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## **Green Country Workforce Development Board**

### **On the Job Training Policy**

**IMPORTANT!** This document contains important information about your rights, responsibilities and/or benefits. It is critical that you understand the information in this document, and we will provide the information in your preferred language at no cost to you. Call Tamara Peachey at (918) 316-6519 for assistance in the translation and understanding of the information in this document.

**Telephone Relay Service is available by dialing 711 or (800) 722-0353**

The Green Country Workforce Development Board (GCWDB) is the policy and guidance board for the Workforce Oklahoma system in Oklahoma. We are business leaders with a commitment to lead a highly skilled, productive workforce in our 18-county area.

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

The Green Country Workforce Development Board is an Equal Opportunity Employer/Program. Auxiliary Aids and Services are available upon request to individuals with disabilities. TDD/TTY: 1-800-722-0353 Green Country Workforce Development Boards Workforce Innovation and Opportunity Act Title I program funding statement can be found at: <https://www.greencountryworks.org/eo-funding-page/>

## **I. PURPOSE:**

The purpose of this policy is to provide guidance for the award and implementation of On-the-Job Training (OJT) contracts executed by the Green Country Workforce Development Board (GCWDB) and/or agents responsible for carrying out OJT activities under the Workforce Innovation and Opportunity Act (WIOA). In accordance with WIOA Section 3 (44), this policy allows for the provision of OJT when an eligible participant seeks to acquire occupational skills training through an eligible public, private or non-profit employer. The GCWDB requires the execution of written OJT contracts with employers that provides for a “structured” OJT opportunity.

## **II. EFFECTIVE DATE:**

GCWDB Executive Committee Approved and Effective 02/12/2026

**NOTE:** All GCWDB Policies and attachments are available for download at:

<https://www.greencountryworks.org/resources/policy-research-best-practices/>

## **III. BACKGROUND:**

The Workforce Innovation and Opportunity Act (WIOA) Section 3 (44) defines On-the-Job Training as:

- (A) provides knowledge or skills essential to the full and adequate performance of the job.
- (B) provides reimbursement to the employer of up to 50 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) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant and the service strategy of the participant, as appropriate.

OJT is a viable training option for eligible participants who prefer a hands-on training experience over a traditional classroom setting. OJT activity shall be conducted in accordance with WIOA and the GCWDB Local Plan. In Oklahoma’s rapidly changing economy, new and growing companies face both uncertainties and possibilities. OJT provides the opportunity for employers to hire employees and provide them with the new and additional skills needed to successfully perform on the job.

Through written contract, the employer provides structured training through OJT, in exchange for a percent of wage reimbursement to compensate for the employers cost associated with training and additional supervision of the OJT participant. The OJT provides WIOA participants the opportunity to receive training while employed and to be paid wages comparable to other employees in similar positions. From the beginning of the OJT, the participant is employed by the employer, with the intent of leveraging training and skill gains for retained employment after the OJT period ends. OJT gives employers the opportunity to tap into a pool of workers who are good candidates for a job but need additional training to be able to perform successfully on a specific job.

OJT is an important training services activity whereby employers provide necessary equipment and training for jobs by means of a “hire first - earn while you learn” strategy. WIOA participants who successfully complete the OJT period are subsequently retained in permanent employment. OJT is intended for occupations in the higher skills categories. It is not subsidized employment of low-skill occupations, which require very little training time. OJT is only appropriate for the length of time necessary to be trained in the specific occupation not to exceed 1040 hours.

The Green Country Workforce Development Board (GCWDB) delivers all Workforce Innovation and Opportunity Act (WIOA) Title I business services directly to employers, not through intermediaries. Our approach is intentionally designed so that businesses receive hands-on support, direct communication, and customized training solutions aligned with their workforce needs. Under WIOA, On-the-Job Training (OJT) and other work-based learning strategies are structured as direct contracts between the employer and the local workforce board or its service provider (20 CFR 680.700–680.730). GCWDB and its contracted service providers follow this model by engaging employers personally throughout the entire process— from outreach and assessment to training plan development, documentation, and reimbursement. Because these services are authorized under WIOA Title I and implemented locally by GCWDB, businesses receive them at absolutely no cost. WIOA §134(c)(3)(H) and 20 CFR 680.720 confirm that employer reimbursements are allowable program expenditures, designed to offset extraordinary training costs— not charges to employers. GCWDB’s OJT Policy reiterates this by establishing that reimbursements are paid directly to the employer for up to 50% of the trainee’s wages during training, with no fees assessed.

### III. REFERENCES:

The authority for this policy derives from Federal and State guidance.

WIOA Section 3 (44)

WIOA Section 134 (c)(3)(H)

TEGL 19-16

WSD #80-2024

**BABEL NOTICE:** (29CFR 38.9(g)(3)): This document contains vital service information. If English is not your preferred language, please contact:

Local EO Officer

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To enable telephone conversation between people with speech or hearing loss and people without speech or hearing loss please call Oklahoma Relay at 711(<http://www.oklahomarelay.com/711.html>) or TDD/TTY: 800-722-0353.

