

# **Adult and Dislocated Worker Services**

State Technical  
Assistance Guide



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## **WORKFORCE CONNECTION ON-LINE SYSTEM**

The Workforce Connection Centers will utilize a common management information system, the NEW MEXICO WORKFORCE CONNECTION ON-LINE SYSTEM (NMWCOS). The state system is used for all data collection and reporting. Shared information and data agreements will be utilized to support access to information and information sharing between the workforce partners as allowed by authorizing law and regulations.

## BASIC CAREER SERVICES

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### CITATIONS

*Workforce Innovation and Opportunity Act - Section 134 (c)2(A)*

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### BASIC CAREER SERVICES

WIOA Funds shall be used to provide Basic Career Services, which shall be available to individuals who are adults or dislocated workers through the one-stop delivery system and shall, at a minimum, include the following:

- ☐ determinations of whether the individuals are eligible to receive assistance under this subtitle
- ☐ outreach, intake and orientation to the information and other services available through the one-stop delivery system
- ☐ initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs
- labor exchange services, including—
  - ✓ job search and placement assistance and, in appropriate cases, career counseling, including—
    - (1) provision of information on in-demand industry sectors and occupations
    - (2) provision of information on nontraditional employment
  - ☐ appropriate recruitment and other business services on behalf of employers, including small employers, in the local area, which services may include services described in this subsection, such as providing information and referral to specialized business services not traditionally offered through the one-stop delivery system
- ☐ provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, in appropriate cases, other workforce development programs
- provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—
  - ☐ job vacancy listings in such labor market areas
  - ☐ information on job skills necessary to obtain the jobs described in subclause (1)
  - ☐ information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations
- ☐ provision of performance information and program cost information on eligible providers of training services, eligible providers of youth workforce activities, providers of adult

education described in title II, providers of career and technical education activities at the postsecondary level, and career and technical education activities available to school dropouts, under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), and providers of vocational rehabilitation services described in title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.)

- ☐ provision of information, in formats that are usable by and understandable to one-stop center customers, regarding how the local area is performing on the local performance accountability measures described in section 116(c) and any additional performance information with respect to the one-stop delivery system in the local area
  - ☐ provision of information, in formats that are usable by and understandable to one-stop center customers, relating to the availability of supportive services or assistance, including child care, child support, medical or child health assistance under title XIX or XXI of the Social Security Act (42 U.S.C. 1396 et seq. and 1397aa et seq.), benefits under the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), assistance through the earned income tax credit under section 32 of the Internal Revenue Code of 1986, and assistance under a State program for temporary assistance for needy families funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) and other supportive services and transportation provided through funds and available in the local area
  - ☐ referral to the services or assistance described above, as appropriate
- provision of information and assistance regarding filing claims for unemployment compensation, including meaningful assistance to individuals seeking assistance in filing a claim. Meaningful assistance means providing assistance on-site using staff who are properly trained in UI claims filing, and/or the acceptance of information necessary to file a claim, or by phone or via other technology, as long as the assistance is provided by trained and available staff within a reasonable time as directed by the State in coordination with the State Unemployment Insurance Operations Center. The costs associated in providing meaningful assistance may be paid for by the State's UI program, the WIOA Adult or Dislocated Worker programs, the Wagner Peyser Employment Service, or some combination of these funding services
- ☐ assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under this Act

**Basic Career Services referenced above do not require co-enrollment. Staff are not required to complete a WIOA application at this stage.**

## INDIVIDUALIZED CAREER SERVICES

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### CITATIONS

*WIOA Section 134 (c)2(A)(xii)(I)*

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### Individualized Career Services

- ☐ WIOA funds shall be used to provide Individualized Career Services when determined to be **appropriate in order for an individual to obtain or retain employment**. Individualized Career Services shall be available to individuals who are adults or dislocated workers through the one-stop delivery system and shall, at a minimum, consist of one or more of the following:
  - ✓ comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—
    - (aa) diagnostic testing and use of other assessment tools; and
    - (bb) in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
  - ☐ development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals, including providing information on eligible providers of training services pursuant to paragraph (3)(F)(ii), and career pathways to attain career objectives;
  - ☐ group counseling;
  - ☐ individual counseling;
  - ☐ career planning;
  - ☐ short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training;
  - ☐ internships and work experiences that are linked to careers;
  - ☐ workforce preparation activities;
  - ☐ financial literacy services, such as the activities described in section 129(b)(2)(D);
  - ☐ out-of-area job search assistance and relocation assistance;
  - ☐ English language acquisition and integrated education and training programs

### Follow-up Services

- ☐ Follow-up services, including counseling regarding the workplace, for participants in workforce investment activities authorized under this subtitle who are placed in unsubsidized employment, for not less than 12 months after the first day of the employment, as appropriate.

**A WIOA application must be completed for all individuals receiving Individualized Career Services. WIOA case managers are responsible for compiling eligibility documentation.**

**Participation for Adult and Dislocated Worker occurs after information is collected to support eligibility determination and begins when the individual receives a staff assisted service excluding those defined as a Basic Career Service.**

## **STEPS WHEN PROVIDING INDIVIDUALIZED CAREER SERVICES**

1. All individuals enrolled in a WIOA Individualized Career Service must demonstrate that additional services are **appropriate in order for an individual to obtain or retain employment. This must be documented in the Workforce Connection On-Line System or other state designated system, Objective Assessment Summary, the Individual Employment Plan, or other referenced document.**
2. WIOA application completed
3. WIOA eligibility documents obtained
4. An individual is officially enrolled into WIOA
5. Case management begins and customer interactions are recorded in Workforce Connection On-Line System

## ***Comprehensive Assessment***

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### **CITATIONS**

***WIOA Section 134 (c)2(A)(xii)(I)***

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### **ABOUT COMPREHENSIVE ASSESSMENT**

Comprehensive assessment includes screening for employability and suitability for participation in training services. Employability and suitability relates to the assessed ability and the perceived personal commitment of the customer to attend training activities, to successfully complete these activities, and to get and keep employment at or leading to self-sufficiency. An individual may be eligible and in need of training, but may not be suitable pending resolution of barriers to employment or other unresolved issues. Comprehensive assessment is the key to determining employability and suitability for training..

In New Mexico, Local Boards have flexibility to determine the type of assessment to be used. Local Areas use assessment tools that assist in determining the types of services a participant requires in order to achieve his or her employment goals and to obtain a self-sufficient wage and viable career path. Local Areas are encouraged to use WorkKeys Assessments. The WorkKeys assessment results can be used as part of a comprehensive assessment that gathers information and analyzes the results for inclusion in the IEP. WIOA is not an entitlement program and eligibility alone does not entitle an individual to receive services.

At a minimum, a comprehensive assessment must:

- Determine the participant's skills, abilities, and career goals; and,
- ☐ Help the participant match his or her skills against current and anticipated jobs.
- ☐ Determine the overall employability of the individual to ensure success in participating in a particular activity and in entering employment.

Employability and suitability factors that must be analyzed through comprehensive assessment include:

- ☐ Are immediate goals too ambitious for the current situation?
- What is the customer's history related to completing goals?
- ☐ If barriers are present, what are they and how difficult are they to overcome?
- ☐ Will interventions be needed and if so how long will they take?
- Will WIOA make a significant difference in the customer's ability to attain self-sufficient employment?
- ☐ Will extensive support be needed?
- ☐ Do the results of assessment support training such as general job match, career exploration, and educational development needs?
- What is the customer's personal motivation and willingness to accept Training Services and the responsibilities that go with them?

## Individual Employment Plan

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### CITATIONS

WIOA Section 134 (c)2(A)(xii)(II)

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### STEPS FOR PROVIDING AN INDIVIDUAL EMPLOYMENT PLAN (IEP)

*Prior to enrolling an adult or dislocated worker in a training activity, staff must complete and interview, evaluation, or assessment, and career planning to determine if the individual meets the following:*

- ☐ 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 the career services described in paragraph(2)(A)(xii);
  - ☐ in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; **and**
  - ☐ have the skills and qualifications to successfully participate in the selected program of training services
1. In order to ensure the criteria above is adequately met, all individuals enrolled in a WIOA training services must complete an individual employment plan (IEP) or another recent interview, evaluation, or assessment of the participant conducted pursuant to another education or training program. If using a previous assessment, staff must ensure the all relevant information outlined in this section is included and documented accordingly in the WORKFORCE CONNECTION ON-LINE SYSTEM.
  2. The IEP should be reviewed and updated regularly to ensure it accurately reflects the participant employment goals, the appropriate achievement objectives, and the appropriate combination of services for the participant to achieve the employment goals.

