



TRAINING SERVICES

PURPOSE

This policy provides guidance and establishes the procedures regarding training services.

This policy supersedes the following Local Policy Bulletins:

- Local Policy Bulletin #2015-12 Policy on Incumbent Worker Training, dated July 1, 2015.
- Local Policy Bulletin #2015-15 Eligible Training Provider List and Individual Training Accounts, dated July 1, 2015.
- Local Policy Bulletin #2015-17 Policy on On-the-Job Training and Customized Training, dated July 1, 2015.

Retain this policy until further notice.

SCOPE

The Workforce Development Board of Ventura County (WDBVC) and its subrecipients.

REFERENCES

- Workforce Innovation and Opportunity Act, Public Law 113-128
- Title 20 Code of Federal Regulations (CFR) Sections 680.780 – 680.820
- TEGL 19-16: Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Services (ES) as amended by title III of WIOA, and for Implementation of the WIOA Final Rules (March 1, 2017)
- Workforce Services Directive WSD19-01 (PDF), Incumbent Worker Training, (July 2, 2019)

POLICY AND PROCEDURES

Definitions

For the purposes of this policy, the following definitions apply:

Business and Employer – A private sector, local government, for profit or not-for profit place of business. Business and Employer are used interchangeably in this directive.

California Employer Account Number – An eight-digit payroll tax number issued to a registered employer by the Employment Development Department, also known as the Employer Payroll Tax Account Number, State Employer Identification Number, or state ID.

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

Eligible Employer – For an employer to be eligible for IWT services, the Local Board must consider the following:

- Whether the employer can provide a valid California Employer Account Number.
- The characteristics of the individuals in the program (see the IWT definition below).
- The relationship of the training to the competitiveness of an individual and the employer.
- Other factors the Local Board determines appropriate, such as the number of employees trained, wages and benefits including post training increases, and the existence of other training opportunities provided by the employer.

[Reference: WIOA Section 134(d)(4)(A)(ii)]

Employer Share – Employers are required to pay for a significant cost of the training for those individuals in IWT. The minimum amount of employer share in IWT depends on the size of the employer.

Follow-up – Shall be performed six months after reported completion of IWT to determine outcomes (retained employment, advancement, and increased wages).

Incumbent Worker – To qualify as an Incumbent Worker, the employee must meet the following:

- Be a current employee of an eligible employer and have an established employment history with the employer for six months or more. An individual is not held to the six-month employment requirement if the IWT is being provided to a cohort of employees. In this instance, not every employee must meet the employment history requirement if many of the employees being trained do meet the requirement.
- Meet the Fair Labor Standards Act requirements for an employer-employee relationship.
- Meet the Selective Service requirements.

[Reference: Title 20 CFR Section 680.780]

Individual Training Account (ITA) – A payment agreement established on behalf of a participant with a training provider. Based on individual assessment and funds available, an ITA may be awarded to eligible adults, dislocated workers and out-of-school youth ages 18-24.

Individuals with Barriers to Employment:

- Displaced Homemaker
- Low-income individuals
- Indians, Alaska Natives and Native Hawaiians
- Individual with disabilities
- Older individuals
- Justice-involved individuals
- Homeless individuals
- Youth who are in or have aged out of the foster care system
- Individuals who are English language learners, low levels of literacy or facing substantial cultural barriers

- Eligible migrant and seasonal farm workers
- Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents (including pregnant women)
- Long-term unemployed

IWT – The following characteristics define IWT:

- Designed to meet the special requirements of an employer (including a group of employers) to retain a skilled workforce, avert the need to lay-off employees by assisting the workers in obtaining the skills necessary to retain employment, and/or provide training that will result in progression on a career pathway and income mobility.
- Conducted with a commitment by the employer to retain employees, avert the layoff(s) of the incumbent worker(s) trained for a period of six months following completion of the training, or promote incumbent workers to higher paying positions.
- Increases the competitiveness of the employer or employee.
- Gives employees the opportunity to progress on their career pathway by providing opportunities to obtain certificates or credentials based on the employers need. (Reference 20 CFR 680.790)

IWT Allowable Costs – The Local Boards' share of the cost of training (teacher, books, materials) for the delivery of IWT. This amount excludes the cost of individual wages paid by the employer while the employee is attending/participating in the training. [Reference: WIOA Section 134(d)(4)(C)-(D)]

OJT Agreement: The OJT Agreement includes all the basic requirements including applicable laws, regulations and policies; outlines the appropriate steps for OJT implementation; and is specific to the individual training plan. At a minimum, the Agreement must include an extensive set of general provisions (Terms and Conditions) ensuring WIOA rules and regulatory compliance; the occupation, skills and competencies to be learned; and the length of time the training will be provided. All parties including the Employer, Service Provider and Trainee must sign the Agreement prior to the commencement of the OJT.

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

Program of Training Services – One or more courses or classes, or a structured regiment that leads to: a) a recognized post-secondary credential, secondary school diploma or its equivalent, b) employment, or c) measurable skill gains toward such a credential or employment.

Qualified Trainer – Qualified training can be provided in-house, by a training agency, or by a third party. Training providers should be California-based, unless the training is so unique that a

training provider cannot be found in California. The choice and method of training are determined by the employer. [Reference: WIOA Section 134(d)(4)(C)-(D)]

Self-Sufficiency – The individual’s employment pays less than 100% of the Lower Living Standard of Income Level (LLSIL) figure.

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

Training Method – The following are types of training methods allowable for IWT:

- Classroom training is instruction in a classroom setting that is provided to a group of trainees and conducted by a qualified instructor.
- Laboratory training is hands-on instruction or skill acquisition under the constant and direct guidance of a qualified trainer. Laboratory training may require the use of specialized equipment or facilities. Laboratory training may be conducted in a simulated work setting, or at a productive work setting, also known as Productive Laboratory.
- Computer-based training is delivered through a computer program at a pace set by the trainee. There is no requirement for delivery by a live trainer and training does not have to be interactive.
- Video Conference training is live, interactive instruction provided by a trainer through a video communications session.
- E-Learning instruction is delivered through a web-based system, conducted in a virtual environment utilizing a web meeting/webinar.

[Reference: WIOA Section 134(d)(4)(C)-(D)]

Training Services

Training services can be critical to the employment success of many participants. Training services are governed by sections 20 CFR 680.200 through .230 and 20 CFR 680.300 through .350 of the WIOA Final Rule. Service provider staff may determine training services are appropriate, regardless of whether the individual has received basic or individualized career services first, and there is no sequence of service requirement.

Under WIOA, training services may be provided if the Service Provider staff, including partner programs’ staff, determines after conducting an interview, an evaluation, or assessment, and career planning, that the individual:

- Is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;

- Needs training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment;
- Has the skills and qualifications to successfully participate in the selected program of training services;
- Is unable to obtain grant assistance from other sources to pay the costs of such training, including such sources as State-funded training funds or Federal Pell Grants established under title IV of the Higher Education Act of 1965, or requires WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants (20 CFR 680.230 and WIOA sec. 134(c)(3)(B) contain provisions relating to fund coordination.); Is a member of a worker group covered under a petition filed for Trade Adjustment Assistance (TAA) and is awaiting a determination. If the petition is certified, the worker may then transition to TAA approved training. If the petition is denied, the worker will continue training under WIOA;
- Is determined eligible in accordance with the State and local priority system in effect for adults under WIOA sec. 134(c)(3)(E) if training services are provided through the adult funding stream; and
- Selected a program of training services that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individual is willing to commute or relocate.

Training services, when determined appropriate, must be provided either through an Individual Training Account (ITA) or through a training agreement. Except in certain instances listed in WIOA sec. 122(h) and 20 CFR sec. 680.320, training services must be provided by an Eligible Training Provider (ETP) in accordance with WIOA sec. 122(d). Training is available through a State Eligible Training Provider and Program List (ETPL), comprised of entities determined eligible to receive funds through WIOA title I, subtitle B, according to the Governor's eligibility criteria and procedure. As described in TEGE 41-14, the State ETPL ensures the accountability, quality and labor-market relevance of programs, and ensures informed customer choice for individuals eligible for training. WIOA also provides enhanced access and flexibility for work-based training options, such as Registered Apprenticeship (RA), on-the-job training, customized training, and incumbent worker training.

DOL encourages States and Local WDBs, where appropriate, to utilize previous assessments when making training determinations to reduce duplicate assessments and develop enhanced alignment across partner programs. This could include common intake forms across partner programs to encourage system alignment, reduce individual burden, and ensure customers greater access to programs based on their need. The provision of training services necessary to assist a participant in achieving his/her employment and/or training goals may be reflected in the Individual Employment Plan (IEP)/Individual Service Strategy (ISS).