State Equal Opportunity Officer

Kacey Luster | Oklahoma Employment Security Commission, 2401 N. Lincoln Blvd., Oklahoma City, OK 73105

(405) 557-5496

EOfficer@oesc.ok.gov

### IV. ON-THE-JOB TRAINING OJT

OJT continues to be a key method for delivering training services to adults and dislocated workers. Locals may provide up to 50 percent of the wage rate of the participant to employers for the costs of training while the participant is in the program. For local areas to increase the reimbursement level up to 75 percent, the following factors must be taken into account:

- The characteristics of the participants, taking into consideration whether they are individuals with barriers to employment as defined in WIOA 3(24).
- The size of the employer, with an emphasis on small businesses.
- The quality of employer-provided training and advancement opportunities (for example, if the OJT contract is for an in-demand occupation and will lead to an industry recognized credential); and

- Other factors the LWDB may determine appropriate such as, the number of employees participating in the training wage and benefit levels of the employees, including both pre- and post-participation earnings, and relation of the training to the competitiveness of the participant.

WIOA career managers must document the factors used in program notes in the Oklahoma virtual case management system when deciding to increase the wage reimbursement levels above 50% and up to a maximum of 75%.

**A. Description:**

The GCWDB defines OJT as paid training that is provided by an employer to a participant while engaged in productive work in a job that allows the participant to acquire knowledge or skills essential to the full and adequate performance of the job.

OJT contracts must not be entered into with an employer who has received payments under previous WIOA or WIA contracts if the employer exhibited a pattern of failing to provide OJT participants with continued long-term employment as a regular employee with wages and employment benefits (including health insurance or benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same work.

An OJT contract must be limited to the period of time required for the OJT participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience and the participant's Individual Employment Plan (IEP) or Individual Service Strategy (ISS) however; no OJT Contract shall exceed 1040 hours. The training is limited in duration as appropriate to the occupation for which the participant is being trained. The employer is reimbursed up to fifty percent (50%) of the participant's (regular hourly-worked) wage, for the costs of providing the training and additional supervision related to the training.

**B. WAGE CAP:**

For the purpose of these OJT contracts, the training reimbursement is restricted by a wage cap as established by the Department of Labor's Employment and Training Administration (DOLETA). The GCWDB will reimburse an employer up to 50% of the OJT client's wages, not to exceed the state's average hourly wage rate. Refer to the most updated Bureau of Labor and Statistics Occupational Employment Statistics.

**C. OJT Job Development and Outreach:**

OJT development will begin through an outreach process in which potential qualified employers are identified and OJT contracts are written. Employer outreach will be a joint responsibility of:

- (1) The one-stop operator.
- (2) The service provider; and
- (3) GCWDB staff.

The one-stop operator will ensure that properly trained staff members are assigned to the task of engaging qualified employees. The one-stop operator will develop effective outreach tools and protocols that are appropriate to the needs of Green Country Workforce Development Area (GCWDA) businesses. To the extent possible, all outreach methods and materials will be designed from a business perspective. Outreach activities should be delivered in a manner that highlights the benefits of properly designed structured OJT activities. The GCWDB Executive Director will have the ultimate authority to approve all outreach methods, materials, and tools.

In every instance in which a service provider or one-stop operator engages an employer, care shall be taken to assure that no funds received under Title 1 of WIOA will be used to assist, promote,

or deter union organizing.

The GCWDB and its service providers will actively recruit the participation of eligible employers who meet the following profile:

- (1) The employer is in compliance with federal, state, and local laws, etc.
- (2) The employer maintains a safe working environment for its employees.
- (3) The employer offers wages and benefits that are competitive in the labor market.
- (4) The employer has adequate staff and equipment to carry out the OJT component; and
- (5) There is a reasonable expectation that successful OJT trainees will be retained in employment with opportunities for career advancement and wage progression.

**D. Individual Training Account (ITA) is not Required:**

The WIOA emphasizes a shift to more individual decision-making on the part of the program participant. Under WIOA, DOL allows Workforce Development Areas (WDAs) to use ITAs for out-of-school youth, ages 16-24, using WIOA youth funds when appropriate. In-school youth (ISY) cannot use youth programs funded ITAs. However, ISY between the ages of 18 and 21 may co-enroll in the WIOA Adult program if the young adult's individual needs, knowledge, skills, and interests align with the WIOA adult program and may receive training services through an ITA funded by the adult program. Adults and out-of-school youth who have been determined eligible are allowed to obtain and select training through an ITA. There are situations however, in which the best job preparation for some individuals is not through an ITA but by utilizing an OJT.

Contracts for OJT services are available through the Oklahoma Works Centers as established by the GCWDB. The contract must be completed and signed before the OJT participant starts working. The GCWDB's designated staff and employer must sign an OJT contract for each OJT participant. OJT systems operated by the WIOA adult, dislocated worker and youth service providers must include the method for collecting and reporting required information. This data collection and reporting system should be tied to the State's reporting requirements. The WIOA adult, dislocated worker and youth service providers must keep information that leads to a description, rating, or an assessment of the success of the OJT employer – that is as far as their ability to be successful in training and employing the participant. The collected information should include the identification of the employer, number of participants in the employer's OJT, and number of participants successfully completing the training and being subsequently hired into the occupation for which they trained. This recordkeeping by the service provider will also contain information as it relates to the employer's ability to provide accurate time sheets within the required time frame and other activities as related to the contract. This information will be supplied by the service provider to the GCWDB at the end of the program year in a cumulative report and utilized in the future to establish an OJT Eligible Provider List for the GCWDA.