### MORE ABOUT IEP...

An IEP is one method of documenting the need for training. The IEP should assess the individual's circumstance and address the following:

- ☐ Work experience;
- ☐ Skill set;
- ☐ Education, including previous training;
- ☐ Abilities;
- ☐ Barriers to employment;
- ☐ Employment goals; and,
- ☐ Suitability/Employability.

An IEP must provide:

1. Strategy jointly developed by the participant and the staff that identifies the participant's employment goals and the appropriate combination of services to assist the participant in achieving the goals;
2. An outline of the participant's responsibilities in completing the employment goals, with any associated time frames for completion; and,
3. A crucial, ongoing service planning tool, updated and modified as needed to reflect the services a participant is currently receiving.

At a minimum, an IEP must include:

- ☐ A specific employment goal;
- ☐ A strategy to address barriers to employment;
- ☐ Detailed step-by-step activities and training the participant will perform and or participate in;
- ☐ Time frames for the start and completion of each activity;
- ☐ A list of requirements that the participant must meet in order for the training and support services to consider to be funded;
- ☐ Specific dates on which staff will follow up to evaluate each activity, provide additional assistance, and make any necessary adjustments to the Plan.

IEPs are designed with the level of detail best suited to each participant. For example, for a customized training activity, an abbreviated individual employment plan may be appropriate and consist of the employment goal, achievement objective and services to achieve the employment goal as outlined in the customized training section in this document. The IEP may be developed by using the WORKFORCE CONNECTION ON-LINE SYSTEM or hard-copy form. Local Boards must ensure that each IEP service is entered into WORKFORCE CONNECTION ON-LINE SYSTEM. Every IEP service entered must have an IEP available for monitoring and review.

**USE OF PREVIOUS ASSESSMENTS.**—A one-stop operator or one-stop partner shall not be required to conduct a new interview, evaluation, or assessment of a participant under if the one-stop operator or one-stop partner determines that it is appropriate to use a recent interview, evaluation, or assessment of the participant conducted pursuant to another education or training program. If using a previous assessment, staff must ensure the all relevant information outlined in this section are included. If using a previous assessment, the assessment must have been completed in the last 12months from date of application unless prohibited under federal regulation.

### **REQUIRED DOCUMENTATION**

- ☐ IEP in WORKFORCE CONNECTION ON-LINE SYSTEM
- ☐ IEP service documented in WORKFORCE CONNECTION ON-LINE SYSTEM

## TRAINING SERVICES

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### CITATIONS

WIOA Law - 134(c)(3)(D)

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TRAINING SERVICES.—

IN GENERAL.—

- **ELIGIBILITY.**—Except as provided in clause (ii), funds allocated to a local area for adults under paragraph (2)(A) or (3), as appropriate, of section 133(b), and funds allocated to the local area for dislocated workers under section 133(b)(2)(B), shall be used to provide training services to adults and dislocated workers, respectively—
  - ✓ who, after an **interview, evaluation, or assessment, and career planning**, have been determined by a one-stop operator or one-stop partner, as appropriate, to—
    - be 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 the career services described in paragraph (2)(A)(xii);
    - be in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; **and**
    - have the skills and qualifications to successfully participate in the selected program of training services;
  - ⊡ who select programs of training services that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the adults or dislocated workers are willing to commute or relocate;
  - ⊡ who are determined to be eligible in accordance with the priority system in effect as outlined later in this document.

**A WIOA application must be completed for all individuals receiving Training Services. WIOA case managers are responsible for compiling eligibility and data validation documentation.**

### STEPS WHEN PROVIDING TRAINING SERVICES

1. All individuals enrolled in a WIOA Training Service must show evidence in WORKFORCE CONNECTION ONLINE SYSTEM of having received an **interview, evaluation, or assessment, and career planning** and reflect the need for training services as outlined above.
2. If using a previous assessment, staff must ensure the all relevant information outlined in this section are included. If using a previous assessment, the assessment must have been completed in the last 12 months from date of application unless prohibited under

federal regulation. If another document is used, it must be comparable and provide all the justification detailed above.

3. Customer activities and interactions are recorded in WORKFORCE CONNECTION ON-LINE SYSTEM.

## **MORE ABOUT TRAINING SERVICES...**

WIOA Training Services include:

- ☐ occupational skills training, including training for nontraditional employment;
- ☐ on-the-job training;
- ☐ incumbent worker training in accordance with subsection (d)(4);
- ☐ programs that combine workplace training with related instruction, which may include cooperative education programs;
- ☐ training programs operated by the private sector;
- ☐ skill upgrading and retraining;
- ☐ entrepreneurial training;
- ☐ transitional jobs in accordance with subsection (d)(5);
- ☐ job readiness training provided in combination with services described in any of clauses (i) through (viii);
- ☐ adult education and literacy activities, including activities of English language acquisition and
- ☐ integrated education and training programs, provided concurrently or in combination with services described in any of clauses (i) through (vii); and
- ☐ customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Direct costs associated with any training activity listed in this section include:

- ☐ Tuition, books, and fees associated with training;
- ☐ On-the-job training reimbursements to employers;
- ☐ Customized training costs;
- ☐ Work experience wages;
- ☐ Supportive services
- ☐ Assessment or pre-tests required to enter any of the training programs listed above, including pre and post GED testing and WorkKeys assessments;
- ☐ Tests and fees associated with achieving an occupational license.

## ***Individual Training Accounts***

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### **CITATIONS**

***WIOA Law - 134(c)(3)(D)(i)***

***WIOA Law - 134(c)(3)(F)(iii)***

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### **STEPS WHEN PROVIDING INDIVIDUAL TRAINING ACCOUNTS (ITAs)**

1. Establish local policies for ITAs.
2. Verify the course of study is on the Eligible Training Provider List.
3. Verify the occupation is in demand.
4. Document activity in Workforce Connection On-Line System.
5. Ensure the IEP supports training and is updated as appropriate.
6. Document customer activity and interaction in Workforce Connection On-Line System.

### **MORE ABOUT ITAS...**

The intent of the ITA is to augment the quality of skills training, to meet the needs of both employers and job seekers alike. ITAs are funded with Adult and Dislocated Worker funds authorized under WIOA. ITAs pay for training in demand occupations. The Local Boards, in partnership with the State identify training providers whose performance qualifies them to receive WIOA funds to train adults and dislocated workers.

Only those training entities that are on the State distributed list of eligible training providers are able to redeem ITAs for payment.

Local Board Policy for ITAs must address the following:

- ☐ Process by which participants will receive assessment, counseling, and develop an individual employment plan before selecting a training program.
- ☐ Guidance and procedures for documenting participant training-related financial assistance needs, the methodology of how the needs were determined and the coordination of available resources to meet the training and education-related costs. This includes documenting how the other sources of funding were applied to meet the need.
- ☐ Assurance that training services are restricted to occupations in demand. If it is determined that WIOA ITA funding is not appropriate for a customer because it is outside of the areas targeted by the state or local board as occupations is demand, centers will assist customers with other financial aid application (i.e., Pell, etc.) and alternative options.
- ☐ Limits on ITA award amount and duration.
- ☐ Procedures to gain authorization for the release of a participant's financial aid information by the post-secondary institution. This includes requiring the educational institution's financial aid officer to inform the local center staff of the amounts and disposition of financial aid to each participant awarded after the enrollment of the participant as part of an ongoing information sharing process.
- ☐ Process for customers to access the list of eligible training providers and approved programs. Individuals shall have access to and select from an approved statewide list of eligible training providers; the ultimate choice of training provider resides with the individual.

- Internal procedure for the issuance and modification of an ITA, that identifies the type of document or form to be used, required signatures and staff authorized to issue the ITAs. In addition to tuition cost, does the ITA pay for books, fees, equipment or other education materials? Are there any limitations on the amount of the ITA? If so, what is the basis? If payments are made incrementally, will factors such as enrollment, program completion, continued attendance, be considered? Are ITAs issued for a single term, semester, and/or as renewals for longer-term training? How will you inform participants that WIOA will not pay for a class more than one time including when a participant fails a course and must retake it? How will “unused” money in an ITA account be unobligated?
- ☐ Describe the monitoring of the local internal ITA processes.