Types of training services that may be provided include:

- a) Occupational skills training, including training for nontraditional employment;**
- b) On-the-job training;**

- c) **Incumbent worker training**
- d) Programs that combine workplace training with related instruction, which may include cooperative education programs;
- e) Training programs operated by the private sector;
- f) Skill upgrading and retraining;
- g) Entrepreneurial training;
- h) Job readiness training provided in combination with the training services described in any of clauses (a) through (g) or transitional jobs;
- i) Adult education and literacy activities, including activities of English Language acquisition and integrated education and training programs, provided concurrently or in combination with services provided in any of clauses (a) through (g); and
- j) **Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.**

Training services that are **bolded** in the list above are further described in this policy.

Occupational Skills Training / Individual Training Accounts (ITAs)

ITAs are one training option available to eligible and appropriate participants when it is determined by a staff that they will be unlikely or unable to obtain or retain employment that leads to self-sufficiency or higher wages from previous employment through career services alone. An ITA is limited in cost and duration and must result in employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment.

ITAs are allowed for out-of-school youth ages 18-24 (out-of-school youth ages 16-17 are not eligible for ITAs) per WIOA Section 129(c)(2)(D) and Proposed 20 CFR 681.550.

ITAs are not entitlements and shall be provided to eligible participants based on an individualized assessment of the person's job readiness, employment and training needs, financial, social and supportive needs, labor market demand and potential for successful completion, as documented on the participant's IEP/ISS. Participants choose career training with Eligible Training Provider List (ETPL) in consultation with service provider staff.

ITA funding for training is limited to participants who:

- Complete an assessment and an IEP/ISS that identifies the selected training course;
- Are unable to obtain grant assistance from other sources to pay the costs of training or require assistance beyond available grant resources from other sources, such as Pell Grants to complete their training goals;
- Select training programs that are directly linked to an in-demand industry sector or occupation or sectors that have a high potential of sustained demand or growth in the local area or in the planning region or in another area in which the participant is willing to travel or relocate [WIOA Section 134(c)(3)(G)(iii)]; and
- Maintain satisfactory progress/grades throughout the training program.

Coordination of WIOA Training Funds and Other Federal Assistance

WIOA funds are intended to provide training services in instances when there is no grant assistance, or insufficient assistance from other sources such as, but not limited to: Temporary Assistance for Needy Families (TANF); Title IV Programs such as Federal Pell Grants, Academic Competitiveness Grants, National SMART Grants, Federal Supplemental Educational Opportunity Grants, or Federal Work-Study; GI Bill or other Federal financial aid available to military veterans; and state-funded grants to pay for those costs.

An individual may select training that costs more than the \$10,000 WIOA maximum amount, when other sources of funds are available to supplement the ITA. Service provider staff must consider and document in the participant file the availability of other sources of grants, excluding loans, to pay for training costs so that WIOA funds are used to supplement but not supplant other sources. The use of WIOA funds to make payments towards a personal loan of an otherwise eligible participant is prohibited. However, the mere existence of a federal loan, regardless of the status, must not impact ITA eligibility determinations.

Awarding an ITA

The participant must complete the ITA Packet (example in Attachment I) that includes, but is not necessarily limited to, the following information:

- Cost/price analysis
- Schedule
- Technical skills of staff, facilities and materials
- Information on the career outlook
- Course prerequisites
- Book list, tools, supplies, training materials/kits, etc.
- Job placement information
- Wage information
- Type of completion certificate granted
- Skills expected to be achieved
- Potential jobs and businesses that employ people with similar skills (3 informational interviews)

The participant must complete a training budget that includes monthly income, any scholarships or other forms of revenue, monthly expenses and expected training costs. Service providers are highly encouraged to use the budget planning tools available in CalJOBS.

ITA Authorization

ITAs must be approved by a Program Manager or designee prior to issuance.

ITAs are authorized only for training programs listed on the ETPL, as required in WIOA Section 134(c)(F)(iii). ITA funds are paid directly to the training provider.

ITAs may be used for pre-apprenticeship programs however, only pre-apprenticeship programs listed on the ETPL may be approved.

ITAs may be authorized for training programs in other states or online training if the training program is listed on the ETPL or there exist reciprocity agreements with other states.

ITAs are not authorized for individualized career services such as short-term prevocational training. Short-term prevocational services may include the development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, professional conduct, or other nonoccupation-specific topics that are intended to prepare individuals for unsubsidized employment or training and should not exceed 40 hours of instruction except in documented special circumstances.

ITA Funding Limit

The limit for ITA agreements is \$10,000. If service providers need increase the limit of an ITA, they must receive approval from the WDBVC. Documentation of the WDBVC's approval authorizing the ITA increase must be included in CalJOBS case notes.

The maximum ITA limit is not an entitlement. The amount and duration of each participant's ITA award is determined on an individual basis. Funding amounts will consider the total costs of the selected training program, any other financial assistance available to the participant, and the funding available to the Adult, Dislocated Worker or Youth Programs.

The ITA funding can only include the cost of training services such as instructor salaries and benefits, classroom space, instructional materials, tuition, books, individual materials, supplies, tools, and equipment.

An ITA may fund prerequisite training to a vocational training program if it is required by the educational institution.

ITA Continued Funding

Continued funding of an ITA is contingent on availability of WIOA funds and on the participant's satisfactory progress in school. Service provider staff will review the participant's training progress and expenses quarterly or more frequently depending on the training institution's schedule. An individual's progress will be considered satisfactory upon earning:

- A grade point average that does not fall below 2.0 for two consecutive terms; or
- A grade point average enough to graduate from, or receive certification in, the individual's approved area of study; or

- Enough credit hours to finish the approved course of study within the timeframe established under the approved training plan.
- In the case of self-paced or ungraded learning programs, satisfactory progress means participating in classes and passing certification examinations within the timeframe established under the approved training plan.

Service provider staff must arrange to receive training progress reports (i.e. transcripts) from participants in adequate time to process the subsequent tuition payment and kept in the file.

Service provider staff must develop with participants who are not earning satisfactory progress in their coursework, a service strategy to overcome the barriers impacting progress. ITA funding may be terminated if participants do not earn satisfactory progress for two (2) or more consecutive school terms (i.e. quarters, semesters, etc.).

ITA Modifications

An ITA may be modified to ensure the individual attains their educational goals and subsequent employment. In some circumstances, such as when a program of training is removed from the ETPL, or when extraordinary program expenses develop, the participant and service provider staff must agree on whether to complete the plan of training with the existing provider, seek a similar program, or discontinue training. When a program of training is removed from the state ETPL, participants in that program can complete their training. However, an ITA should not be modified or extended for a participant beyond the original plan approval as it relates to a program of training that is no longer on the ETPL.

Any modifications to the ITA should be documented in case notes located in CalJOBS.

Recovery of Tuition Funds

In the event a participant discontinues training, the career planner must do due diligence to ensure the recovery of funds provided to training institutions. Service providers must verify the following:

- The refund policy of the training provider for early termination from the training program;
- A requirement for the training provider to notify the case manager of early customer dropout;
- The percentage of the advanced payment to be returned;
- Turnaround timeframe for the refund;
- Time spent in training before a refund will no longer be honored.

Participant File Documentation

Justification for, and continued funding of an ITA must be supported by the following documentation located in the CalJOBS participant file an in CalJOBS case notes:

1. Assessment results supporting the selected program of study. The assessment must support the need for training including a determination by a case manager that the participant will be unlikely or unable to obtain or retain employment that leads to self-sufficiency or higher wages from previous employment through career services alone; and that the selected program of study will result in employment leading to economic self-sufficiency or wages comparable to or higher than wages from previous employment;
2. Completed IEP/ISS documenting the selected program of study, anticipated and actual start/end dates and training outcomes;
3. Eligibility for other training grant funding;
4. Verification of FAFSA application and award status, if applicable. Authorization of the ITA and any approved increase or modification;
5. Documentation of the participant's willingness and ability to travel to locations outside of Ventura County if the selected training program and/or demand occupation is outside of Ventura County;
6. Case note documenting that the training provider is on the ETPL; and
7. Documentation of the participant's progress and/or grades.

On-the-Job Training

On-the-Job Training (OJT) is a training option that provides Employers the opportunity to train new employees (Trainees) on the specific knowledge or skills essential to the full and adequate performance of the job. OJT opportunities are formed through an agreement between the Employer and the Service Provider. The Service Provider provides the Employer with a partial wage reimbursement, typically up to 50 percent of the wage rate of the participant for the extraordinary costs of providing the training and supervision related to the training. However, Section 134(c) of WIOA authorizes local boards to reimburse employers up to a maximum of 75 percent of the wage rate of an OJT participant after considering factors listed at 20 CFR 680.730 and this policy.

OJT is a hire-first program. The Trainee begins their OJT as an employee of the company that has agreed to provide the on-site training and long-term employment upon completion of the OJT. The rate of pay, fringe benefits, periodic pay increases, and working conditions offered to the Trainee are the same as similarly situated employees in similar positions by the same Employer and are in accordance with Section 6(a)(1) of the Fair Labor Standards Act of 1938 (29.U.S.C. 206(a)(a) or the applicable state or local minimum wage laws.

