. For the purpose of this Contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT employee's spouse.
11. Employer has not exerted any undue influence or engaged in conduct which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Contract.
12. The employer assures they are not involved in a strike, lockout or other unusual labor condition.
13. Employer agrees to comply with all applicable local, state and/or federal laws and ordinances. The employer assures that they have not violated any of the following within the last three years: a) antidiscrimination in its employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental or physical disability.

**Additional Terms**

1. Either party may terminate this Contract at any time by giving ten (10) day advance written, signed notice of intent to terminate to the other party. In the event the participant is terminated without notice (through no fault of the employer), or the participant fails to report without giving notice, notice of termination must be provided to the Board immediately.
2. Central Oklahoma Workforce Innovation Board may terminate this Contract if:
  - The State or Federal Government terminates or reduces the funding which makes this Contract possible;
  - The employer has violated the terms and conditions of this agreement; or
  - The employer does not retain at least 80% of the OJT participants hired within a 12-month period.
3. 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.
4. WIOA Representative may unilaterally amend this Contract if there are changes in Federal, State or Local Laws, rules, regulations, or policies.
5. This Contract has been and shall be construed as having been made and delivered within the State of Oklahoma and it is agreed by each party hereto that the laws of the State of Oklahoma, 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 the State of Oklahoma.
6. The employer agrees that no currently employed worker shall be displaced by the OJT employee including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJT employee shall be placed into a position that is currently vacated by an employee who is on layoff or into a position in which the employer has terminated the employment of an employee with the intention of filling the position with an

OJT employee. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current employees not involved in the OJT training.

7. No fees shall be charged to any OJT employee or employer for referral or placement services relative to this OJT Contract.

8. All services to be rendered or performed by the employer under this Contract shall be performed or rendered entirely at the employer's own risk. The employer expressly agrees to indemnify and hold harmless the Workforce Board, its officers, agents, contractors, employees or otherwise, from any and all liability, loss or damage, including reasonable cost of defense that they may suffer as the result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the Workforce Board which result from, arise out of, or are in any way connected with the services to be performed by the employer under this Contract.

#### I. Employer Certification

I certify to the best of my knowledge that this information is true and correct and that I intend to pay **50%** of the participant's wages during training and retain the participant at the end of the subsidized training period if satisfactory performance is maintained. I am also aware of my responsibilities as stated in this Individual On-the-Job Training Contract.

Authorized Employer Representative Signature

Date

Title

Phone Number

#### J. Agency Certification

A legitimate need for training and reasonable expectation of continued employment for the participant indicated on this Individual OJT Contract has been established by Central Oklahoma Workforce Innovation Board. Therefore, this OJT Contract is approved.

Authorized WIOA Representative Signature

Date

**On-the-Job Training Agreement Modification**

Contractor: \_\_\_\_\_  
Agreement  
Number: \_\_\_\_\_  
  
Effective Date: \_\_\_\_\_  
  
Funding Source: \_\_\_\_\_  
  
Modification Date: \_\_\_\_\_  
Modification  
Number: \_\_\_\_\_

**PURPOSE OF MODIFICATION****REASON FOR DEOBLIGATION****Contractor****Date**\_\_\_\_\_  
WIOA Service Provider Representative\_\_\_\_\_  
Date

## OJT Training Plan Review and Evaluation

<b>Employer:</b>		<b>Contract No.:</b>		<b>Review Date:</b>	
<b>Trainee:</b>		<b>Job Title:</b>		<b>Start Date:</b>	
<b>Current Status of Trainee:</b>	<input type="checkbox"/> still in training <input type="checkbox"/> completed, still employed <input type="checkbox"/> voluntarily quit <input type="checkbox"/> completed, not retained <input type="checkbox"/> terminated by employer				

### OCCUPATIONAL TASK EVALUATION

By evaluating the OJT Trainee's abilities and limitations, you will help us provide a better service and assist in accomplishing the objectives of the program. Discuss this evaluation with the OJT Trainee, as it will give him/her a better understanding of their job responsibilities.

**EMPLOYER** - Please rate the OJT Trainee's performance of the Training Outline tasks utilizing the following scale:

**1** = no exposure/unacceptable      **2** = limited skills - needs improvement      **3** = moderately skilled – acceptable      **4** = skilled

1.		1	2	3	4
2.		1	2	3	4
3.		1	2	3	4
4.		1	2	3	4
5.		1	2	3	4
6.		1	2	3	4
7.		1	2	3	4

**For Administrative use only:**      **TOTAL POINTS:** \_\_\_\_\_ **DIVIDED BY** \_\_\_\_\_ **= AVERAGE SCORE OF:** \_\_\_\_\_