New Mexico recognizes limited exceptions to the use of ITAs. Contracts for services may be used instead of an ITA only when one of the following exceptions apply:

- ☐ On-the-job training, which may include placing participants in a Registered Apprenticeship program, customized training, incumbent worker training, or transitional jobs
- ☐ If the local board determines that there are an insufficient number of eligible providers of training services to use ITAs;
- ☐ If there is a training services program of demonstrated effectiveness offered in a local area by a community-based organization or other private organization
- ☐ If the local board determines that the most appropriate training could be provided by an institution of higher education to train multiple individuals for jobs in in-demand sectors or occupations
- ☐ If the local board determines, a pay-for-performance contract is the most effective means of providing training services (note that no more than 10 percent of the local funds may be spent on pay-for-performance contract strategies as they are defined in section 3(47) of WIOA).

Additionally, a local board may determine that providing training through a combination of ITAs and contracts is the most effective approach. This approach could be used to support placing participants in programs such as Registered Apprenticeship and other similar types of training.

The Local Board must establish criteria to be used in determining demonstrated effectiveness offered by a community-based organization or other private organization, particularly, as it applies to the special participant population to be served. The criteria may include, but is not limited to:

- Financial stability of the organization;
- Demonstrated performance in measures appropriate to the program including program completion rate; attainment of the skills, certificates or degrees the program is designed to provide; placement after training in unsubsidized employment and retention in employment;
- The relevance of the specific program to the Local Area needs identified in the local plan.
- Limitations on the amount of an ITA and the criteria validating the reasonableness of costs.

#### **Coordination with Other Grant Assistance**

The WIOA requires that training funds be coordinated with other grant sources for training such as the Pell Grant. Section 134(d)(4)(B) of the WIOA limits funding for training to individuals who are:

- (a) Unable to obtain grant assistance from other sources to pay the costs of their training; or
- (b) Require assistance beyond that available under grant assistance from other sources to pay the costs of such training.

To avoid duplicate payment of costs when an individual is eligible for both WIOA and other assistance, including a Pell Grant, program operators and training providers must coordinate and enter into arrangements with the entities administering the alternate sources of funds, including eligible providers administering Pell Grants. The exact mix of funds should be determined based on the availability of funding for either training costs and/or supportive services, with the goal of ensuring that the costs of the training program the participant selects are fully paid and that necessary supportive services are available so that the training is completed successfully.

Steps must be taken to ensure the coordination of Pell Grant assistance with WIOA Title I funded training assistance so that WIOA funds supplement other sources of training grants not supplant those sources. Additionally, arrangements should be made with the training provider and the WIOA participant regarding allocation of the Pell Grant, if it is subsequently awarded. In that case, the training provider should reimburse the Workforce System Operator the WIOA funds used to underwrite the training for the amount the Pell Grant covers. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIOA participant for education-related expenses.

### **Customer Choice**

Training services, whether accessed by Individual Training Accounts (ITAs) or under contract, must be provided in a manner that maximizes informed customer choice in selecting an eligible training provider in accordance with the goals and objectives outlined in the client's IEP.

A key philosophical foundation of the WIOA is “informed customer choice” with the ultimate decision resting with the customer within local parameters and policy.

- ☐ It is the responsibility of the Local Board and local service provider to assist customers in making informed choices regarding career paths and training through the dissemination of information on state and local targeted industry and occupations in demand.
- ☐ Participants must be able to use their ITAs to acquire training services from any training provider on the statewide eligible training provider list in a manner that maximizes informed customer choice.
- ☐ Customer choice must be exercised within the targeted industry and demand occupations designated. Individuals, eligible or otherwise, that seek training outside of these designated areas can be provided assistance in pursuing other sources of financial aid. WIOA is not an entitlement program.

### **Occupation in Demand**

Local Boards must ensure all WIOA training funds are aligned with targeted industry and occupations in demand that provide the customer with the greatest opportunities for employment upon completion. Demand occupation and targeted industry sectors can be established in one or more of the following ways:

- ☐ Defined at the State Board or State Administrative level as part of a statewide vision; and/or
- ☐ Defined to support State strategic initiatives or pilot projects; and/or
- ☐ Local economic and labor market assessments and evaluation of regional business needs.

### **Exceptions**

Local boards can outline procedures for exceptions to the “occupation in demand” provision through local board policy. The policy shall demonstrate that the funds are for training for an occupation with high employment opportunities although outside of the designated demand and shall ensure verifiable documentation is provided to justify the exception. Exceptions should be used infrequently and shall be monitored closely at the local and state level to prevent misuse.

## On-the-Job Training

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### CITATIONS

WIOA Law - 134(c)(3)(D)(ii)

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### STEPS WHEN DOING ON-THE-JOB TRAINING

1. Establish local policies for on-the-job training.
2. Conduct employer outreach.
3. Conduct a pre-award review of potential OJT employer.
4. Identify eligible trainees.
5. Assess participant skill, needs and barriers.
7. Identify skill codes and length of training.
8. Prepare an On-the-Job Training Employer Contract between your agency and the employer.
9. Prepare an On-the-Job Training Plan.
10. Provide orientation to participating employers and participants.
11. Meet with trainee and supervisor to coach as needed.
12. Collect Progress Report and Invoice Form monthly.
13. Prepare an On-the-Job Training Plan Modification if needed.
14. Delineate and coordinate employer reimbursement.

### MORE ABOUT ON-THE-JOB TRAINING...

On-the-Job Training (OJT) provides financial assistance to employers who agree to train WIOA eligible and suitable individuals. The financial assistance is compensation for the extraordinary costs associated with training participants and the costs associated with lower productivity of new employees. The purpose of an OJT is placement of individuals into appropriate skilled employment.

New Mexico Local Boards are not required to procure employers for OJT and customized training. However, if a Local Board chooses to offer OJT, it must establish local policies for identifying employers for OJT. WIOA specifies that OJT is exempt from ITA and eligible training provider certification requirements. Local Boards must administer OJT pursuant to a contract instead of using an ITA.

### EMPLOYER ELIGIBILITY

Local Boards may engage in OJT opportunities with existing employers in the workforce area or new or relocating businesses as appropriate. Any public, private non-profit, or private sector employer may utilize OJT, with the following exceptions. OJT **may not** be utilized by any of the following:

- ☐ An employer who has been convicted of violating federal laws and regulations within the last two years of requesting and OJT regarding: submission of worker adjustment and retraining notification (WARN) notices, occupational safety and health administration (OSHA) and Americans with Disabilities Act (ADA) standards, equal employment opportunity (EEO) and wage and hour requirements, state unemployment insurance (UI) laws, and fair labor standards and collective bargaining agreements
- ☐ An employer who has exhibited a pattern of not retaining OJT participants in permanent positions upon satisfactory completion of training
- ☐ An establishment which is presently suspended or barred from doing procurement business with any branch of government

- ☐ An employer providing workers on a temporary basis to employers for which they receive compensation from the employer
- ☐ An employer who has 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 establishment that plans to use the WIOA to relocate from another area, or locate new branches, subsidiaries, or affiliates
- ☐ A business which has relocated within the last 120 days and dislocated workers at its previous location
- ☐ Business in which the participants will 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

The Local Area must conduct a pre-award review and complete the Pre-Award Checklist to determine if the employer is eligible to participate.

### **OCCUPATIONAL ELIGIBILITY**

OJT **may not** be utilized for any of the following:

- a. Occupations dependent on commission or draw as a primary source of income.
- b. Intermittent seasonal occupations.
- c. Part-time occupations.
- d. Occupations temporary in design.
- e. Occupations which have not traditionally required specific occupational training as a prerequisite for performance, such as porters, janitors, stackers, laborers, etc.
- f. Occupations whose prior training and/or certification make the individuals fully qualified to perform the occupation, such as school teacher, cosmetologist, LPN, RN, etc., unless they are unable to enter employment without additional on-the-job-training due to occupational skill gaps.
- g. Any occupation whose training time is less than 160 hours.
- h. When there is a layoff or hiring freeze in the same or any substantially equivalent job within the same organizational unit.
- i. When an employer has laid off workers in substantially equivalent positions or where the OJT will impair any existing labor agreements, contracts for services or promotional opportunities for current employees. For the purposes of the OJT, “substantially equivalent position” is one in which the job responsibilities and skill, experience, and performance requirements have remained unchanged since the time of the layoff. To provide evidence that the position has “substantially changed,” there should be a new and different job description for the position.
- j. To train individuals under the age of 18 (OJT is an allowable activity for youth but is discouraged when it conflicts with educational goals).