On-the-Job Training must be provided through an agreement that provides a structured training opportunity for the OJT Trainee to gain the knowledge and skills to be competent in the job for

which they are hired. The agreement must be completed and signed by all parties before the OJT Trainee may begin the OJT training.

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

For an example OJT Toolkit from the Department of Labor, click [here](#).

Participant Eligibility

OJT Trainees must meet program eligibility requirements for each funding source, i.e. WIOA Adult, Dislocated Worker or Youth formula funded programs. Trainees must have received a documented assessment that results in the development of an IEP/ISS that documents the participant has the interest, aptitude and skills to meet the specific Employer OJT requirements.

OJTs for Employed Workers

OJTs may be written for eligible employed workers when:

- The employee is not earning a self-sufficient wage (defined in [WDB Policy 2019-12 - WIOA Title-I Eligibility](#));
- All other requirements of this policy are met; and
- The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, or workplace literacy. (20 CFR. 680.710)

Employer Eligibility

OJT Employer:

- Must be registered with the Internal Revenue Service (IRS) and have an account with the California Employment Development Department for Unemployment Insurance and carry Workman's Compensation Insurance. (20 CFR 683.280)
- Must have operated in Ventura County for a minimum of 120 days and be current in unemployment insurance and workers' compensation taxes, penalties, and /or interest or related payment plan.
- Must be financially solvent to meet the OJT agreement obligations through the end of the training and for the participant's 12 month follow up period; have adequate payroll record keeping systems that track hours worked, gross pay, deductions and net pay.
- Must not have relocated within the last 120 days, where relocation resulted in the loss of employment at the prior location. (20 CFR 683.260)

- Shall not displace any currently employed worker or alter current workers' promotional opportunities. Nor have terminated any regular employee or otherwise reduced the workforce to hire OJT Trainees. (20 CFR 683.270)
- Must not be involved in a labor dispute or have workers currently in a layoff status or laid off workers over the past 120 days from the same or any substantially equivalent job. The period of 120 days may be waived if there are mitigating circumstances reviewed and approved by a Program Manager or designee.
- Must not impair existing agreements for services or collective bargaining agreements. Must gain written concurrence with the appropriate labor organization before the OJT can begin if the OJT agreement would be inconsistent with a collective bargaining agreement. (WIOA Sec.181 (a)(2)(B). Additionally, the Employer must attest that the OJT agreement would not assist, promote or deter union organizing (20 CFR 680.850).
- Must not allow OJT Trainees to work on the construction, maintenance or operation of any facility that is used for sectarian activities or as a place of worship (WIOA Section 188 (a)(3)).
- Must not illegally discriminate in training or hiring practices because of race, color, sex, national origin, religion, disability, political beliefs or affiliations, or age (WIOA Sec. 188(a)(3)).

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

Employer Reimbursement Rates

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

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

In limited circumstances, regardless of the size of the employer, the reimbursement may be up to 75 percent with written approval of the WDBVC Executive Director.

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

1. The characteristics of the participant(s) with an emphasis on barriers to employment as defined in WIOA Section 3(24);
2. The quality of employer-provided training (e.g., an industry recognized credential, advancement opportunity);

3. The number of participants the employer agrees to hire;
4. The wage and benefit level of the participant (both during and after completion of the OJT);
5. The OJT position is an in-demand occupation as defined by WIOA Section 3(23) and determined by EDD labor market information;
6. The OJT employer is:
 - a. In an in-demand industry as defined by WIOA Section 3(23) and determined by EDD labor market information; or
 - b. In an in-balance industry as determined by EDD labor market information; or
 - c. In a declining industry, but there are compelling reasons (e.g., evidence of long-term viability of the employer) justifying reimbursement above 50 percent;

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

Registered Apprenticeship Programs

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

The OJT Agreement

Every OJT opportunity will include an agreement with the Employer and a Training Plan for the Trainee (example in Attachment II). The agreement must include the requirements of WIOA rules and regulations; the occupation, skills and competencies to be learned; and the length of time the training will be provided. Agreement modifications must be in writing, signed and dated by all parties prior to the effective date of the modification. Verbal modifications are not valid.

Cost Per Participant

Subject to funding availability and the OJT Trainee's needs, the WDBVC limits the training costs to \$10,000. Training costs more than this limit may be approved by the WDBVC, under special circumstances. Regardless of the hourly wage, training duration is limited to not less than four (4) weeks and not more than 26 weeks.

Participants who have utilized the maximum ITA amount may also qualify for an OJT with training cost and duration limits described above.

Overtime Hours for OJT

OJT payments may only be paid for regular wages paid by the employer. Payment may not be based on overtime, shift differential, premium pay and other non-regular wages. This does not

preclude a participant from working overtime; however, the reimbursement to the employer must be based on the regular wage rate.

Participant Case File

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

Employer Files

Service Providers are required to keep an individual file for each OJT Employer which includes documenting employer eligibility. Employer files must be available to federal, state, and local monitors for compliance review. Employer files may be electronic.

Monitoring

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

On-site monitoring visits should be conducted by the Service Provider shortly after the OJT Trainee begins work, with additional visits scheduled at appropriate intervals (determined by length of OJT Training Plan).

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

Service Providers must regularly review each Trainee's progress in meeting program and service strategy objectives, including the Trainee's acquisition of basic/occupational skills and the adequacy of supportive services provided as related to OJT.

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

Customized Training and Incumbent Worker Training

Customized Training (CT) is designed to meet the unique training needs of a business or a group of businesses. CT can be used for training prospective new or existing workers (referred to as Incumbent Worker Training or IWT). Upon entering in an agreement, the business commits to hire or—in the case of incumbent workers—retain individuals who successfully complete the training. CT/IWT targets workers who need training and prepares them for Ventura County's in-demand occupations. CT/IWT is business-driven where the employer, not the worker, selects the training provider. Workers benefit by learning new skills and obtaining or retaining employment after successful training completion.

The training may be conducted by the employer or the employer may select a third-party training provider. CT/IWT methods include, but are not limited to:

- Classroom training through a traditional classroom setting with a group of trainees and a qualified instructor;
- Laboratory training with hands-on instruction or skill acquisition under direct guidance of a qualified trainer;
- Electronic- or computer-based training delivered through a computer program at a pace set by the trainee or through video conferences that are live, interactive instruction with a trainer;
- Simulated or actual jobsite instruction (e.g., job shadowing);
- Standard “off-the-shelf” training that meets the training needs of the employer; or
- Other training that is customized to the employers’ specific training needs.

Eligibility for CT

CT for prospective new workers is available to WIOA eligible Adult and Dislocated Worker customers. With respect to training services funded by WIOA adult funds, priority of service must be provided to individuals of public assistance, other low-income individuals, or other individuals who are basic skills deficient. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Individuals must meet the financial need requirement of being unable to obtain grant assistance from other sources to pay partial or full costs of such training.

Eligibility for IWT

For an employer to receive IWT funds, the individual(s) participating in the IWT must meet the following:

- Be employed or existing workers.
- Meet the Fair Labor Standards Act requirements for an employer-employee relationship.
- Have an established employment history with the employer for six months or more. This may include time spent as a temporary or contract worker performing work for the employer. It should be noted that an individual is not held to the six-month employment requirement if the IWT is being provided to a cohort of employees. In this instance, not every employee must meet the employment history requirement if many of the employees being trained do meet the requirement.

[Reference: Title 20 CFR Section 680.780]

An eligible individual participating in IWT is not required to meet the eligibility requirements for the Adult or Dislocated Worker program, unless they are also co-enrolled as a participant in the WIOA Adult or Dislocated Worker program and will receive WIOA funded services in addition to the IWT.

Employer Eligibility Criteria

The following factors must be considered when determining the eligibility of employers to receive the WIOA share of funds to provide training to incumbent workers using either Adult and/or Dislocated Worker formula funds:

1. The characteristics of the incumbent workers to be trained and how they would benefit from retention or advancement. Consideration should be given to employers who propose to train individuals with barriers to employment as defined in WIOA Section 3(24);
2. The quality of training. Whenever possible, the training should allow the participant to gain industry-recognized training experience and/or lead to industry-recognized credentials and/ or an increase in wages;
3. The number of participants the employer plans to train or retrain;
4. The wage and benefit levels of participants (before and after training);
5. The occupation(s) for which incumbent worker training is being provided must be in demand;
6. The employer is:
 - a. In an in-demand industry as determined by EDD labor market information; or
 - b. In an in-balance industry as determined by EDD labor market information; or
 - c. In a declining industry, but there are compelling reasons (e.g., evidence of long-term viability of the employer) justifying investment in incumbent worker training.
7. The employer must not have laid off workers within 120 days to relocate to California from another state;
8. The employer is current in unemployment insurance and workers' compensation taxes, penalties, and/or interest or related payment plan.

Each of the above factors leading to the approval of a CT/IWT training project with an employer must be documented and placed in the agreement file.