**E. Groups with Special Needs:**

1. Employed Participants: Employed individuals are allowed to participate in an OJT activity under the WIOA. However, special attention must be given by the OJT Service Provider to ensure that the OJT contract is for a position that requires "skills" considerably different compared to the current position that the participant is holding as employment. Where a person has related training or experience, more attention must be given to the necessity and rationale for the training provided.
  - a) The employee is not earning a self-sufficient wage as determined by the GCWDB local policy.
  - b) The requirements in 680.710:
    - OJT is provided under a contract with an employer in the public, private non-profit, or private sector. Through the OJT contract, occupational training is provided for the

WIOA participant in exchange for the reimbursement of up to 50 % (not to exceed 1040 hours) of the wage rate (not to exceed the State's average wage cap) to compensate for the employer's extraordinary costs.

- The local program must not contract with employers who have previously exhibited a pattern of failing to provide OJT participants with continued long-term employment with wages, benefits and working conditions that are equal to those provided to regular employees who have worked a similar length of time and are doing the same type of work.
  - An OJT Contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan.
- c) The OJT relates to the introduction of new technologies, introduction to new production or service procedures, upgrading to new jobs that require additional skills, workplace literacy, or other appropriate purposes identified by the GCWDB.
2. Dislocated Workers: Under WIOA there is no provision for the receipt of unemployment compensation benefits for dislocated workers participating in training. OJT services are authorized for dislocated workers. However, the OJT Service Providers must advise the participant who is receiving unemployment compensation benefits, that immediately upon beginning an OJT assignment, s/he is to report his/her wages when earned to the unemployment compensation authorities as required by Oklahoma and federal law.
3. Veterans: Priority of service must be given to informing military veterans of job training opportunities including OJT training and other services of interest to veterans.
4. Individuals with Disabilities: OJT Service Providers must provide equal opportunity for those participants with a disability to participate in an OJT activity. Reasonable accommodations will need to be made with the OJT employer in regard to the American with Disabilities Act. WIOA Service Providers are strongly encouraged to involve the Vocational-Rehabilitation Partner in the OJT contract development for participants with disabilities.

**F. On-the-Job Training (Minimum Requirements):**

Training must be provided to a paid OJT participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job.
- Provides reimbursement to the employer of up to 50 percent of the wage rate (not to exceed State average Wage Cap) of the participant for the extraordinary costs of providing the training and additional supervision related to the training; and
- Determines the appropriate length of the contract, with consideration given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's IEP or ISS. At no time shall the Contract exceed 1040 hours.

**G. Training must be provided by an employer that:**

- Has not failed to meet the requirements of a previous OJT Contract. The exception to this requirement is if the employer failed to meet the requirements of a previous OJT Contract through no fault of his/her own.

- Has not reduced the workforce with the intention of filling the vacancy with the individual receiving training from the OJT Contract or displaced a currently employed worker as a result of the OJT Contract; and
- Has not violated the terms of any collective bargaining agreement.

#### **H. Training Contracts/Agreements:**

State Guidance requires a written contract that provides a “structured” occupational training opportunity. Under this policy, structure is defined as a contract that specifically describes the occupation, wages, training duration and a detailed job description. The employer provides this training on-the-job in exchange for a reimbursement to compensate for the employer’s extraordinary costs associated with the training and the lower productivity of the OJT participant. The extra costs are presumed and need not be documented. OJT contracts may be written by the WIOA case manager and approved by the WIOA service provider supervisor.

- i. An OJT contract must be limited to the period of time required for the OJT participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant’s IEP or ISS. An OJT Contract is not to exceed 1040 hours.
- ii. OJT Contracts must not be entered into with employers who have displayed poor patterns of retaining OJT participants in the past. Consideration will be given to such factors as the number of contracts written with an employer, and the time elapsed since the last contract with regard to this requirement.
- iii. OJT employers must not have violated labor laws, discrimination laws, environmental protection laws, or health and safety laws. This may be accomplished through a written assurance from the employer incorporated into the contract. OJT employers must also ensure that workers compensation is provided to participants in the OJT activity on the same basis as the compensation is provided to other employees in similar work situations.
- iv. OJT Contracts using WIOA Title 1 funds may not be executed if the employer has relocated to the region from another location in the United States within 120 days AND if the relocation resulted in jobs lost by employees at the original location. OJT Contracts should not be written for jobs:
  - Where an employer would typically be able to train a new employee in the first few days or weeks on the job.
  - Where the principal source of income is tips, commissions, or piecework; or
  - That is intermittent or seasonal in nature.
 In Addition:
  - OJT Contracts cannot be used to assist, promote, or deter union organization.
  - Wages paid to OJT participants must be at least the prevailing entry wage for any specific entry occupation in this community, however, not to exceed the State’s average wage cap.
  - If the employer operates under a collective bargaining agreement, the wage and benefits must be those specified in that union agreement and the job opening must be cleared with the appropriate union.
  - The GCWDB uses the Contract (*Attachment B*) and is subject to all Federal, State, and local monitoring.