### **EMPLOYER ORIENTATION**

- a. An official employer orientation must be provided and documented before the OJT contract period begins. Orientation should begin at recruitment when the potential employer is informed about the responsibilities of providing structured on-the-job-training at the worksite as described in this section under “employer recruitment”.
- b. A pre-award review must be completed to determine employer eligibility. This provides an additional opportunity to share information about OJT and learn about the needs of the employer.
- c. The orientation must include a review of the OJT Contract, OJT Training Plan, OJT Progress Report and Invoice Forms and contact information for the case manager and administration of the WIOA programs.

- d. Employers will be informed about the role they play in developing a structured training plan based on the skill gaps possessed by the OJT participant. Employers are informed of the importance of having experienced employees act as trainers for optimum results with predictable training outcomes.
- e. Benefits of OJT are explained including OJT provider assurances, contract terms and conditions including terms and conditions of employer reimbursement.
- f. Employers are informed about the requirements for local, state and possibly federal monitoring of the program and records maintenance requirements.
- g. Employers are informed about records maintenance requirements

## **PARTICIPANT ELIGIBILITY**

On-the-Job Training is available to Adults and Dislocated Workers, as defined by the WIOA, who are unemployed or underemployed and meet **ALL** of the following requirements:

- ☐ Participant meets all eligibility requirements for WIOA and Trainingservices
- ☐ Participant is enrolled into WIOA prior to beginning training under an OJT contract
- ☐ Participant was determined to be in need of training in order to become employed in a job which leads to a self-sufficient level of income
- ☐ Participant was determined to be a good candidate for the particular vocation and position for which they are to receive OJT as evidenced in their individual employment plan or comparable document
- ☐ OJT contracts may be written for an employed worker as long as they meet all the requirements above and are not earning a self-sufficient wage at time of enrollment as defined by state and local board policy
- ☐ If the OJT is with the individuals current employer, employer must verify that the on-the-job training 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
- ☐ OJT is an allowable activity for youth but should be discouraged when it conflicts with educational goals and achievement
- ☐ Priority of service must be given as defined in federal and state policy

As noted above, OJT Contracts may be written for an employed worker as long as they meet all the requirements above including the provision that they **are not earning a self-sufficient wage** as determined by State and Local Board policy.

Any individual referred to a Center by an employer (commonly referred to as a “**reverse referral**”) must go through the system in the same manner as other job seekers and be determined to be in need of training in order to participate in OJT. This process must be completed prior to the beginning date of the OJT training. A referral by an employer for an OJT position does not disqualify an individual, but neither shall it be considered to give higher priority to the individuals over other eligible candidates. The final selection of an eligible individual for OJT should be a joint decision of the employer and the local service provider.

## **PARTICIPANT ORIENTATION**

An official participant orientation must be provided and documented before the OJT contract period begins. At a minimum the orientation should include the following:

- a. OJT Training Plan review.
- b. Participation requirements including workplace safety.
- c. Timesheet tracking and payroll verification requirements including the OJT Progress Report and Invoice Form.
- d. Provision of information regarding additional services and/or activities, including support services, available through the workforce system.

## NUMBER OF OJT TRAINEES ALLOWED WITH AN EMPLOYER

No more than 50% of the number of the employer's full-time work force at the location where training is to take place may be trained under OJT at any one time. Once a participant has been trained and retained by the employer, he/she is counted in the regular full-time work force number and additional individuals may be trained. An employer having a regular full-time work force of one (1) may train one (1) individual under OJT.

A projected work force number may be used for new or expanding business. The projected number must be attained within twelve months. If the projected number is not attained, appropriate adjustments in the number of OJT trainees allowed in further training should be made.

## OJT WAGES AND GENERAL WORKING CONDITIONS

**Wage Reimbursement** – New employees hired under OJT must at a minimum be paid the employer's usual entrance wage rate for the occupation in which they are to be trained and employed, which must not be lower than the federal, state, or local minimum wage rate. Trainees must be paid the same entry wage rate as non-WIOA funded employees in the same occupation. The reimbursement for training cost will be based on the employer's normal full-time work week, which must be at least 30 hours per week and will not include overtime, shift differential, premium pay, and other non-regular wages paid by the employer. Reimbursement must not be claimed for time which the OJT trainee is absent from training, including illness, holiday, plant downtime, or other events during which no training occurs.

**Workers' Compensation** – Where state workers' compensation law is applicable, workers' compensation benefits in accordance with such law shall be available to all participants on the same basis as the compensation is provided to other individuals in the same employment.

## OJT TRAINING CONTRACT

The OJT Pre-Award Checklist, Training Contract, and Training Plan must be signed by all required parties prior to any individual's training beginning date. Providers may use the attached OJT forms or may create their own as long as the information covered by the State's form are included.

See attached:

- a. OJT Employer Contract
- b. OJT Training Plan
- c. OJT Pre-Award Review
- d. Progress Report and Invoice Form
- e. OJT Training Plan Modification
- f. OJT Contract Assurances

## OJT TRAINING PLAN

The OJT training plan shall be included in the OJT training contract. An OJT training plan shall be modified if a change is needed in any part of the original OJT training plan.

- ☐ The OJT training plan will be developed with the employer to establish training outcomes.
- ☐ The gap between the skills of a participant and the skills needed for the job will determine the number of training hours for which an employer will be reimbursed.
- ☐ An analysis of the OJT position will be conducted based on information from the employer combined with occupational information network (ONET) details or comparable information regarding specific qualifications and skill required for the OJT position.

- ☐ The training plan shall reflect the results of individual skill assessment and an analysis of employer job performance requirements to determine what training is needed.
- ☐ The training plan shall be maintained and updated as needed.

**OJT TRAINING DURATION**

The basis for contract training duration shall clearly be documented. The maximum duration for an OJT contracts is six months (1040 training hours). Determining length of training should include the following;

- ☐ Skill gap is defined as the gap between the skills of an individual participant and the skills needed for a job.
- ☐ The skill gap will determine the number of training hours for which an employer will be reimbursed.
- ☐ The skill gap shall be clearly defined and incorporate the use of recognized skill assessment tools and occupational evaluation tools.
- ☐ An individual training plan shall be developed consistent with the duration of the contract. For example, a contract written for six months shall include a training plan that outlines six months of specific training to be provided by the employer which in turn should be consistent with the documented skill gap for the individual.
- ☐ Specific vocational preparation (SVP) is defined as the amount of time required by a typical worker to learn the techniques, acquire the information, and develop the expertise needed for average performance in a specific job. A table reflecting SVP levels is included in the state technical assistance guide to assist in determining the maximum contract duration.

SVP	Number of Training Hours
2	160
3	320
4	640
5	800
6	960
7	1040

The OJT Training Plan must be attached to the OJT Training Contract. An OJT Training Plan Modification must be completed if a change is needed in any part of the original OJT Training Plan. An OJT Training Plan must trigger obligating funds identified in the Plan.

**OJT REIMBURSEMENT RATE**

Participants must be paid the higher of federal, state, or local minimum wage, or the prevailing rate of pay, including periodic increases, as other trainees or employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills. Provisions for wages under the amendments to the Fair Labor Standards Act (FLSA) apply to all participants employed.

Participants may work overtime (subject to regulations of the Fair Labor Standards Act with respect to the level of compensation), provided that this is part of the design of the project and regular employees of the employer in question are also working overtime, subject to the limit on duration and level of compensation for workers under this project. Although overtime hours worked can be used to determine the reimbursement for a given period, an

overtime wage rate cannot be used to calculate the reimbursement amount. To calculate the reimbursement, the provider would apply the standard wage rate to both the regular and the overtime hours.

### **REIMBURSEMENT PERCENTAGE**

For all WIOA OJTs, LWDB may reimburse employers for the extraordinary cost of training OJT participants at a rate of up to 75% of the applicable wage level using a sliding scale based on employer size and can be uniformly applied.

Employer size: A LWDB will use the following sliding scale for employer reimbursement based on employer size: 1) up to 75 percent for employers with 50 or fewer employees; and 2) up to 50 percent for employers with 51 or more employees. Payroll records shall be used to document employer size.

LWDB will reimburse employers for the extraordinary cost of training OJT participants consistent with this section, related State and Federal guidance and any waivers granted by USDOL.