Funding for IWT

IWT is part of a comprehensive business engagement strategy designed to meet the special requirements of an employer (including a group of employers) to upskill current employees. To implement this strategy, Local Boards can use up to 20 percent of their Adult and Dislocated Worker formula allocations for IWT activities. This 20 percent can only be used for programmatic activities and cannot be used for administrative functions.

Generally, IWT should be provided to private sector employers, but there may be instances where non-profit and local government entities may receive IWT funds. For example, IWT funds may be used in the health care industry where nursing upskilling opportunities are available in a hospital operated by a non-profit organization.

Under WIOA, layoff aversion is now a required Rapid Response activity (Title 20 CFR Section 682.330). Local Boards can leverage Rapid Response funds by including IWT as part of a robust layoff aversion strategy for the Local Workforce Development Area (Local Area). Local Boards have flexibility to determine which strategies and activities are applicable in each situation, based upon the specific needs, policies, and procedures within the state and Local Areas.

The WIOA defines IWT as a business service, therefore, the delivery of IWT does not require the use of an Individual Training Account or that the training program be listed on the Eligible Training Provider List.

Employer Share

Employers participating in CT/IWT are required to pay the non-WIOA (non-federal) share of the cost of providing training.

The employer share is based on the total size of the workforce (wages paid to the participant while in training can be included as part of that share and the share can be provided as cash or in-kind that is fairly evaluated) as follows:

- At least 10 percent of the cost for employers with 50 or fewer employees.
- At least 25 percent of the cost for employers with 51 to 100 employees.
- At least 50 percent of the cost for employers with more than 100 employees.

Employer cost share contributions must be tracked and documented in the agreement file. In addition, the methodologies for determining the value of in-kind contributions must be documented in the agreement file and conform to cost sharing requirements.

[Reference: WIOA Section 134(d)(4)(C)-(D)]

The CT/IWT Agreement

Every CT/IWT opportunity will include an agreement with the Employer and a Training Plan for the Trainee (example in Attachment III). The agreement must include the requirements of WIOA rules and regulations; the occupation, skills and competencies to be learned; and the length of time the training will be provided. Agreement modifications must be in writing, signed and dated by all parties prior to the effective date of the modification. Verbal modifications are not valid.

Tracking IWT Expenditures

The EDD Workforce Services Branch's Financial Management Unit (FMU) is tasked with keeping track of IWT expenditures to ensure Local Boards do not exceed the 20% allowance for IWT. FMU has updated the expenditure reports the sub-recipients use to include a line item for IWT. Each quarter, FMU compiles a report for the Local Boards that details where they stand regarding

these expenditure levels. An example of the updated expenditure reports can be found as attachments to WSD16-13 (PDF).

Note – IWT expenditures can be counted toward the training expenditure requirement in WSD18-10 (PDF). The employer contributions for IWT can be counted as leveraged dollars.

Participant Case File

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

Employer Files

CT/IWT Service Providers are required to keep an individual file for each CT/IWT Employer which includes documenting employer eligibility. Employer files must be available to federal, state, and local monitors for compliance review.

IWT Performance and Reporting Requirements

Since eligibility for IWT is determined at the employer level (not the individual level), the Department of Labor (DOL) does not consider individuals in IWT to be a participant in the Adult and/or Dislocated Worker program. Individuals who only receive IWT are not included in the WIOA Adult or Dislocated Worker program performance calculations. However, the DOL requires Local Boards and the State to report certain participant and performance data on all individuals participating in IWT. The required information for these individuals is limited to demographic information, and information necessary to calculate employment in the 2nd and 4th quarters after exit, median earnings in the 2nd quarter after exit, measurable skill gains, and credential attainment. For calculating these metrics for IWT-only individuals, the exit date is the last date of training, as indicated in the training agreement.

To reduce the reporting burden on employers and the Local Boards, the DOL encourages the collection of Social Security Numbers (SSNs) as part of the training agreement with the employer. For all individuals where an SSN is collected, the EDD will conduct a base wage match to obtain their employment and earnings. For those individuals that have a pseudo SSN, it is the Local Board's responsibility to provide supplemental data. Additionally, it is the Local Board's responsibility to capture and enter credential information into CalJOBS for each IWT individual.

Note – If the individual in IWT becomes a participant in the Adult or Dislocated Worker program at any point, they are included in performance calculations for the core program that provides additional services.

IWT and CalJOBSSM

All recipients of IWT must be reported to DOL, regardless of whether they become a participant in one of the other WIOA programs. Individuals who participate in IWT must be registered in CalJOBS, and do the following:

- Title I – Workforce Development application with an Incumbent Worker eligibility date entered. The application and eligibility requirements for the IWT eligibility is truncated and requires minimal information.
- On the Eligibility Summary tab of the Title I application:
 - Set “Incumbent Worker Eligibility” to yes.
 - Add the appropriate IWT grant code, then select [Finish] to save the application.
- CalJOBS Activity Code 308 – IWT should be added to the application and associated to the appropriate funding stream for the duration of the IWT. If utilizing WIOA formula funds, staff must associate grant code 2284 – Incumbent Worker Training Formula to the 308 – IWT activity code.

Staff must ensure that the employer participating in IWT is registered as a preferred employer (recruiting employer) in CalJOBS, and the CalJOBS Activity Code E68 – IWT is added to the employer’s account.

Monitoring

For program and financial compliance, monitoring must take place at the end of training. Monitoring allows the WDBVC to determine if outcomes agreed upon in the Training Plan were met and that the employer non-federal share is still appropriate and has been met accordingly.

Monitoring shall be documented during onsite monitoring and using CalJOBS Case Notes. When performing the monitoring of CT/IWT, staff must verify and obtain copies of all applicable paperwork to support the information being reviewed.

For the completion of training, a list from the training facility stating who completed training and what credential was obtained or copies of the actual credential and/or certificate of completion, may be used to document completion and credential attainment.

For the increase in wages, copies of payroll documents shall be obtained.

To document layoff aversion, payroll documents confirming the trainee(s) continues to be employed shall be obtained.

To evaluate an employer’s performance to determine suitability for future agreements, ascertain the following:

- Did monitoring identify training as poor or incomplete;

- Was there an increase in wages after training;
- Was the participant dismissed after training or during the follow-up period; and
- Were there any participant or employer grievances?

ACTION

Bring this policy to the attention of all affected staff.

INQUIRIES

Inquiries regarding this policy can be addressed to the WDBVC at 805-477-5306.

/S/ Rebecca Evans, Executive Director
Workforce Development Board of Ventura County

ATTACHMENTS:

- Attachment I - Sample ITA Packet
- Attachment II - Sample OJT Packet
- Attachment III - Sample CT/IWT Packet

INDIVIDUAL TRAINING ACCOUNT RESEARCH

Date _____ Customer's name: _____ Phone #: (____) _____

Employment Specialist: _____ Phone #: (____) _____

Name of Provider (School) Representative: _____ Phone #: (____) _____

_____ \$ _____
 Vocational Training Course (as listed on ETPL) Cost Course Length

_____ _____ _____
 Next Start Date Estimated End Date School Vacation Dates

Is the training course you are considering, eligible for Pell Grant (Financial Aid) assistance? Yes No

If Yes, name of the Financial Aid Representative? _____

Class Days / Hours						
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

Additional required class hours for homework, projects, etc. (estimate) per week: _____

Is the training course offered only online? Yes No

Entrance Exams: Yes No List the type of entrance exam: _____

Additional Test(s) / Certification(s) fees not included in the ETPL course cost? Yes No

If yes, please explain: _____

Any additional Tools / Supplies / Uniforms not included in the ETPL course cost? Yes No

If yes, please explain: _____

Attendance policy of school and course training: _____

Are Externships / Internships / Apprenticeships offered with this course? Yes No

If yes, please explain: _____

Are placement services offered? Yes No

If yes, please explain: _____

Note to Customer: Three eligible training provider worksheets are suggested. Please review the Eligible Training Provider List (ETPL) on the CalJOBS web site. Worksheet(s) may be completed by the Customer, Employment Specialist, or School Representative.

INDIVIDUAL TRAINING ACCOUNT SELECTION

I _____ am aware of Customer Choice and I have
(Name of Customer)

researched the following number of training providers: _____.

I have chosen the following Training Provider based on my independent research and
assessment: _____.
(Name of The Training Provider)

<u>CRITERIA</u>	<u>YES</u>	<u>NO</u>
Location Most Accessible	<input type="checkbox"/>	<input type="checkbox"/>
Class Structure Most Appropriate	<input type="checkbox"/>	<input type="checkbox"/>
Satisfactory Performance	<input type="checkbox"/>	<input type="checkbox"/>

CUSTOMER'S RATIONALE FOR SELECTION:

Customer's Signature

Date

INDIVIDUAL TRAINING ACCOUNT AGREEMENT

Name of Customer

App #

I am committed to completing the vocational training that I have chosen at

_____ for the _____.
Name of Training Provider Name of The Training Course

Training Start Date

Training Estimated End Date

I agree to:

Contact my Employment Specialist once a month or more often if needed.