- v. In accordance with State guidance, the minimum elements required in all OJT Contracts/Agreements are as follows:
- (1) Trainee name.
  - (2) Trainee Wage.
  - (3) Name, address and telephone number of the employer and physical location of the employer (if PO Box).
  - (4) Employer identification number.
  - (5) Training occupation/job title – If available attach a copy of the employer’s job description.
  - (6) Description of demand occupation involved and the skill(s) and competencies to be provided and learned.
  - (7) Definition of what constitutes successful completion of training such as minimum number of hours to be completed, employer evaluation, and/or minimum mastery of skills.
  - (8) Beginning and end dates, and hours of training to be provided.
  - (9) Agreement on maximum allowable costs of training.
  - (10) The employer intends to retain the OJT participant upon satisfactory completion of training.
  - (11) Employer is to be reimbursed up to 75% of the wage rate of the participant for the extraordinary costs of providing the training and additional supervision. LWDBs MUST document the factors used when deciding to increase the wage reimbursement levels above 50% and up to a maximum of 75%.
  - (12) Collective Bargaining Unit Concurrence.
- vi. In addition to the training conditions listed above, OJT contracts must contain the following three clauses:
- (1) Termination of OJT Participants – The employer agrees that the OJT participant shall not be terminated from training without giving prior notice to the GCWDB’s designated staff that signed the OJT Contract and reasonable opportunity is given for correction or improvement of performance. The employer and WIOA case manager also agree that they will immediately notify GCWDB staff if the OJT participant has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The employer understands that the termination of an OJT participant is subject to the GCWDB’s grievance procedures.
  - (2) Displacement of Currently Employed Workers – The employer agrees that no currently employed worker shall be displaced by the OJT participant including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJT participant shall be placed into a position that is currently vacated by an employee who is on layoff or into a position in which the employer has terminated the employment of an employee with the intention of filling the position with an OJT participant. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current employees not involved in OJT.
  - (3) Access to Records – The employer agrees that at any time during normal business hours, and as often as deemed necessary, the GCWDB’s designated staff monitor or contracted entity (rather than a board staff person), State of Oklahoma, U.S. Department of Labor, or other authorized federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such an inspection

shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the OJT participant is making sufficient progress.

**I. Modifications:**

Modifications to this contract may be made by the OJT Service Provider agency and the GCWDB's service provider in order to de-obligate funds in the event of a trainee's termination or situations in which a trainee does not begin OJT training within a reasonable time or extending the training period, to de-obligate or increase funds, correcting errors made in the initial contract, obtaining new or additional authorized signatures. The OJT Contract Modification form will be used for this purpose.

**J. Recordkeeping System:**

The service provider is responsible for payment and is accountable for making sure that records are maintained in accordance with applicable Federal, State and GCWDB requirements. All contract files will be maintained by GCWDB's service provider who is responsible for payment, and must contain all payment information, as well as the required documentation listed below.

- a) Employer Orientation — The employer will receive an orientation from the WIOA case manager to ensure the employer understands:

The contract terms.

- The purpose of the OJT (including the training plan).
- The best method of communicating with the service provider.
- The process of preparing and submitting timesheets; and
- That the OJT participant must receive an orientation from the employer, which includes the employer's expectations, training, and evaluation methods. It should be made clear to the employer that orientation which is provided to all new employees is not reimbursable; only orientation specific to the training plan may be reimbursed; and
- Termination procedures, in accordance with board policy, and as described in the Contract (#4 under Employer Assurances.)

The OJT Employer Orientation Form must be completed.

- b) OJT Employee Orientation—The employer will provide an orientation to the OJT employee that covers:

- The employer's rules;
- Expectations;
- Safety information; and
- Benefits.

The Employee Orientation Form must be completed.

- c) Documentation—The documentation listed below must be maintained in the OJT Contract file in addition to the required elements stated in this guidance:

- Pre-Award Review (Attachment A);
- Contract (Attachment B) (Original);
- Training Plan/Evaluation Form (Attachment C);
- Employer OJT Orientation Certification Form (Attachment D);
- OJT Employee Orientation Certification Form (Attachment E)

- OJT Training Time Documentation Record (Attachment F)
- OJT Contract Modification Form (Attachment G)
- OJT Additional Employer Information Form (Attachment H)
- OJT Payment Timesheet/Invoice (Attachment I)
- Training payment invoices;
- Monitoring reports, including problems, corrective action, and follow-up;
- Proof of Workers Compensation Insurance Coverage;
- Staff should include the rationale for those skills and competencies to be learned, i.e., O\*NET, Job Description, etc. This information must be entered into the participant's IEP or Goals and Talent fields of OSL;
- If the employer does not retain the OJT participant or the participant fails to satisfactorily complete training – designated staff should document the justification for either situation; and
- Rationale for the OJT duration must be entered into the Service and Training Plan;

The WIOA Service Provider must ensure that contract documentation is accurate and complete.

A training plan must be developed for each WIOA participant engaged in an OJT activity. The Training Plan does not need to be kept in the contractor file but must be uploaded and be included in the WIOA participant file.

**K. Hire First Principle:**

Employers must agree to hire the participant prior to any training for all OJT Contract/Agreement positions. This does not mean that the employers can "try out" or work the trainee for a period of time prior to contract funding to see if the trainee will work out. The following statements must be shared with the potential employer so that there is a clear understanding:

- The employer "hires" the participant as of the entry date into the OJT program;
- The participant is considered to be an employee, not a trainee, of the employer;
- The participant is entitled to all the rights and benefits of all regular employees; and
- The employer has made a commitment to provide continued employment after training.