### **PROGRESS REPORT AND INVOICE FORM**

A Progress Report and Invoice Form must be completed at least monthly throughout the life of the OJT training. This provides a trainee evaluation of progress and documents hours and skills developed.

### **SUPPORTING DOCUMENTATION**

- ☐ OJT Pre-Award Checklist
- ☐ OJT Employer Contract
- ☐ OJT Training Plan
- ☐ OJT Training Plan Modification
- ☐ OJT Progress Report and Invoice Forms
- ☐ Case Notes (recorded in the Workforce Connection On-Line System to track customer activity and interactions)

## Customized Training

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### CITATIONS

*WIOA Law - 134(c)(3)(D)(xi)*

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### STEPS WHEN PROVIDING CUSTOMIZED TRAINING

1. Establish local policies for identifying employers for customized training.
2. Develop criteria for selecting training providers and developing training or curriculum.
3. Develop customized training forms.

### MORE ABOUT CUSTOMIZED TRAINING...

Overall, customized training is training designed to meet the needs of a specific employer, or group of employers (employer consortiums). It can be provided for the introduction of new technologies, or to new production or service procedures, upgrading existing skills, workplace literacy, or other appropriate purposes identified by the Local Board. The employer must commit to employ, or continue to employ, the worker(s) upon successful completion of any form of customized training.

Customized training means training that is:

- a. designed to meet the special requirements of an employer (including a group of employers);
- b. participant/trainee service and a business service;
- c. conducted with a commitment by the employer to employ or continue to employ an individual upon successful completion of the training;
- d. enables trainees to obtain industry or employer-recognized skills identified by the employer (or group of employers);
- e. employer pays for not less than 50% of the cost of the training;

### TRAINEE ELIGIBILITY

If WIOA Formula Funds allocations are used to pay for customized training, Local Boards must be aware that **WIOA eligibility requirements apply**. Customized training agreements may be written for unemployed as well as employed workers. Employed workers may include full-time or part-time employees. Unless the trainee is unemployed, in order to participate in customized training, an "employer-employee" relationship must exist between the trainee and the business that is seeking Local Board approval to perform customized training. Individual workers who are independent contractors are not eligible to participate in customized training. Independent contractors fall under the category of self-employment.

### CUSTOMIZED TRAINING PROCESSES

Customized training is a service that focuses on the needs of business but still must follow all the regular requirements for providing WIOA participant training.

- ☐ All required customized training documentation can be kept on file with the service provider or business as long as service providers can ensure they are able to make all files and documentation available for monitoring, audits and date validation as required.
- ☐ Eligibility shall be determined and eligibility documents shall be compiled and kept on file with the service provider or business.

- ☐ An individual employment plan or comparable document shall be completed for each participant identifying the need for customized training and kept on file with the service provider or business.
- ☐ All customized training participants must be entered in the WORKFORCE CONNECTION ON-LINE SYSTEM.

Streamlined customized training processes can include the following:

- ☐ Customized training participants do not have to physically visit a workforce connection center or meet with a case manager to receive the required services.
- ☐ Service providers may work with an employer to provide the eligibility documentation on potential trainees. Special attention shall be paid to eligibility documentation requirements to ensure all data validation requirements are met.
- ☐ Once eligibility is determined, the service provider may work with the employer to complete an individual employment plan or comparable document for each participant, identifying the need for customized training. For purposes of the customized training activity, an abbreviated individual employment plan may consist of the employment goal, achievement objective and services to achieve the employment goal.
- ☐ Service providers do not have to maintain individual file folders for each participant as long as all required information and documentation is kept on file collectively for each customized training contract by the service provider or business.

## **SELECTING TRAINING PROVIDERS**

If a Local Board chooses to enter into a contract with an employer for customized training, it is recommended that the Local Board develop criteria for selecting training providers and developing the training or curriculum.

Employers play a major role in the development of customized training and curriculum. An employer may:

- a. Provide the customized training to its employees through in-house training resources;
- b. Partner with a training provider, such as a community college or other training institution, to provide all or part of the training on behalf of the employer; or
- c. Request that the local board select a training provider on the employer's behalf.

Local Boards must be aware that WIOA regulations do not limit providers of customized training to employers. Any organization that meets the Board's criteria may provide customized training.

If an employer provides customized training through in-house resources, the Local Board may proceed without the need for procurement.

If an employer chooses to partner with a training provider to provide customized training for its employees, the Local Board must:

- a. Evaluate the training provider's ability to provide training that meets the specific skill requirements of the employer or group of employers;
- b. Ensure that if the curriculum is taken directly from the training provider's catalog, is customized to the employer's need; and
- c. Obtain an attestation from the employer stating that the training offered by the training provider meets the needs of the employer.

If an employer requests that the Local Board select a training provider on its behalf, the Local Board may:

- a. Select a training provider from the Eligible Training Provider List; or

- b. Procure a different training provider.

## **AGREEMENT PROVISIONS FOR CUSTOMIZED TRAINING**

Customized Training Agreements must at a minimum include:

1. The occupation for which training will be provided; the skills and competencies to be achieved and the length of time for the training;
2. The name of each employee to be trained;
3. The employer's assurance that customized training is needed, based upon the individual skill sets of trainees;
4. The method and maximum amount of reimbursement (employer match);
5. Job description(s) of the trainees and a training outline;
6. The cost and documented description of any ancillary items or supportive services that may be needed; and
7. Other appropriate training outcomes related to the training (i.e. increases in earnings).

Customized training agreements are to contain appropriate assurances and certifications as follows:

- ☐ For employed workers, the Employer shall provide worker's compensation coverage for the participants on the same basis as the compensation is provided to other individuals in the same employment.
- ☐ Employer shall verify that the customized training 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.
- ☐ Employer certifies that the company is financially solvent on the date of the 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 customized training participant retention.
- ☐ Employer agrees that wage and labor standards will be adhered to and to pay the participants at the same rates, including increases, and benefits as trainees 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.
- ☐ 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).
- Employer certifies that the customized training 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 customized training, or it has no collective bargaining agreement with a labor organization that covers the participants' position.
- ☐ Employer assures that they are not debarred or suspended in regard to federal funding. Employer further assures that federal funds will not be used to assist, promote or deter union organizing.
- Employer certifies that no member of the customized training participant's immediate family will directly supervise the 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 participant's spouse.
- ☐ Employer assures that the participants 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.
- ☐ Employer assures that the participant(s) 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 customized training is created in a promotional line that infringes on opportunities of current employees.

### **Employer Match Requirements**

Local boards may decide if the 50% employer requirement is cash or in-kind. In-kind match shall benefit the training and shall be documented. The employer match cannot include other federal grant funds.

**Step one** is to identify the individual training items and establish the total training budget. These items may include, but are not limited to, items outlined below as allowable costs. This budget may include trainee wages while attending training and the wages can count for the employer match. But, the WIOA costs cannot include trainee wages.

**Step two** calculates the employer match and the WIOA cost. This calculation varies based upon allowable and unallowable WIOA costs. Typically, the variable is the trainee wages.

- a. If trainee wages are less than or equal to ( $\leq$ ) the employer match, an adjustment is not necessary. Just multiply the total budget by 50% to establish the Employer and WIOA expense.
- b. If trainee wages are greater ( $>$ ) than the employer match, an adjustment is necessary to prevent unallowable WIOA costs. When calculating the employer match and the WIOA costs, subtract the excess wages over 50%.

### **ALLOWABLE COSTS FOR CUSTOMIZED TRAINING**

Allowable costs may include only costs directly related to training. Examples of allowable costs include, but are not limited to the following:

- a. Instructor's / trainer's training-related wages;
- b. Curriculum development; and
- c. Textbooks, instructional equipment, manuals, materials and supplies.