Promptly notify my Employment Specialist of:

- Any change in my address or phone number
- Any change in my financial situation
- Any change in school status or plans
- Any issues that could affect my progress in training
- If - for any reason - I will not be able to complete my training program.

Provide a copy of any grade or progress report to my Employment Specialist.

Attend all classes. If unable to attend a class, I will communicate with my Employment Specialist the same day.

Maintain, at a minimum, satisfactory progress in my training.

Begin my job search within 4 to 6 weeks prior to the end of training.

Enter my resume in the CalJOBS system, utilize the America's Job Center of California, and participate in job search as my plan states.

Have a goal to become employed within 90 days after completion of my training.

Notify my Employment Specialist within two days of becoming employed.

Cooperate with the Post-Employment Team with whom I will maintain direct contact throughout my first 12 months of employment.

I understand and will abide by the terms of this agreement. In addition, if I do not comply with these conditions, I may be asked to repay the costs incurred for the training and/or if applicable, classroom training may be terminated.

Customer Signature

Date

Employment Specialist

Date

INDIVIDUAL TRAINING ACCOUNT VOUCHER

Agreement #: _____
Customer Name: _____ App #: _____
Provider Name: _____ Federal Tax ID#: _____
Provider Address: _____
Street City State Zip code
Contact Person: _____ Phone Number: (_____) _____
Start Date: _____ Estimated Completion Date: _____
Total Training Hours: _____ Hours Per Week: _____

TRAINING OUTLINE

O-Net Code(s): _____
Name of the training course: _____ Online course
(ETPL description)

TRAINING COSTS

Tuition	\$ _____
Registration Fee	\$ _____
Books, Supplies, Materials	\$ _____
Miscellaneous (Specify): _____	\$ _____
SUBTOTAL	\$ _____
<hr/>	
Minus Pell Grant (Award letter attached)	\$ _____
Minus Customer Responsibility	\$ _____
Minus Other (Specify): _____	\$ _____
TOTAL TRAINING COST (PER ETPL)	\$ _____

REFUND POLICY

All participants who are enrolled in training must be covered by the training institution's tuition refund policy. In the absence of a refund policy established by the training institution, the service provider or subrecipient must negotiate a reasonable refund policy with the training site.

Service providers or subrecipients shall:

- _____ Be responsible for acknowledging/determining a refund is due for early termination of a participant's training.
- _____ Maintain, at minimum, monthly tracking to determine the participant is still receiving training and to ensure prompt return of any unused training monies.
- _____ Be responsible for the collection process of any outstanding training and/or tuition refund.

(Subrecipient or service provider initials)

In addition, prior to participants entering training, the service provider or subrecipient shall ensure that the refund policy must:

- _____ Establish general policy
- _____ Specify the circumstances in which require a refund for over-invoiced training, and
- _____ Must clearly define the recovery process used for over-invoicing or for services not provided.

(Subrecipient or service provider initials)

Subrecipients or service providers shall obtain the designated training provider’s standard policy regarding the amount of tuition that must be paid in advance to enroll or accept a participant. The Department of Labor Technical Assistance Guide Section II-6-10 states that “unless specifically required as a condition of attendance, as in a tuition payment required before beginning a formal training course, payment should not be made in advance of the receipt of services.” Subrecipients or service providers shall negotiate any advanced payments with the training provider to minimize out of pocket expense prior to the start of training.

The subrecipient or service provider must also verify the refund policy of the training provider for early termination of the participant from the training program. Prior to participants entering training, subrecipients or service providers shall ensure the refund policy includes the following:

- _____ Percentage of the advanced payment to be returned upon non-completion of courses.
- _____ Turnaround time of refund.
- _____ Time spent in training before a refund will no longer be honored.
- _____ Requirement for the training provider to immediately notify the subrecipient if a WIOA participant drops out of a training program during the period when tuition can be refunded.

(Subrecipient or service provider initials)

The refund policy shall be reviewed and established prior to signing this agreement.

CERTIFICATIONS

The undersigned certifies that the Provider will be reimbursed for all expenditures associated with the training of the above-named customer, provided such charges are consistent with provisions of the Eligible Training Provider List (ETPL). Signature of the Provider certifies the acknowledgment of course fee, content, and refunds.

Service Provider Representative	Signature	Date

Provider/School Representative	Signature	Date

Program Manager / Designee	Signature	Date

The undersigned agrees with the training to be provided and to abide by rules and regulations of the County of Ventura, Career Services (WIOA) Program, and the Provider.

Customer	Signature	Date

Submit Invoice to: _____

OJT TRAINING REFERRAL

INSERT OJT PROVIDER NAME HERE

Workforce Representative's Name:

Date:

Section 1: Program Summary

The Workforce Representative should complete the following information about the employer and the participant:

NAME OF EMPLOYER:	
ADDRESS:	
TYPE OF BUSINESS:	
NAICS CODE:	
NAME OF PARTICIPANT (IF KNOWN):	
STRENGTHS OF PARTICIPANT (IF KNOWN):	

Section 2: Funding Source

The Workforce Representative should complete this section with the proposed funding source that applies.

PROPOSED FUNDING SOURCE (Choices include NEG, STATE, ADULT, DW):	
---	--

Section 3: Job Description

The Workforce Representative should complete this section with information known about the potential job.

JOB TITLE:	
ONET CODE:	
BRIEF DESCRIPTION OF JOB:	

Section 4: Reason for Training Need

The Workforce Representative should complete the following information about the employer and participant:

STATEMENT OF NEED FOR TRAINING:	
SKILLS GAP (IF EMPLOYER HAS IDENTIFIED SPECIFIC GAPS):	

Section 5: Counselor Assigned to Referral

The Workforce Representative should complete the name and contact information of the counselor assigned to this OJT Training Referral:

NAME OF COUNSELOR ASSIGNED TO REFERRAL:	
COUNSELOR'S EMAIL:	
COUNSELOR'S PHONE NUMBER:	
COUNSELOR'S ADDRESS:	

OJT CONTRACT CHECKLIST

OJT contracts should include:

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

Disclaimer: The tools, templates, and information provided in the OJT Toolkit serve as a general guide for states and local areas. Although every effort is made to ensure that the material within this web site is accurate and timely, we make no warranties or representations as to the accuracy or completeness of the contents, whether the contents are current, or free from changes caused by third parties. All information is provided "as is" without warranty of any kind. No information provided in this site may be considered legal advice and it is the responsibility of each user of the OJT Toolkit materials to ensure that the materials meet all federal, state and local requirements. Use of the materials does not imply compliance with ETA requirements.

ON-THE-JOB TRAINING (OJT) CONTRACT

INSERT OJT PROVIDER NAME HERE

OJT Contract No:

Section 1: Contact Information

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

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

Section 2: Participant Information

Complete the contact information for participant and reimbursement rates.

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

Section 3: OJT Agreement

This On-the-Job Training (OJT) Agreement is between the Employer and the (OJT Provider), herein after called the OJT Provider and (Name of Employer), herein after called Employer. Both parties agree to the terms and conditions set forth within this contract. The contract term commences on (enter start date here) and terminates on (enter end date here).

Section 4: General Terms and Conditions

CONTRACT PURPOSE

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

OJT DEFINITION

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

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

TRAINING

1. Employer agrees to employ the participant and develop a training plan for the OJT participant that includes competencies needed to be satisfactorily skilled in the OJT position.

FISCAL

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

EMPLOYER ASSURANCES

7. Employer shall provide worker's compensation coverage for the OJT.
8. If the OJT is provided to one of the Employer's current employees, the Employer verifies that the OJT will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the OJT position will provide the OJT participant with additional wages, hours or benefits.
9. Employer certifies that the company is financially solvent on the date of this contract, and the Employer's best projection is that they will remain financially able to meet contract obligations at the end of the training period, including OJT participant's retention.
10. Employer agrees that wage and labor standards will be adhered to and to pay the OJT participant at the same rates, including increases, and benefits as participants or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in no event less than the higher rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum wage law. WIOA sec. 181(a)(1)(A)
11. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws).

12. Employer certifies that the OJT will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an OJT, or it has no collective bargaining agreement with a labor organization that covers the OJT position. 20 CFR 683.270.
13. Employer assures that they have not been debarred or suspended in regard to federal funding. 29 CFR Part 97.35.
14. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing. WIOA sec. 181(b)(7).
15. Employer certifies that no member of the OJT participant's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT participant. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the OJT participant's spouse. 20 CFR 683.200.
16. Employer assures that the OJT participant(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. 29 CFR 683.255.
17. Employer assures that the OJT participant has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees. 20 CFR 683.270.