**L. On-Site Contractor Review, Monitoring & Oversight:**

**a) On-Site Review**

The GCWDB designated Staff (not WIOA Service Provider staff) will monitor each OJT contract on-site at least once during the training period to ensure compliance with contract terms and to help solve any concerns between the service provider, employer(s), and/or OJT participant. The GCWDB designated staff should verify that the participant is receiving the training contracted for in the agreement and that the participant is not required to engage in activities prohibited by WIOA. The GCWDB designated staff must also review participant's attendance records to ensure that the participant is attending and progressing in the training and review employer records to assure that the participant is receiving proper wages and that the employer is withholding taxes and paying workers compensation. Any compliance issues requiring corrective actions must comply with the local monitoring policies and procedures before final payment is made on the OJT training contract.

**b) Documentation**

The documentation listed below must be maintained in the OJT Contract file in addition to the required elements stated in this guidance:

1. Original OJT Contract;
2. Pre-award checklists;
3. Any modifications to the Training Contract;
4. Training Time Documentation;
5. Participant Level of Completion;
6. Training payment invoices;
7. Monitoring reports, including problems, corrective action, and follow-up;
8. Justification of termination;
9. Proof of Worker's Compensation

Frequent contact with the employer and OJT participant is essential. The case manager must monitor OJT contracts monthly, at a minimum, in order to evaluate the OJT participant's progress, to document that the training is being provided as outlined in the contract, for compliance with provisions of the contract and to ensure that reimbursements are being made in accordance with procedures. The case manager must provide detailed documentation in the online system under program notes.

Methods of contact can include on-site visits, phone, email, and in-person visits at other locations. Methods of contact must be sufficient to assure that training is being provided as specified in the OJT contract. Contact information will be documented in program notes on a monthly basis.

**c) Adult Training Funds:**

WIOA specifies that in the event that funds allocated to a local area for adult program training activities are limited, priority for career services funded with Title I Adult funds must follow priority of service policy.

**d) Occupational Eligibility:**

In order to develop an OJT contract, the occupation an in-demand occupation. In general, all occupations that require a period of significant training and instruction to acquire specific skills and knowledge are eligible for on-the-job training.

1. The objective of any training is unsubsidized employment. The Workforce Investment

Area's history shows that employment is much more likely to occur from an OJT than from classroom training. The Demand Occupations in the GCWDA should be for the current job openings.

2. The occupation must not be seasonal, intermittent, or temporary.
3. The occupation must not involve payment in the form of a commission as the primary source of reimbursement to the OJT participant.
4. The occupation must not include political or religious activity.
5. The occupation must be one in which specific occupational training is a pre-requisite for employment and be rated on the Specific Vocational Preparation Level (SVP) scale of at least three. Waivers to this requirement are permitted provided sufficient justification is contained in or attached to the OJT participant's "Training Time Documentation Record" (Attachment F).
6. The occupation must provide a minimum weekly number of hours totaling twenty-four (24). Waivers to this requirement are permitted provided sufficient justification is contained in or attached to the OJT participant's "Training Time Documentation Record" (Attachment F).
7. For youth, the position must:
  - a. Include a written program of structured job training that will provide the OJT youth participant with an orderly combination of instruction in work maturity skills, general employment competencies and occupational specific skills; and
  - b. Be for positions that have career advancement potential.
8. OJT shall not be conducted at work sites where adequate provisions have not been made for the OJT participant's occupational safety and health.

**e) Employer Eligibility:**

The next step in developing an OJT is to identify an eligible OJT employer interested in providing OJT to a WIOA participant.

1. The employer is a legitimate employer, having full-time employees, and conducting their trade or business at an appropriate work site.
2. The employer provides Worker's Compensation insurance or equivalent on-site medical and accident insurance for work-related activities.
3. The employer is not involved in a current labor dispute and does not have a history of frequent layoffs.
4. The OJT contract is not being used to displace currently employed workers or to reduce the hours of currently employed workers below their normal schedule.
5. The OJT contract is not being used to replace a currently laid-off worker or deny a current worker promotional opportunity.
6. The employer would not have hired the OJT participant in the absence of the OJT contract.
7. The OJT will be conducted at the employer's place of business and will not be subcontracted.
8. If the employer is a temporary employment agency, a) the OJT participant must be treated as all other agency employees, b) the employment must not be seasonal,

- temporary, or intermittent, and c) the employer must have a contractual relationship with the GCWDA.
9. The employer must not have failed to provide long-term employment. Employers who fail to provide long-term employment or similar wages and working conditions and fail to provide satisfactory explanations are not eligible for OJT contracts utilizing GCWDB's WIOA program funds for a period of one year from the date of determination of ineligibility. An "Eligible OJT Employer Provider" list will be generated as OJT Contracts are used more frequently and presented by the Service Provider on a quarterly basis.
  10. If the employer has previously been involved in an OJT training program or similar federally funded training activity, performance must be reviewed for the three years prior to the pre award review date. The OJT Service Provider agency must obtain the dates and contract numbers of any training contracts during this period, and document using the OJT Additional Employer Information Form:
    - a. The number of individuals who participated in OJT contracts,
    - b. The number of participants who completed training and continued employment with the employer,
    - c. The length of time that participants were employed following training,
    - d. The average length of employment for other new hires of the employer in similar occupational positions,
    - e. The average hourly wage of participants following training, and
    - f. The average hourly wage of other individuals similarly employed, following a length of time equal to the training received by the participants.
  11. Employers whose record shows a lower retention rate of participants compared to other similarly situated employees are not eligible, unless the employer provides a narrative explanation that justifies such a lower rate. Acceptable explanations include participants quitting voluntarily, participants terminated for cause, or unforeseeable changes in business conditions.
  12. Employers whose record shows a lower wage rate for participants compared to other similarly situated employees or working conditions at lower levels or to different extents than similarly situated employees are not eligible, unless the employer provides a narrative explanation that justifies such lower rate or conditions.
  13. An employer may apply for reinstatement of eligibility after one year by documenting the following:
    - a) Employer has had a change in management;
    - b) Employer has had a change in procedure of handling personnel which is more conducive to long term employment for OJT participants; or
    - c) Employer has submitted a corrective action plan that provides specific action taken to prevent another failure to provide OJT participants with long-term employment, and comparable wages and working conditions.
  14. If an employer has recently relocated (within 120 days) and that relocation has resulted in a loss of employment at the original location, no contract(s) shall be written with that employer.