### **UNALLOWABLE COSTS FOR CUSTOMIZED TRAINING**

Unallowable costs include but are not limited to:

- a. Trainees' benefits/fringes;
- b. Costs that are not directly related to customized training for eligible individuals under Title I;
- c. Travel; and/or
- d. Purchase of capital equipment or capital assets

### **SUPPORTING DOCUMENTATION**

- ☐ Customized Training Contract
- ☐ Customized Training Plan
- ☐ Customized Training Plan Modification
- ☐ Customized Progress Report and Invoice Forms
- ☐ Case Notes (recorded in WORKFORCE CONNECTION ON-LINE SYSTEM to track customer interactions)

## ***Incumbent Worker Training***

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### **CITATIONS**

***WIOA Law - 134(d)(4)***

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### **INCUMBENT WORKER TRAINING**

Incumbent Worker training provides both workers and employers with the opportunity to build and maintain a quality workforce. Incumbent Worker training can be used to help avert potential layoffs of employees, or to increase the skill levels of employees so they can be promoted within the company and create backfill opportunities for the employers. Under section 134(d)(4) of WIOA, local boards can use up to 20 percent of their adult and dislocated worker funds to provide for the federal share of the cost of providing Incumbent Worker training. Incumbent Worker training needs to take into account the following factors:

- The characteristics of the participants in the program;
- The relationship of the training to the competitiveness of a participant and the employer; and
- Other factors the State or local boards may determine appropriate (e.g., the number of employees participating in the training, wage and benefit levels of those employees (both pre- and post-participation earnings)), and the existence of other training and advancement opportunities provided by the employer).

### **Employer Match Requirements**

Employers are required to pay for a significant cost of the training for those participants in incumbent worker training; this can be done through both cash and/or in-kind payments. The wages paid to participants, while in training, may be considered as a source of matching funds. Rules for matching funds are provided in the Uniform Guidance and DOL exceptions at 2 CFR 200.306 and 2 CFR 2900.8, respectively. Under section 134(d)(4)(D) of WIOA, the minimum amount of employer share in the Incumbent Worker Training depends on the size of the employer:

- 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; and
- At least 50 percent of the cost, for employers with more than 100 employees.

## ***Transitional Jobs***

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### **CITATIONS**

***WIOA Law - 134(d)(5)***

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### **TRANSITIONAL JOBS**

Transitional jobs are a new type of work-based training that is allowed under WIOA. Transitional jobs are time-limited work experiences that are subsidized and are in the public, private, or nonprofit sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history, and are combined with comprehensive career and supportive services. The goal of transitional jobs is to establish a work history for the individual that demonstrates success in the workplace, and develops the skills that lead to entry into and retention in unsubsidized employment. Unlike OJT, there is no assumption that the individual will be retained in their transitional job after the experience is over, though that would be a successful experience and outcome.

Under section 134(d)(5) of WIOA, local boards may use up to 10 percent of their adult and dislocated worker funds to provide transitional jobs to individuals.

If local areas choose to use transitional jobs as part of their service delivery strategy, they should adopt policies and identify employers (public, private or nonprofit) that can provide quality experiences for individuals to eventually obtain unsubsidized employment. Additionally, these policies should include plans on the amount reimbursements would be for the jobs, what supportive services should be included, and any limits on the duration of the transitional job.

## SUPPORTIVE SERVICES

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### SUPPORTIVE SERVICES AND NEEDS-RELATED PAYMENTS

A key principle in WIOA is to provide local areas with the authority to make policy and administrative decisions and the flexibility to tailor the workforce system to the needs of the local community. To ensure maximum flexibility, this guidance provides local areas the discretion to provide the supportive services they deem appropriate, subject to the limited conditions prescribed by WIOA. Local Boards must develop written policies and procedures to ensure coordination with other entities to ensure the highest quality, most comprehensive service provision possible; prevent duplication of resources and services; and establish limits on the amount and duration of these services. Local Boards are encouraged to develop policies and procedures that ensure that supportive services are WIOA-funded only when these services are not available through other agencies and that the services are necessary for the individual to participate in Title I activities. Supportive services may be made available to anyone participating in Title I career or training services.

Supportive Services may include, but are not limited to:

- Transportation;
- Child Care;
- Dependent Care;
- Housing; and
- Needs-Related Payments (available only to individuals enrolled in training services).

### Coordination

Address coordination with partners and other entities to ensure non-duplication of resources and services. Local Boards must ensure that WIA funded supportive services are not available through other agencies or programs.

### Referral

Procedures for referral to supportive services including how they will be funded when they are not available from sources other than WIOA funds and what documentation will be required to indicate that no other resources are available.

### Eligibility

Supportive services funded by the WIOA may only be provided to individuals who are:

- Participating in Title I Career Services or Training Services; and
- Unable to obtain supportive services through other programs providing such services

## Documentation

The need for supportive services must be documented in the Individual Employment Plan or case notes prior to the provision of WIOA funded supportive services.

## Limits

Local Boards must establish limits on the provision of supportive services including a maximum amount for funding and maximum length of time for supportive services to be available to eligible and suitable participants.

## FOLLOW UP

### ABOUT FOLLOW UP SERVICES

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#### CITATIONS

*WIOA Section 134 (c)2(A)(xiii)*

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### FOLLOW-UP SERVICES

Follow-up services must be provided **as appropriate** for participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the work place is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in performance reporting.

## ELIGIBLE TRAINING PROVIDER GUIDANCE

<b>Workforce Innovation and Opportunity Act</b>
<b>Subject: Eligible Training Providers</b>
<b>Effective Date: July 2015</b>

### REFERENCE(S):

- [Workforce Innovation and Opportunity Act of 2014](#), Sections 122 and 134.
- [TEGL 15-10](#), Increasing Credential, Degree, and Certificate Attainment by Participants of the Public Workforce System.

### PURPOSE:

This guidance provides new information, criteria, and procedures for Local Workforce Development Boards to implement the Eligible Training Provider requirements in the Workforce Innovation and Opportunity Act of 2014.

### BACKGROUND:

The Workforce Investment Act (WIA) established the eligible training provider process as part of the overall strategy to ensure informed customer choice, performance accountability, and continuous improvement. The Workforce Innovation and Opportunity Act (WIOA) further advances these goals through the alignment of the six primary federal programs that support employment and training services—the Title I Adult, Dislocated Worker, and Youth Programs, Adult Education and Literacy programs, the Wagner-Peyser Employment Service, and Title I of the Rehabilitation Act programs.

The Eligible Training Provider List (ETPL) identifies training providers/programs whose performance qualifies them to receive WIOA funds through Individual Training Accounts (ITAs). The State ETPL and the related eligibility procedures ensure the accountability, quality, and labor-market relevance of programs and training services that receive funds through WIOA.

### POLICY/ACTION:

### DEFINITIONS

**Eligible Training Provider** - a provider of training services who has met the eligibility requirements to receive WIOA Title I funds to provide training services to eligible individuals\_  
**Program of Training Services** - one or more courses or classes, or a structured regimen, which lead to:

- recognized post-secondary credential, secondary school diploma or its equivalent;
- employment; or
- measureable skill gains toward such a credential or employment.

**Credential** - recognition of an individual's attainment of measurable technical or occupational skills necessary to obtain employment or advance within an occupation. These technical or occupational skills are generally based on standards developed or endorsed by employers. Certificates awarded by local workforce development boards are not included in this definition, nor are work readiness certificates.

**Pre-Apprenticeship** - a program or set of strategies designed to prepare individuals to enter and succeed in a registered apprenticeship program and has a documented partnership with one or more registered apprenticeship program(s)

**Program Completer**- a participant who meets all requirements of an established training program

**Program Exiter** - a participant who left the program during the previous twelve month period for any reason (including completers)

## **TRAINING PROVIDERS SUBJECT TO ETPL REQUIREMENTS**

The following types of training providers are subject to the ETPL requirements in order to receive WIOA Title I funds to provide training services to eligible individuals through ITAs.

- Institutions of higher education that provide a program of training that leads to a recognized postsecondary credential
- Apprenticeship programs registered by the USDOL Office of Registered Apprenticeship
- Public or private training providers, including joint labor-management organizations, pre-apprenticeship programs, and occupational/technical training
- Providers of adult education and literacy activities provided in combination with occupational skills training (i.e. I-BEST)

## **INITIAL ELIGIBILITY AND APPLICATION PROCESS**

All applications for the ETPL will be completed using the Workforce Connection On-Line System. Training providers may apply for initial eligibility at any time.

- The online application process for training providers starts with verifying the training provider is licensed, certified, or authorized by the New Mexico Department of Higher Education, or the relevant state agency with oversight, to operate training programs. If a provider is in compliance with the oversight agency, the provider can proceed to the next step in the application process. If a provider is not in compliance with the oversight agency, the provider will not be able to apply for inclusion on the ETPL until they meet the necessary requirements. Postsecondary institutions located outside New Mexico that offer distance education may be authorized to operate programs in New Mexico if the institution is an approved Eligible Training Provider in their home state. The training provider status as an Eligible Training Provider should be verified and documented in a case note.