ADDITIONAL TERMS

18. Employer must provide comprehensive general liability insurance protection to the participant.
19. OJT contract is subject to modification or termination due to actions taken by the Federal, State, or Local governments that result in a frustration of contract purpose. Such actions include, but are not limited to withdrawal of WIOA funding by the United States Congress, or the failure by the United States Congress to reauthorize WIOA program activities.

Section 5: Signatures

I hereby agree to all the terms and conditions in this OJT Agreement.

Authorized Signatures

DATE:

DATE:

EMPLOYER SIGNATURE:

OJT PROVIDER SIGNATURE:

TYPE/PRINT NAME:

TYPE/PRINT NAME:

TITLE:

TITLE:

ON-THE-JOB TRAINING (OJT) TRAINING PLAN

INSERT OJT PROVIDER NAME HERE

OJT Contract No:

Training Plan No:

Section 1: Contact and OJT Information

Complete the contact information for the employer and the participant.

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

Section 2: Occupational Information

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

JOB TITLE:	O*NET SOC #:	HOURS/WEEK:
JOB DESCRIPTION:		
REQUIRED JOB SKILLS FOR OCCUPATION:	STARTING CAPABILITY: DATE MEASURED	
1. Job Skill Needed	Not Skilled: <input type="checkbox"/> Some Skill: <input type="checkbox"/> Skilled: <input type="checkbox"/>	
2. Job Skill Needed	Not Skilled: <input type="checkbox"/> Some Skill: <input type="checkbox"/> Skilled: <input type="checkbox"/>	
3. Job Skill Needed	Not Skilled: <input type="checkbox"/> Some Skill: <input type="checkbox"/> Skilled: <input type="checkbox"/>	
4. Job Skill Needed	Not Skilled: <input type="checkbox"/> Some Skill: <input type="checkbox"/> Skilled: <input type="checkbox"/>	
5. Job Skill Needed	Not Skilled: <input type="checkbox"/> Some Skill: <input type="checkbox"/> Skilled: <input type="checkbox"/>	

Section 3: Training Information

Complete the training outline and estimated time for each skill.

SKILLS TO BE LEARNED:	ESTIMATED TRAINING HOURS:	END CAPABILITY DATE MEASURED
1. Skill To Be Learned	Estimated Training Hours	Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/>
2. Skill To Be Learned	Estimated Training Hours	Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/>
3. Skill To Be Learned	Estimated Training Hours	Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/>
4. Skill To Be Learned	Estimated Training Hours	Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/>
5. Skill To Be Learned	Estimated Training Hours	Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/>
LIST SUPPLIES AND TOOLS NEEDED FOR TRAINING:		

Section 5: Signatures

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

Authorized Signatures

DATE:

PARTICIPANT SIGNATURE:

TYPE/PRINT NAME:

DATE:

EMPLOYER SIGNATURE:

TYPE/PRINT NAME:

TITLE:

DATE:

OJT PROVIDER SIGNATURE:

TYPE/PRINT NAME:

TITLE:

ON-THE-JOB TRAINING (OJT) TRAINING PLAN MODIFICATION

INSERT OJT PROVIDER NAME HERE

OJT Contract No:

Training Plan No:

Modification No:

Section 1: Contact and OJT Information

Complete the contact information for the employer and the participant.

EMPLOYER NAME:	CONTACT PERSON:	TELEPHONE #:
PARTICIPANT Name:	EMAIL:	TELEPHONE #:
Beginning Date:	End Date:	Total Training Hours:
Hourly Wage Rate: \$	Reimbursement Rate: %	Maximum Reimbursement: \$
Job Title:	O*NET SOC #:	Hours/week:

Section 2: Modification Description

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

This Modification incorporates the following changes:

ON-THE-JOB TRAINING (OJT) PRE-AWARD CHECKLIST

TRAINING PLAN DEVELOPMENT AND IMPLEMENTATION

This checklist may be used in conjunction with the Pre-Award Employer Checklist or as a stand-alone guide for OJT staff as they negotiate the training plan with the employer. Review this list with the employer to determine if they have the capability to provide on-the-job training. The workforce representative may be able to provide some "value-added" assistance to prepare a training format with the employer.

- 1) The Employer's Training Plan is complete. Yes No
(Check "Yes" to this statement only if all following three responses are "Yes.")
- a. The plan outlines all the specific skill requirements for the OJT occupation. Yes No
b. The plan addresses the participant's assessed skills gap(s) for the OJT occupation. Yes No
c. Upon successful completion of the plan, the participant will acquire the skills necessary to meet all requirements of the job. Yes No
- 2) The instructor(s) providing instruction and guidance to the participant is capable of delivering instruction consistent with the employer's needs. Yes No
(Check "Yes" to this statement only if all following four responses are "Yes.")
- Each instructor(s) has:
- a. The desire to teach. Yes No
b. Knowledge of the subject(s) to be covered and skills required. Yes No
c. The ability to get along with others. Yes No
d. The ability to teach the required knowledge, skills and occupational fundamentals to others. Yes No
- 3) The participant will be provided instruction that ensures s/he will understand the underlying theories of the OJT position. Yes No
(Check "Yes" to this statement only if both the following responses are "Yes.")
- a. The instructor is well versed and understands the underlying theories of operation entailed in the OJT position. Yes No
b. The training outline provides for instruction in the underlying theories of operation reflected in the OJT position. Yes No
- 4) The instructor(s) and other staff providing guidance and example to the OJT participant maintain good working habits that reflect the employer's standards. Yes No
- 5) The instructor(s) or other staff responsible for delivering the training in the OJT training plan will have time (away from production and other duties) to carry out the teaching necessary for the participant to successfully complete the training. Yes No

(Note: This point is of particular concern in small business where instructors are often responsible for a significant portion of the company's production.)

ON-THE-JOB TRAINING (OJT)
PROGRESS REPORT AND INVOICE FORM

INSERT OJT PROVIDER NAME HERE

OJT Contract No:
 Training Plan No:
 Report for the Period Ending:

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

Section 1: Employer Contact Information

Complete the contact information for the employer.

EMPLOYER NAME:	CONTACT PERSON:	TELEPHONE #:
EMPLOYER ADDRESS:	EMAIL:	Alternate Telephone #:

Section 2: Participant Information

Complete the information for the participant including appropriate occupational information.

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

Complete if raises are awarded during training.

Revised HOURLY WAGE RATE: \$	TRAINING HOURS, REVISED RATE:	REVISED MAXIMUM REIMBURSEMENT: \$
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Section 3: OJT Participant Progress Report

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

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

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

Section 4: Participant Skills Evaluation

Complete and evaluate what was learned **during this report period**. The “skills to be learned” can be taken directly from the training plan, if the OJT Toolkit training plan template was used to create the training plan. It is recommended that these skills be measurable and documented in accordance with the five types of Measurable Skill Gains as defined in 20 CFR sec. 677.155(a)(1)(v) and TEGL 10-16, Change 1¹.

¹ The five measurable skill gains types are:

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

SKILLS LEARNED:	DOCUMENTED MEASURABLE SKILL GAIN, Y/N	TYPE OF SKILL GAIN, 1, 2, 3, 4, 5	# of training hours completed during this period	CURRENT CAPABILITY
1.				Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> Date measured:
2.				Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> Date measured:
3.				Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> Date measured:
4.				Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> Date measured:
5.				Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> Date measured:

Section 5: Reimbursable Hours Worked

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

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

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

Section 6: Signatures

All parties agree that information provided is accurate.

Authorized Signatures

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

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

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

CUSTOMIZED TRAINING | INCUMBENT WORKER TRAINING

PRELIMINARY QUESTIONNAIRE

This form must be completed before filling out the Customized Training (CT) / Incumbent Worker Training (IWT) application.

1. For employers with 50 or fewer employees (or prospective contractors representing more than one employer), are you able to match, at minimum, 10% of the costs for your CT/IWT program? Yes No N/A

For employers with 51 to 100 employees (or prospective contractors representing more than one employer), are you able to match, at minimum, 25% of the costs for your CT/IWT program? Yes No N/A

For employers with 100 or more employees (or prospective contractors representing more than one employer), are you able to match, at minimum, 50% of the costs for your CT/IWT program? Yes No N/A

2. For employers training prospective new hires, will CT program completers be hired as regular employees (and retained for a minimum of 90 days*) at your company or another company? Yes No N/A

For employers training incumbent (existing) workers, will all IWT program completers retain* their positions for a minimum of 6 months after training at your company? Yes No N/A

**Please note: You are not expected to retain employees that, after IWT program completion, have misconduct or violate company policies resulting in termination of employment.*

3. Will participants be hired or retained in positions that earn wages that are self-sufficient or in positions that have a demonstrated career path? Yes No

4. Has your business been operating at your current location for at least 120 days? Yes No

5. Are you able to comply with all applicable federal, state and local rules and regulations regarding non-discrimination and employment practices? Yes No

6. Do you have the administrative capacity at your company to manage the contracting process, track attendance sheets to confirm participants' attendance at the training, keep all invoices as proof of payment to the training provider, and other administrative duties of the CT/IWT program? Yes No

7. Do you plan to enroll at least 6 participants to your CT/IWT program? Yes No

8. Are you planning to use CT/IWT funds to relocate your business operations in whole or in part? Yes No

9. Are you planning to lay off any portion of your workforce and replace them with CT/IWT participants? Yes No

10. Has your company experienced any litigation in the last 12 months? If yes, please submit a brief memo explaining the litigation cause and how your organization has established prevention procedures. Yes No

11. Are you or have you been in default on payroll taxes or business taxes? Yes No

I understand that WDBVC has the right to approve or not approve CT/IWT applications at its sole discretion, based on program needs, budget limitations and employer (contractor) suitability to participate in the program. I hereby certify that the above information is, to the best of my knowledge, true and accurate.