### BASIC WORK SKILLS EVALUATION

**EMPLOYER** - Please rate the Trainee for each characteristic utilizing the following scale:

**1** = Unsatisfactory      **2** = Fair      **3** = Good      **4** = Excellent

Cooperative	1	2	3	4		Relationship w/co-workers	1	2	3	4		Integrity	1	2	3	4
Follows Directions	1	2	3	4		Appearance	1	2	3	4		Productivity	1	2	3	4
Responsible	1	2	3	4		Attendance	1	2	3	4		Work Quality	1	2	3	4
Initiative	1	2	3	4		Punctuality	1	2	3	4		Conduct/Attitude	1	2	3	4

**For Administrative use only:**      **TOTAL POINTS: DIVIDED BY 12 = AVERAGE SCORE OF:** \_\_\_\_\_

By signature, all parties certify that the OJT Trainee has been made aware of the results of this performance evaluation.

**Trainee Signature:** \_\_\_\_\_

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

**Employer Signature:** \_\_\_\_\_

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

**WIOA Title I Staff Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NOTE:** This section is only to be completed by the Employer upon satisfactory completion of the OJT Trainee.

**FINAL REVIEW**  
Certification of  
Competencies:

The Trainee is satisfactorily skilled in the required functions of the position, as indicated in the evaluation above and will continue employment as follows:

**Job Title:** \_\_\_\_\_ **Hours/Week:** \_\_\_\_\_ **Wage: \$** \_\_\_\_\_ **per** \_\_\_\_\_

**Employer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## TRAINING TIME DOCUMENTATION RECORD

### A. IDENTIFYING INFORMATION

1.	OJT Employee (Trainee):	0
2.	OJT Employer:	0
3.	Job Title as per Employer:	0
4.	O'NET Occupational Title:	0
5.	O'NET Code:	0
6.	O'NET Job Zone SVP Range:	0

### B. OCCUPATIONAL RATING SYSTEM (ORS)

O'NET SPECIFIC VOCATIONAL PREPARATION (SVP) Range (High End)	3	4+
MAXIMUM HOURS (High End of O'NET SVP Range)	520	1040

### C. TRAINING TIME DETERMINATION

1.	Enter the maximum hours allowed under the ORS (Section B.).	
2.	Enter the amount of additional hours to be added due to the complexity of the job exceeding the ONET description.  Attach written rationale from the OJT Employer.	
3.	Enter the higher of #1 or #2 above:	
4.	Enter the amount of training hours to be reduced because of the OJT Employee's <b>previous work experience</b> . Reduce by: 50% (of #3) if the OJT Employee has worked in the <u>same</u> occupation at least 3 months.  Attach Work Experience or equivalent.	(-)
5.	Enter the amount of training hours to be reduced because of the OJT Employee's <b>education or training background</b> . Reduce by: 25% (of #3) if the OJT Employee holds a degree or certificate in the occupation.  Attach certificate, transcript or degree copies.	(-)
6.	Enter the amount of additional hours that are added for an individual with a disability or other extraordinary barrier (WIOA Staff discretion based on individual condition) Disability (Specify): Barrier: _____ ESL _____ Reading Skills _____ Writing Skills _____ Oral Communication Skills _____ Mathematics _____ Other (Specify): _____  Attach written rationale with any other supporting documents (e.g., assessments)	(+)
7.	Enter any reduction to hours due to inadequate program funding.  Attach written notice from Fiscal Agent.	(-)
8.	<b>TOTAL:</b>	0
<b>MAXIMUMS ALLOWED</b>	<b>HOURS:</b> (Enter the lesser of <b>TOTAL</b> (#8 above) or 1040 hours)	
	<b>END DATE:</b> (Maximum Six Months from Start Date of Training)	1/0/1900
<b>IMPORTANT:</b> Reimbursement under the OJT contract <b>shall cease</b> when the <b>MAXIMUM HOURS</b> or <b>END DATE MAXIMUM</b> is reached, whichever <b>occurs first</b>		

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WIOA Representative

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Date

## MONTHLY OJT TIME SHEET

<b>MONTH:</b>	<b>YEAR:</b>	<b>OJT EMPLOYEE (TRAINEE) NAME:</b>
<b>EMPLOYER NAME:</b>	<b>TRAINEE PART. ID:</b>	

<b>TIME SHEET</b>															
(Numbers below represent the <i>DATE</i> of the month)															
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

\*Record actual hours in the block beneath each date worked during the applicable Month

**TOTAL HOURS WORKED:** \_\_\_\_\_

**OJT TRAINEE SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**WORKSITE SUPERVISOR SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

\_\_\_\_\_  
**CAREER NAVIGATOR SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

<b>COMMENTS:</b>					
<b>STAFF USE ONLY:</b>					
<b>Hours to be Reimbursed:</b>	<b>x Hourly Rate:</b>	<b>x Reimbursement Percentage:</b>	<b>50%</b>	<b>Total Payment this Period:</b>	<b>\$ -</b>