- Training providers applying for initial eligibility must provide the following information through the online application:
  - Describe program/training to be offered;
  - Provide information on cost of attendance, including costs of tuition and fees;
  - Identify type of industry-recognized certificate or credential, including recognized post-secondary credentials;
  - Indicate if the provider has developed the training in partnership with a business (and the name of the business);
  - Indicate the in-demand industry sectors and occupations best fit with the training program;
  - Outline the prerequisites or skills and knowledge required prior to the commencement of training; and
  - Agree to provide performance information for all students regardless of funding source and/or support state action to acquire the information. Training providers/programs that have not been in existence for at least two years will be required to provide available student/program data for the time period.
  
- Once the online application is submitted, the LWDB will be notified to approve, deny, or request further information within 30 days of the receipt of a complete application. If the LWDB takes no action on an application, the application will be reviewed for approval at the state level.

***Registered apprenticeship programs are not subject to the eligibility criteria or application requirements. While registered apprenticeship programs are automatically eligible, not all registered apprenticeship sponsors may wish to be included on the list. Registered apprenticeship programs will automatically be included on the State list until they lose their registration or they indicate they do not wish to be included.***

#### **CONTINUED ELIGIBILITY- Training Providers**

After the initial eligibility period of one year, training providers must be reviewed, updated and approved for continued eligibility every two (2) years. Applications for continued eligibility must show the training provider is still authorized by the appropriate oversight agency. The continued eligibility application is required for any training provider that has previously been on the list. Dropping off the list for a period of time does not return a provider to an initial eligibility status.

#### **CONTINUED ELIGIBILITY- Training Programs**

Training programs must be entered in the Workforce Connection On-Line System, updated and approved as necessary to ensure accurate and current information.

In addition to updating training program information, the following information must be provided:

- Total number of participants enrolled in the program;
- Total number of participants completing the program;
- Total number of participants exiting the program;
- Information on recognized post-secondary credentials received by program participants;

- ☐ Information on the program completion rate for such participants;
- ☐ Description of how the provider will ensure access to training services throughout the State, including rural areas and through the use of technology;
- ☐ Description of how the providers provide training services to individuals who are employed and/or individuals with barriers to employment;
- ☐ Information reported to State agencies on Federal and State training programs other than programs within WIOA; and
- ☐ Performance information for all students regardless of funding source and/or support state action to acquire the information. Training programs that have not been in existence for at least two years will be required to provide available student/program data for the time period.

## **TRANSITION OF ELIGIBLE TRAINING PROVIDERS UNDER WIA**

To ensure a smooth transition to WIOA, eligible training providers under WIA continue to be eligible until June 30, 2016 with the current ETPL valid and in place until that date.

## **WIA/WIOATRANSITIONPROCESS**

Local Workforce Development Boards will review all current Eligible Training Provider applications to determine compliance with WIOA requirements between September 1, 2015 and June 30, 2016. Applications from ETP reviewed and determined WIOA compliant will be approved in the Workforce Connection On-Line System by the Local Workforce Development Boards.

During 2016, minimum performance targets will not be set as eligibility criteria for training providers/programs to remain on the ETPL. Until performance data is available, the State will provide alternate information related to performance using existing data. Once training providers have two years of data for the WIOA performance indicators, the State will collect the required information, determine performance outcomes and make the performance data available through the Workforce Connection On-Line System.

## **ROLES AND RESPONSIBILITIES**

**Department of Workforce Solutions, State Administrative Entity (SAE)** is responsible for the following:

- Establish requirements for the ETPL system
- Establish eligibility criteria, information requirements, and procedures for training providers
- Develop an approval process for local workforce development boards for training providers that have met minimum eligibility criteria
- Take appropriate enforcement actions against providers that intentionally provide inaccurate information, or that substantially violate the requirements of WIOA
- Disseminate the State ETP list, accompanied by performance and cost information for each provider for use by the public and the LWDBs
- Host the ETPL through a web-based platform
- Establish the web application and tracking system for use by training providers and local workforce development boards

- Review and monitor training provider applications for minimum eligibility criteria and performance requirements
- Local Workforce Development Boards are responsible for:
- Identification of in-demand sectors or occupations for the local area using relevant labor market information
- Priority consideration for programs that lead to recognized post-secondary credentials that are aligned with in-demand industry sectors or occupations in the local area
- Follow procedures to review training provider applications within 30 days of the receipt of a complete application
- Work with the State to ensure there are sufficient numbers and types of providers of training services, including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities
- Ensure the distribution and use of the ETPL throughout the local area and provide information to the customer to make an informed choice
- Removal of an eligible training provider from the ETPL with appropriate justification
- Inform and support the appeal process for training providers rejected as an Eligible Training Provider or later removed for cause

#### **PERFORMANCE REQUIREMENTS**

The required performance information is outlined in **Attachment 1**. Training providers and/or programs that have not been in existence for at least two years will be required to provide or support acceptable data sharing action to collect student data for the time period available. Performance information will be published online for each training provider on the ETPL. Programs with less than 10 students enrolled will not be included in performance data.

#### **EXCEPTIONS TO THE ITA AND THE ETPL REQUIREMENTS**

- On-the-job training, customized training, incumbent worker training, internships, paid or unpaid work experience, and transitional employment are not included in the eligible training provider list and therefore are not subject to the eligibility requirements. - Local workforce development boards are required to identify their criteria for selecting such contractors in local policy and any performance information required by the state will be specified in the specific policies for those types of training.
- Insufficient number of eligible training providers - Local workforce development boards that determine there are an insufficient number of eligible providers in the local area to accomplish the purpose of an ITA must describe how this determination was made and the process used for contracting for services. This process should be outlined in local board policy.
- Community-Based Organizations - Local workforce development boards must develop criteria in policy to determine that a community-based organization (CBO) or nonprofit whose primary mission is to serve individuals with barriers to employment provides effective training services.
- Training for multiple individuals for in-demand industry sectors or occupations, as long as the contract does not limit the individual's consumer choice.
- Pay-for-performance contracts when appropriate

**Registered apprenticeship programs are not subject to the application or performance reporting requirements. Any apprenticeship program may remain on the ETPL as long as it remains registered by the USDOL Office of Registered Apprenticeship.**

#### **CONDITIONS FOR REMOVAL**

- Local Workforce Development Boards or the State shall remove training providers from the eligibility list for a period of not less than 2 years, if they knowingly supply false performance information, misrepresent costs or services, or that substantially violate requirements of WIOA law or regulations. Providers are liable to repay all adult and dislocated worker funds received during the period of non-compliance.
- Local Workforce Development Boards or the State shall remove a training provider or programs from the list for failing to meet the established criteria. Situations that will result in removal include but are not limited to the following: failure to meet established performance levels; failure to provide all required performance information for subsequent eligibility; failure to maintain accreditation required for professional licensure. A training provider that is removed from the list for the reasons stated above may re-apply for continued eligibility when they can demonstrate that they meet all the requirements.
- Local Workforce Development Board or the State may remove a training provider or program from the ETPL if the training provider or program is temporarily unable to meet the objectives of the approved program(s). A training provider/program that is removed from the list for the reasons stated above may re-apply for continued eligibility when they can demonstrate that they can deliver on all requirements.
- No training provider debarred by the Federal government may be permitted to be placed or remain on the ETPL.

If a training provider or a program of training services is removed from the list while WIOA participants are enrolled, the participants may complete the program unless the provider or program has lost state licensing, certification, or authorization to operate by the appropriate state oversight agency.

#### **PROCESS FOR REMOVAL FROM ETPL LIST**

Local Workforce Development Boards shall inform the State in writing to inform of the removal of an eligible training provider/program and include the reason(s) for removal. The LWDB shall inform the training provider in writing; include the reason(s) for the removal; and provide information on the appeal process.

#### **APPEALS PROCESS**

Training providers can appeal the rejection of their program for inclusion on the ETPL or the subsequent termination of eligibility. An appeal must be submitted in writing via email to the Department of Workforce Solutions, State Administrative Entity within 14 days after notification of the decision to remove. The appeal must include the justification for the appeal. The training provider also has the right to request a hearing to discuss their appeal.

An ETP appeals board will be assembled by the State Administrative Entity. The appeals board will schedule a hearing and make a decision within 60 days of appeal. This will be a final decision.

**IMPLEMENTATION DATE:**

Effective immediately. Local workforce development boards shall revise all local policies to ensure that they are in compliance with the new requirements outlined in this document.