Employer Representative Name (First and Last)

Employer Representative Signature

Date

Service Provider Approval (First and Last)

Service Provider Approval Signature

Date

CUSTOMIZED TRAINING | INCUMBENT WORKER TRAINING APPLICATION

COMPANY INFORMATION

COMPANY NAME Click or tap here to enter text.	FEIN Click or tap here to enter text.	COMPANY CONTACT Click or tap here to enter text.	TELEPHONE NUMBER Click or tap here to enter text.	
CONTACT EMAIL ADDRESS Click or tap here to enter text.		CONTACT TITLE Click or tap here to enter text.	FAX NUMBER Click or tap here to enter text.	
CURRENT ADDRESS Click or tap here to enter text.		CITY Click or tap here to enter text.	STATE Click or tap here to enter text.	ZIP Click or tap here to enter text.

PLANNED ACTIVITY

Please check the box that applies to the planned activity of the CT/IWT Training.

To avert layoffs by obtaining skills necessary for employment retention
Please include an additional document/letter to describe the need for the planned activity. Details should include the chosen training provider, competencies/skills to be learned, and/or name of actual training program.

To obtain skills necessary to retain employment
Please include an additional document/letter to describe the need for the planned activity. Details should include what certificate/credential will be obtained at the end of training, details regarding wage increases, position advancements, how the activity will increase competitiveness of employer and participants, or details regarding averted layoffs.

EMPLOYER NON-FEDERAL SHARE REQUIREMENTS

As required by the Workforce Innovation and Opportunity Act, the Employer will be responsible to pay the non-Federal Share of the cost of providing incumbent worker training. The Employer may pay this portion through both cash payments and fairly evaluated in-kind matching contributions.

The minimum amount of the employer share is dependent on the size of the employer and may not be less than:

- 10 % of cost, for employers with 50 or fewer employees;
- 25% of cost, for employers with 51-100 employees; and
- 50% of cost, for employers with 101+ employees

Total number of employees at this establishment: [Click or tap here to enter text.](#)
 Percentage to be covered by Employer: [Click or tap here to enter text.](#)%
 Employer non-Federal share associated with planned training: _____ Total cost of planned training: [Click or tap here to enter text.](#)

Payment for Services Rendered	Click or tap here to enter text.
Total Cost of Wages Paid to Participants During Training	Click or tap here to enter text.
Total Cost of Employer Share	Click or tap here to enter text.

Does Total non-Federal share meet the agreed upon percentage of shared cost? YES NO

Documentation must be provided to indicate the breakdown of total costs involved and what and how much each agency will be responsible for.

CUSTOMIZED TRAINING | INCUMBENT WORKER TRAINING AGREEMENT

COMPANY INFORMATION

TRAINING OPERATOR (SERVICE PROVIDER) Click or tap here to enter text.	CONTACT PERSON Click or tap here to enter text.	TELEPHONE NUMBER Click or tap here to enter text.
EMPLOYER Click or tap here to enter text.		FEIN Click or tap here to enter text.
ADDRESS Click or tap here to enter text.		AGREEMENT NUMBER Click or tap here to enter text.
CONTACT PERSON Click or tap here to enter text.		TELEPHONE NUMBER Click or tap here to enter text.

This training agreement is entered between the Click or tap here to enter text., hereinafter called the Training Operator, and Click or tap here to enter text., hereinafter called the Employer.

The parties hereto agree that occupational training will be provided to Click or tap here to enter text. individuals. If IWT, Employer agrees that this training will lead to a verifiable wage increase, at minimum, and may assist in increasing the competitiveness of the business and/or the employees, avert layoffs, or provide opportunity ties for advancement and backfill opportunities for less skilled workers. If CT, Employer agrees that this training will lead to hiring of the trained individuals.

Employer will be responsible for a fixed amount of the overall cost of training, equal to Click or tap here to enter text.%, to include in-kind matching contributions and direct cash payments, as agreed upon in accordance with the approved training application. The Training Operator will provide a total payment of \$ Click or tap here to enter text. for the planned training and will be paid pursuant to the terms and conditions set forth in the General Assurances outlined within this agreement.

If IWT, the majority of the workers trained under this agreement must be verified as having been employed at least 6 months with the employer. This verification must occur before the training is approved and begins. After training has been completed the Employer agrees to allow final monitoring to verify training completion, wage increase(s), and other details as outlined for training assistance.

EMPLOYER ATTESTATIONS

- a. The Employer attests upon entering this agreement that the training position(s) have not been relocated from any of its assets within the United States within the prior 120 days. YES NO
- b. The Employer attests upon entering this agreement that it has: 1) attempted recall on all employees on active layoff of less than 365 days, and/or 2) not given notice of layoff from the same, or any substantially equivalent, position. YES NO
- c. The Employer attests that an employer-employee relationship exists as defined by the Fair Labor Standards Act. YES NO
- d. The Employer attests that all employees have been verified as authorized to work in the U.S. YES NO

CONCURRENCE OF THE COLLECTIVE BARGAINING AGENT

- a. Is (Are) the occupation(s) in which employment and training to be offered subject to a collective bargaining agreement? YES NO
- b. If "Yes," has there been concurrence by the appropriate bargaining representative? YES NO

Please indicate the name, title, and union affiliation of the appropriate bargaining representative:

Click or tap here to enter text.

AUTHORIZED SIGNATURES

EMPLOYER SIGNATURE	DATE
TYPE/PRINT NAME	TITLE
AUTHORIZED TRAINING OPERATOR SIGNATURE	DATE
TYPE/PRINT NAME	TITLE

LEGAL CERTIFICATIONS

By signature of this Training Program Agreement, the Employer provides the following Certification regarding Debarment and Suspension in accordance with 2 CFR Part 2998 and certifies that to the best of his or her knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State of California department or agency;
- Have not within a three-year period preceding this Training Program Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in this certification; and,
- Have not within a three-year period preceding this Training Program Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.

Where the prospective primary Employer’s representative is unable to certify to any of the statements in this certification, such representative shall submit an explanation to the Training Operator.

The Contracting Agency (Employer) assures, as a condition to the award of financial assistance under the Workforce Innovation and Opportunity Act (WIOA) from the U.S. Department of Labor (USDOL), with respect to operation of the WIOA-funded program or activity and all agreements or arrangements to carry out the WIOA- funded program or activity, that it will comply fully with the nondiscrimination and equal-opportunity provisions of WIOA Section 188, 20 CFR 683.600, and 29 CFR Part 38.

NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE

Note: This assurance (portions which are duplicated elsewhere in other assurances) is applicable to the extent that the program activities are conducted as part of the One-Stop Delivery System (See 29 CFR 38.2).

As a condition to the award of financial assistance from the USDOL under Title I of WIOA, the Contracting Agency assures that it and its subrecipients will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contracting Agency (and its subrecipients) also assures that it will comply with 29 CFR Part 38, as proposed, and all other regulations implementing the laws listed above. This assurance applies to the Contracting Agency’s operation of the WIOA Title I financially assisted program or activity, and to all agreements the Contracting Agency makes to carry out the WIOA Title I financially assisted program or activity. The Contracting Agency understands that the United States has the right to seek judicial enforcement of this assurance.

The Workforce Development Board of Ventura County is responsible for ensuring WIOA recipients comply with the nondiscrimination and equal-opportunity regulations. If the employer has 15 employees and 15 WIOA participants during a grant year, the employer will be monitored for compliance with 29 CFR Part 38.

EMPLOYER SIGNATURE

DATE

TYPE/PRINT NAME

TITLE

GENERAL ASSURANCES

1. Planned Training Activities

- (a) It is agreed that the Employer and Training Operator will discuss and determine training strategies, methods and activities to deliver the most appropriate Customized Training (CT)/Incumbent Worker Training (IWT) services.
- (b) Training activities set forth by this agreement are designed to meet the special requirements of the Employer/group of Employers to either retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment.
- (c) Employer agrees by participating in such training that there is a commitment to retain or avert layoffs of the incumbent workers being trained.
- (d) In the event training is to avert a layoff, the agreement will document that the layoff may be averted through assisting workers to obtain the skills necessary to retain employment, which must increase both the training participant's and the company's competitiveness.
- (e) To support planned activities, Employer and Training Operator must document the increased skills obtained by the CT/IWT participant(s), such as an industry-recognized certificate or credential, or a promotion that correlates to the competitiveness of the job.
- (f) Employer agrees to allow Training Operator to have access to the training participants to complete enrollment(s) in the electronic case management system. Such procedures are required for local and state performance by the Department of Labor.