**f) Participant Eligibility:**

In order to use WIOA funding for an OJT activity, the participant/trainee must be deemed an eligible WIOA adult, youth or dislocated worker who is suitable for the OJT being offered, as

determined by his or her ISS or IEP. The WIOA case manager will identify and connect the trainee to the OJT employer.

1. The participant must be assessed and the assessment and his or her ISS/IEP must support and reflect that OJT is the appropriate service for the participant.
2. The participant must not lack the basic skills needed to perform the job. Key Train and other software or instruction may be provided to bring deficient skills up to the needed level before beginning the OJT.
3. The participant must not have significant prior experience and/or education in the selected occupational area.
4. The participant must not be on temporary lay-off and expecting to be recalled by their former employer.
5. The participant must not be awaiting other program activity participation (i.e., awaiting the beginning of occupational or classroom training).
6. The participant must not have been previously employed by the prospective OJT employer in the same job, or a similar job except in accordance with this policy.
7. Under no circumstances will an OJT be allowed in situations where an individual has been hired by the employer prior to the execution of an OJT contract for the specific job the contract is initiated.
8. A potential WIOA participant may be referred to the OJT Service Provider agency for WIOA eligibility determination and certification for OJT participation from an employer or other agency. Such referrals are known as “reverse referrals,” and are subject to the following additional conditions:
  - a) The participant must progress through the OJT service provider’s eligibility and assessment process as would any other client;
  - b) The completed ISS or IEP must indicate that OJT is necessary for the participant to perform the work associated with the occupation
9. If the proposed OJT participant is a youth and is a high school dropout, the youth participant will be encouraged to participate in the OJT if he/she also enrolls in and attends a school, course, or program that leads to a high school equivalency, or agrees to re-enroll in and attend a traditional school, an alternative school, or an alternative course of study approved by the local education agency.
10. OJT contracts may be written for eligible employed workers when the employee is not earning a self-sufficient wage as determined by the GCWDB and the OJT relates to the introduction of new technologies, new production, or service procedures, upgrading to new jobs that require additional skills or workplace literacy.

**M. Training Plan/Evaluation Form:**

A Training Plan/Evaluation Form (*Attachment C*) must be constructed for each OJT position as written in an OJT Contract/Agreement. The Training Plan/Evaluation Form (*Attachment C*) is a part of the OJT Training Contract/Agreement, and the worksheet will be used as tool to determine the specifics of the Training Outline. The training plan will be developed by the WIOA Title 1 case manager in conjunction with the trainee. At a minimum, the Training Plan/Evaluation Form must contain the:

1. Skill and/or Knowledge Area – This area shall describe a general skill or knowledge to be learned (e.g., operate a lathe). The training outline worksheet must clearly state the specific units of knowledge and skills that will be acquired during the training period. It must list these skills and units of knowledge in the sequence in which they are to be taught and identify the approximate number of hours of training time to be devoted to each.
2. Evaluation Method – A description of how each skill will be measured shall be included

(e.g., observation, product inspection, etc.).

3. Performance Evaluation – Each skill shall be measured to determine if the performance is at the entry level for the selected job. An overall evaluation must then be established to determine if the participant has acquired the skills at a level necessary to successfully function in the job.
4. The employer shall evaluate each standard at the end of the contract period through the use of the Training Plan/ Participant Evaluation Form to determine the attainment of the OJT achievement objectives as stated. The employer shall also conduct monthly evaluations using the Evaluation Form provided on the timesheet.
5. Training Hours – The training outline worksheet shall list the number of training hours devoted to each skill. This will also be entered in the training outline section of the OJT contract. The employer is expected to complete the training outline utilizing the maximum hours allowable. The OJT Service Provider agency must coordinate with the employer to shape the training outline to the needs of the OJT participant.

**N. Length of Training**

**1. Specific Vocational Preparation**

OJT shall be limited in duration to a period no longer than that generally required for developing the skills needed for the position being trained but cannot exceed 1040 hours.

The training hours generally required for a specific occupation are determined by an SVP Dictionary of Occupational Titles (DOT) code number for the occupation. The SVP number shall determine the maximum number of training hours allowed for the occupation. Special cases such as disabilities or other extraordinary barriers may justify exceeding the SVP but must be rationalized in the “Training Time Documentation Record” (*Attachment F*).

Occupational Codes can be found on the O Net Codes website at: <https://www.onetonline.org>. The rating scale to determine maximum training time is reproduced below:

SVP	MAXIMUM OJT TRAINING TIME
3	400 hours
4	700 hours
5	1000 hours
6	1300 hours
7	1600 hours
8	1900 hours
9	2080 hours

Note: This maximum time is only a starting point for determining reimbursable hours. These hours must be reduced by an amount of hours not less than those reflected in the reduction formula presented in the next section.