2. Participant Approval

The Workforce Innovation and Opportunity Act (WIOA) require that the following conditions must be satisfied for approving and paying the cost of Incumbent Worker Training:

- (a) Participant(s) must be employed, meet the Fair Labor Standards Act requirements for an employer-employee relationship, and have an established employment history with the Employer for at least 6 months. If CT/IWT is provided to a cohort of employees, the majority of participants must meet the 6-month employment rule.
- (b) No currently employed worker is displaced, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits;
- (c) Training does not impair existing contracts for services or collective bargaining agreements;
- (d) In the case of training which would be inconsistent with the terms of a collective bargaining agreement, written concurrence must be obtained from the concerned labor organization;
- (e) No other individual is on layoff from the same or any substantially equivalent job for which such eligible participant is being trained;
- (f) The job for which the participant(s) is being trained is not being created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.
- (g) The Employer has not received payment under any other training provided by such Employer which failed to meet the requirements of (a) through (f) above;
- (h) The Employer has not taken, at any time, any action which violated the terms of any certification described in 4(c) below made by the Employer with respect to any other training provided by the Employer for which any other Training Operator has made reimbursement payment; and
- (i) There is no member of the prospective participant's immediate family engaged in an administrative capacity for the Employer.

3. Termination of Contract

The performance of work under this agreement may be terminated by the Training Operator when, for any reason, it is determined that such termination is in the best interest of the program, or when it has been determined that the Employer has failed to comply with any of the other provisions contained in the agreement.

4. Layoffs or Termination of Participants

- (a) Employer agrees to report to the Training Operator within ten (10) working days in the event of a layoff, work stoppage, or reduction in hours for any part of the employer's workforce. Such situations may affect funding consideration or continued funding for an approved project.
- (b) Employer agrees not to terminate participant for the exclusive reason of training completion. It is expected that the worker will be retained for at least twenty-six (26) additional weeks after completing the training, if the participant desires to continue such employment, and the Employer does not have due cause to terminate the employment.

- (c) Debarment and Suspension: Employer agrees to meet Federal and State requirements regarding debarment and suspension.

5. Participant Wages and Benefits

- (a) Hourly wages paid to participants shall not be less than the highest of the following:
 - the minimum wage rate prescribed by the federal, state, or local law;
 - the prevailing wage rate for persons similarly employed by the Employer; or,
 - the wage rate required by an applicable collective bargaining agreement.
- (b) Employer agrees that the participant will receive all fringe benefits available to other employees in the same class during the training program, and the participant will be assured of workers' compensation at the same level and to the same extent as others similarly employed who are covered by a workers' compensation statute or system.
- (c) No participant will be required or permitted to work or train in buildings or surroundings under working conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety. Participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

6. Payments

- (a) Payment for Incumbent Worker Training shall be based on the agreed upon amount between the Training Operator and the Employer.
- (b) The Employer agrees to cover the non-Federal share associated with this training, through in-kind matching contributions or direct cash payments, as agreed upon in the training agreement.
- (c) Employer agrees to provide a verifiable wage increase to all participants who complete the training program. Payment for CT/IWT will be withheld until the wage increase has been verified. Documentation of this wage increase is to be submitted within 60 days of training completion.
- (d) Payments provided for CT/IWT will not be used for construction or production of articles for resale.
- (e) Payment for training activities are for the sole purpose stated in this agreement and these services will not supplant programs currently funded from another local, state, or federal source.
- (f) Employer must be current on tax payments. Outstanding state taxes could result in rejection of reimbursement until resolved.
- (g) Payments made under this agreement cover all payment obligations by the Training Operator to Employer. No other obligation for payment or other financial liability of any kind is incurred by the Training Operator.

7. Records Maintenance

- (a) Employer shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all training costs and services claimed to have been incurred and anticipated to be incurred for the performance of this agreement.
- (b) If in-kind contribution includes wages paid to participant(s) while attending training, the Employer must maintain documentation of attendance and proof of paid wages.
- (c) The Employer shall preserve and make available records until the expiration of five (5) years from the final payment under this agreement.
- (d) The Employer agrees that authorized representatives of the Training Operator and other representatives of funding sources shall be given access to, at all reasonable times, the facilities and records pursuant to this agreement.
- (e) Upon completion of training activities, the Employer shall assist in providing the Training Operator access to records to verify wage increases, completion of training services, and/or employment retention of employees according to the planned activities.
- (f) Employer affirms enrollment and participation in the E-Verify federal work-authorization program.

8. Disclosure of Confidential Information

The Employer agrees to maintain the confidentiality of any information regarding applicants and participants, or their families, which may be obtained through application forms, interviews, tests, reports from public agencies or counsellors, or any other source.

9. Laws Applicable

The Employer will perform its duties under this agreement in accordance with the WIOA regulations, procedures, and standards promulgated there under, as well as any subsequent legislation, regulations, procedures, and standards enacted in substitution or in addition thereto.

Acknowledgement: I have received the above information.

Employer's Initials: _____ Date: _____

CUSTOMIZED TRAINING | INCUMBENT WORKER TRAINING

SUPPLEMENTAL AGREEMENT

EFFECTIVE DATE Click or tap here to enter text.	CONTRACT NUMBER Click or tap here to enter text.	MODIFICATION # Click or tap here to enter text.
TO (EMPLOYER'S NAME AND ADDRESS) Click or tap here to enter text.		ISSUED BY (INCLUDE SERVICE PROVIDER ADDRESS) Click or tap here to enter text.

CHANGES HEREIN HAVE THE FOLLOWING IMPACT ON FUNDS IN THIS SUBCONTRACT

Increased by \$Click or tap here to enter text.
 Decreased by \$Click or tap here to enter text.
 Employer Match Percent Click or tap here to enter text.%
 Number to be Trained
 Unchanged

THE ABOVE-NUMBERED CONTRACT IS MODIFIED AS FOLLOWS
Click or tap here to enter text.

Except as hereby modified, all terms and conditions of said training agreement as heretofore modified remain unchanged and in full force and effect.

AUTHORIZED SIGNATURES

EMPLOYER SIGNATURE

DATE

TYPE/PRINT NAME

TITLE

AUTHORIZED TRAINING OPERATOR SIGNATURE

DATE

TYPE/PRINT NAME

TITLE

CUSTOMIZED TRAINING | INCUMBENT WORKER TRAINING BUDGET

EMPLOYER NON-FEDERAL SHARE REQUIREMENTS

COMPANY NAME
 Click or tap here to enter text.

As required by the Workforce Innovation and Opportunity Act, the Employer will be responsible to pay the non-Federal Share of the cost of providing incumbent worker training. The Employer may pay this portion through both cash payments and fairly evaluated in-kind matching contributions.
 The minimum amount of the employer share is dependent on the size of the employer and may not be less than:
 - 10 % of cost, for employers with 50 or fewer employees;
 - 25% of cost, for employers with 51-100 employees; and
 - 50% of cost, for employers with 101+ employees

Total Number of Employees at this Establishment: [Click or tap here to enter text.](#) **Required Employer Match %:** [Click or tap here to enter text.](#)

Category	CT/IWT/WIOA Funds	Employer Match	Training Cost at Completion of Training
Training Registration/Tuition	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Instructor/Trainer Wages <i>(if not included in Tuition costs)</i>	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Manuals/Textbooks	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Certification/Testing	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Materials/Supplies	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Training Equipment Purchase		Click or tap here to enter text.	Click or tap here to enter text.
Trainee Wages		Click or tap here to enter text.	Click or tap here to enter text.
Employee Training-Related Travel Costs		Click or tap here to enter text.	Click or tap here to enter text.
On-Site Facility Usage		Click or tap here to enter text.	Click or tap here to enter text.
Other: Click or tap here to enter text.		Click or tap here to enter text.	Click or tap here to enter text.
Other: Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Other: Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Other: Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Total Training Cost	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.

COSTS AT TRAINING COMPLETION

Does **Employer** cost meet the employer match percentage as required? YES NO
 Does **Employer** cost meet the match percentage at the end of training? YES NO
*If NO, the **Employer** match must be readjusted accordingly.*

COMPENSATION FOR TRAINING

Payments to Employer shall be reimbursed upon completion of training services. At which, a final verification of training will be determined and documented on this form. Verification of employer contributions must be provided before payment is received. Such verification is to include daily attendance records showing the date of each training date, total seat time per day, supporting payroll documentation for wages paid during training hours per participant, and supporting documentation to show proof of payment of abovementioned services.

EMPLOYER SIGNATURE

DATE

AUTHORIZED TRAINING OPERATOR SIGNATURE

DATE

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