## 2. Reduction of Training Time

The training time for a specific OJT must be reduced for related prior occupational experience, education, and training. Follow the policy below in determining the amount of the reduction.

a) Prior Experience - the maximum training length of OJT shall be reduced by:

- One week (40 hours) for each month of prior employment in the same occupation with a different employer. (Determination of same occupation shall be determined by the case manager upon evaluation of the individual's specific job duties and skills performed in the previous occupation.)
- Forty (40) hours for each three (3) months prior employment in a directly related job.

b) Related Education/Training - the maximum length of OJT shall be reduced by:

- Eighty (80) hours shall be deducted for any occupational certification or degree in the field of the OJT Contract.

## O. Training Contract/Agreement:

The OJT Training Contract, also known as the OJT Agreement, finalizes and formalizes the OJT arrangements. It must be preceded by the steps above, and must include the Training Outline, the Terms and Conditions, and the contract pages.

In constructing the OJT Contract/Agreement and in negotiations with prospective OJT employers, the OJT service provider staff are to keep in mind that the GCWDB will not reimburse any OJT employer for any amount in excess of the percentage amount, as stated in the contract, of the trainees wages actually paid during the training period specified in the OJT Contract/Agreement, except for the costs of special tools which are not ordinarily supplied by the employer, but which are necessary to the trainee's continued employment and are consistent with the GCWDB's policies, or the Governor or GCWDB may increase the amount of the reimbursement described in WIOA section 3(44) to an amount of up to 75 percent of the wage rate of a participant if:

1. The Governor approves the increase with respect to a program carried out with funds reserved by the State under that chapter, taking into account the factors described below
  - The characteristics of the participants;
  - The size of the employer;
  - The quality of employer-provided training and advancement opportunities; and
  - Such other factors as the Governor or GCWDB, respectively, may determine to be appropriate, which may include the number of employees participating in the

training, wage, and benefit levels of those employees (at present and anticipated upon completion of the training), and relation of the training to the competitiveness of a participant.

2. The GCWDB approves the increase with respect to a program carried out with funds allocated to a local area under such chapter, taking into account those factors.

**P. Approval and Certification:**

The OJT Pre-Award Review form must be forwarded to the GCWDB's service provider representative for approval. The OJT Contract/Agreement must be accurately completed, not contain any whiteout, signed by the employer and by the OJT service provider agency.

**V. OJT TERMS AND CONDITIONS:**

The OJT Pre-Award Review form must be forwarded to the Green Country Workforce Development Board's service provider representative for approval. The On-the-Job Training Contract/Agreement must be accurately completed, not contain any whiteout, signed by the employer and by the WIOA service provider representative.

**A. Training**

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

**B. Fiscal**

1. The GCWDB Service Provider shall reimburse the employer on a monthly basis in an amount not to exceed the maximum training reimbursement. Reimbursable wages shall not include undocumented payments to the OJT employee. No reimbursement shall be made for work performed outside of the terms of the Contract, or during periods of work stoppages, fringe benefits which include paid holidays, sick leave, or vacation leave. Overtime hours in excess of 40 hours per week shall be reimbursed at the regular rate of pay. The employer must pay the overtime rate in excess of the regular rate in full. This does not preclude a participant

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

2. The OJT employer agrees to maintain adequate time and attendance, payroll, and other records to support amounts reimbursed under the OJT Contract. Wages must be paid to the OJT participant by check or direct deposit. Reimbursement time sheets must be signed in ink by both the employer and the OJT participant and must be submitted according to the Contract agreement. Inaccurate or incomplete timesheets or timesheets submitted more than thirty (30) days after the end of the training period may not be honored, at the sole discretion of GCWDB. Copies of the timesheet(s) are to be maintained by the employer along with a copy of the OJT Contract.
3. All reimbursement requests submitted by the employer shall be supported by business receipts, time and payroll records, and other records normally kept by the employer.
4. The employer shall preserve all OJT participant payroll records, fringe benefits and personnel records for three (3) years after the end of the training period, or longer if any litigation or audit is begun or any claim is instituted which involves these records. The employer shall retain the records beyond the three (3) year period until the litigation, audit findings or claim has been resolved.
5. GCWDB Service provider will issue OJT Contract numbers. The case manager will contact the GCWDB Service provider for the OJT Contract numbers for all the contacts.
6. The employer agrees that at any time during normal business hours, and as often as deemed necessary, GCWDB, State of Oklahoma, U. S. Department of Labor, or other authorized Federal agencies or their agents may inspect and monitor any records or activities pertaining to this Contract. Such inspection shall be made to determine if the employer is in compliance with the terms and provisions of this Contract and if the OJT participant is making sufficient progress.
7. Wages are monies paid by the employer to an OJT participant for work the OJT participant performs tips, commissions and piece work are not considered wages and are not eligible for reimbursement.

**C. Employer Assurances**

1. The employer shall provide workers' compensation coverage for the OJT participant and assures that the training shall be provided in accordance with State guidance.
2. Employers agree not to discriminate in their hiring or employment practices and to comply with the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Section 504
3. of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended.
4. Employer agrees to adhere to GCWDB grievance Procedures if a complaint arises in connection with the OJT participant and the training.
5. The employer agrees that the OJT participant shall not be terminated from training without giving prior notice to the OJT participant's WIOA case manager and reasonable opportunity is given for correction or improvement of performance. The employer also agrees that it will immediately notify the OJT participant's WIOA case manager if the OJT participant has an attendance or disciplinary problem or has demonstrated an inability to perform in accordance with the training outline contained in the Contract. The employer understands that the termination of an OJT participant is subject to GCWDB grievance procedures.

6. Employer will comply with Federal and State laws governing the OJT program.
7. The employer assures that OJT funds will not be used to assist, promote, or deter union organizing.
8. The employer assures that the OJT participant 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.
9. The employer assures that the OJT participant will not be required to participate in political activities.
10. No fees shall be charged to any OJT participant or employer for referral or placement services relative to this OJT Contract.
11. The 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.
12. Employer has not exerted any undue influence or engaged in conduct which would constitute a conflict of interest or the appearance of a conflict of interest in order to be awarded the funds under this Contract.
13. Employer assures that they are not involved in a strike, lockout, or other unusual labor condition.
14. Employer agrees to comply with all applicable local, state and/or federal laws and ordinances. The employer assures that they have not violated any of the following within the last three years: a) antidiscrimination in its employment practices or delivery of services or other activities on the grounds of race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any sensory, mental, or physical disability.

**D. Additional Terms**

1. Either party may terminate this Contract at any time by giving ten (10) days advance written, signed notice of intent to terminate to the other party.
2. GCWDB may terminate this Contract if:
  - The State or Federal Government terminates or reduces the funding which makes this Contract possible;
  - The employer has violated the terms and conditions of this Contract; or
  - The employer does not retain at least 25% of the OJT participants hired within a 12-month period.
3. This Contract may be amended by mutual written agreement of the parties. All amendments shall be signed by both parties prior to the start date of the amendment and must be attached to the Contract.
4. GCWDB may unilaterally amend this Contract if there are changes in Federal, State, or local laws, rules, regulations, or policies.
5. This Contract has been and shall be construed as having been made and delivered within the State of Oklahoma and it is agreed by each party hereto that the laws of the State of Oklahoma, both as to interpretation and performance, shall govern this Contract. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Contract or any provision thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in the State of Oklahoma.

6. The employer agrees that no currently employed worker shall be displaced by the OJT participant including a partial displacement such as a reduction in the hours, wages, or employment benefits. The employer also agrees that no OJT participant shall be placed in a position that is currently vacated by a participant who is on layoff or into a position in which the employer has terminated the employment of a participant with the intention of filling the position with an OJT participant. The employer further agrees that this Contract does not infringe in any way upon the promotional opportunities of current participants not involved in the OJT training.
7. All services to be rendered or performed by the employer under this Contract shall be performed or rendered entirely at the employer's own risk. The employer expressly agrees to indemnify and hold harmless GCWDB, its officers, agents, contractors, participants or otherwise, from any and all liability, loss, or damage, including reasonable cost of defense that they may suffer as the result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against GCWDB which result from, arise out of, or are in any way connected with the services to be performed by the employer under this Contract.

#### **VI. OJT DOCUMENTATION REQUIREMENTS:**

- The service provider must upload all documentation listed below with the exception of monitoring reports,
- Pre-Award Review (Attachment A),
- Contract (Attachment B) including Skills Gap Analysis,
- Employer/Participant Orientation Documentation,
- Proof of Workers Compensation Insurance,
- Any Modifications to the Contract,
- Training Time Documentation,
- Training Payment Invoices,
- Proof of Payment of Wages,
- Monthly Evaluation,
- Documentation of completion or verification of participant's failure to complete training
- Monitoring Reports (to be completed by GCWDB designated staff)
- 40% Training Tracker Spreadsheet (OJT will be documented by the Service Provider in the Spreadsheet and turned in to the Service provider or Service provider fiscal agent monthly.)

#### **VII. ADDITIONAL TOOLS:**

Workforce GPS

- <https://ion.workforcegps.org/resources/2017/12/11/09/55/On-The-Job-Training-Policy-and-Procedures>
- <https://ion.workforcegps.org/resources/2017/12/01/11/19/On-the-Job-Training-Toolkit>

#### **VIII. RESPONSIBILITIES:**

The GCWDB gives authority to GCWDB Staff to issue additional instructions, guidance, forms, tools, schedules, etc., to further implement the requirements of this policy and to provide quality guidance and oversight of the programs and services as well as the contracted service providers and Oklahoma Works Centers. The GCWDB will review this policy as needed to ensure compliance with state guidelines and policy as well as any Federal mandates regarding the program. Any additions that might alter the intent of this policy or any changes required by State or Federal mandate will be added by GCWDB staff with the date they were added, and such changes/additions will be ratified at the next GCWDB meeting.

**EQUAL OPPORTUNITY AND NONDISCRIMINATION STATEMENT:**

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

**IX. ATTACHMENTS:**

- Attachment A: Pre-Award Review Form
- Attachment B: OJT Contract (Original)
- Attachment C: Training Plan/Evaluation Form
- Attachment D: OJT Employer Orientation Certification Form
- Attachment E: OJT Employee Orientation Certification Form
- Attachment F: OJT Training Time Documentation Record
- Attachment G: OJT Contract Modification Form
- Attachment H: OJT Additional Employer Information Form
- Attachment I: OJT Payment Invoice
- Attachment J: OJT Payment Timesheet/Invoice