**INQUIRIES:**

Please direct all inquiries to the Department of Workforce Solutions, State Administrative Entity.

**ATTACHMENT(S):**

**Required Performance Data**

## **REQUIRED PERFORMANCE DATA**

### **Attachment 1**

The following information is required for all applications for continued eligibility.

- The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program
- The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program
- The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program
- The percentage of program participants who obtain a recognized post-secondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program

## Insert OJT Provider Name Here

### On-the-Job Training (OJT) Employer Contract

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:	ACCOUNT # OR FEIN:	
EMPLOYER ADDRESS:	CONTACT PERSON:	EMAIL:
	TELEPHONE #:	FAX #:

#### Section 2: OJT Agreement

This On-the-Job Training (OJT) Agreement is between (Name of Employer), herein after called Employer, and (OJT Provider), herein after called the OJT Provider. 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 3: 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 participant(s) ("the Trainee") to the Employer to enable the Trainee(s) to take part in an OJT as that term is defined under the Workforce Innovation and Opportunity Act.

##### ***OJT DEFINITION***

The term "on-the-job training" means training by an employer that is provided to a paid trainee 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% (Note: \*Rate may change per state, per size of employer and per OJT funding source) of the wage rate of the Trainee, 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 trainee 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 trainee, the prior work experience of the trainee, and the individual employment plan, as appropriate.

##### ***TRAINING***

1. Employer agrees to employ the OJT Trainee and develop a training plan for the OJT Trainee 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 OJT Trainee.
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 for a minimum of 3 years.

## ***EMPLOYER ASSURANCES***

7. Employer shall provide worker's compensation coverage for the OJT Trainee.
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 Trainee 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 Trainee's retention.
10. Employer agrees that wage and labor standards will be adhered to and to pay the OJT Trainee at the same rates, including increases, and benefits as trainees 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.
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.
13. Employer assures that they have not been debarred or suspended in regard to federal funding.
14. Employer further assures that OJT funds will not be used to assist, promote or deter union organizing.
15. Employer certifies that no member of the OJT Trainee's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the OJT Trainee. 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 Trainee's spouse.
16. Employer assures that the OJT Trainee(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship.
17. Employer assures that the OJT Trainee has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the OJT is created in a promotional line that infringes on opportunities of current employees.

**ADDITIONAL TERMS**

- 18. Employer must provide comprehensive general liability insurance protection to Trainee.
- 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 authorize WIOA program activities.

**Section 4: Designation of Authorized Signatures**

In addition to the Employer representative who is authorized to sign this contract, the following individuals are authorized to sign other documents related to this contract on behalf of the Employer. (i.e. OJT Training Plan, OJT Training Plan Modification, OJT Progress Report and Invoice Form)

**Authorized Signatures**

SIGNATURE:	SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
TITLE:	TITLE:

SIGNATURE:	SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
TITLE:	TITLE:

**Section 5: Signatures**

I hereby agree to all the terms and conditions in this OJT Agreement and am authorized by the employer to sign this contract.

**Authorized Signatures**

DATE:	DATE:
EMPLOYER SIGNATURE:	OJT PROVIDER SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
TITLE:	TITLE:

**Section 6: Concurrence of the Collective Bargaining Agent**

Complete this information in regards to if the employment and training is subject to a collective bargaining agreement.

- 1. Does this company have a collective bargaining agreement with a labor organization?  YES  NO
- 2. Please indicate the name, title, and union affiliation of the appropriate bargaining representative.

BARGAINING REPRESENTATIVE'S NAME:	SIGNATURE:
BARGAINING REPRESENTATIVE'S TITLE:	UNION AFFILIATION:

**Insert OJT Provider Name Here**  
**On-the-Job Training (OJT) Training Plan**

OJT Contract No:  
 Training Plan No:

**Section 1: Contact and OJT Information**

*Complete the contact information for the Employer and the Trainee.*

EMPLOYER NAME:		ACCOUNT # OR FEIN:
EMPLOYER ADDRESS:	CONTACT PERSON:	EMAIL:
	TELEPHONE #:	FAX #:
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 Trainee's skill level. Add additional lines as needed.*

JOB TITLE:	O*NET SOC #:	HOURS/WEEK:
JOB DESCRIPTION:		
<b>REQUIRED JOB SKILLS FOR OCCUPATION:</b>		<b>STARTING CAPABILITY: DATE MEASURED:</b>
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"/>
6. Job Skill Needed		Not Skilled: <input type="checkbox"/> Some Skill: <input type="checkbox"/> Skilled: <input type="checkbox"/>
7. Job Skill Needed		Not Skilled: <input type="checkbox"/> Some Skill: <input type="checkbox"/> Skilled: <input type="checkbox"/>
8. Job Skill Needed		Not Skilled: <input type="checkbox"/> Some Skill: <input type="checkbox"/> Skilled: <input type="checkbox"/>
9. Job Skill Needed		Not Skilled: <input type="checkbox"/> Some Skill: <input type="checkbox"/> Skilled: <input type="checkbox"/>
10. 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. Add additional lines as needed.

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"/>
6. Skill To Be Learned	Estimated Training Hours	Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/>
7. Skill To Be Learned	Estimated Training Hours	Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/>
8. Skill To Be Learned	Estimated Training Hours	Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/>
9. Skill To Be Learned	Estimated Training Hours	Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/>
10. 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

Note: Only individuals identified as "Authorized Signatures" in the OJT Employer Contract may sign this document.

DATE:
TRAINEE
SIGNATURE:
TYPE/PRINT NAME:

DATE:	DATE:
EMPLOYER SIGNATURE:	OJT PROVIDER SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
TITLE:	TITLE:

## TRAINING PLAN INFORMATION AND INSTRUCTIONS

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

### ***Job Description:***

A job description may be obtained from the Employer or the OJT Provider may assist the employer in writing a job description, thus providing a “value-added” for the employer. For assistance in writing a job description you may use the tasks and activities provided at the CareerOneStop Job Description Writer (<http://www.careerinfonet.org/jobwriter/>). Please modify these descriptions to be specific to employer’s needs for the occupation.

### ***Skill Requirements:***

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

### ***Trainee’s Starting Capability:***

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

### ***Trainee’s Ending Capability:***

Record the date on which the “Ending Capability” assessment is made and the skill level which has been obtained using the following rating scale:

1. Beginning - Can do only simple parts of the task.
2. Intermediate - Can do most parts of the task.
3. Skilled – Meets the Employer’s standard for the task.

### ***Training Length:***

- a) The OJT Provider, working with the Employer, determines the job title for the position to be trained for, referencing O\*NET OnLine (<http://online.onetcenter.org>).
- b) From O\*NET OnLine, Job Zone/SVP parameters are obtained. Use these parameters as a beginning guide to determine the length of training.
- c) The OJT Provider considers the trainee’s past work experience, knowledge, and skills gap to assist in determining the length of training.
- d) An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided. In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant’s individual employment plan.
- e) It may be necessary to deviate from the training schedule, depending on the trainee’s ability to gain and retain knowledge of the various tasks within the occupation. If there is disruption of the planned training period through no fault of the trainee or the employer, provide modifications in writing with the Training Plan Modification Template.

# Insert OJT Provider Name Here

## On-the-Job Training (OJT) Pre-Award Checklist

### Section 1: Employer Information

Complete the following Employer information.

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

### Section 2: Company Review

- 1) WARN notices have previously been filed. Yes  No   
N/A
- 2) The company has not exhibited a pattern of failing to provide OJT Trainees with continued long-term employment. Yes  No

### Section 3: Meeting Federal Criteria

Please check the appropriate response for the following Employer information.

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

## Section 4: Signatures

### *Authorized Signatures*

I hereby certify that the above information is, to the best of my knowledge, true and correct.

EMPLOYER SIGNATURE:	DATE:
TYPE/PRINT NAME:	TITLE:

## Section 5: Outcome of Pre-Award Interview

Employer meets all requirements of the OJT pre-award. **YES**      **NO**

OJT PROVIDER SIGNATURE:	DATE:
TYPE/PRINT NAME:	TITLE:

## Insert OJT Provider Name Here

### On-the-Job Training (OJT)

### Progress Report and Invoice Form

*This form enables employers to regularly evaluate the trainee in order to be reimbursed for the extraordinary costs of training the OJT employee. The form is completed by the employer and submitted to OJT Provider Name Here. In addition to serving as a record of reimbursable hours worked and as the monthly invoice, the form also establishes a report of the trainee'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 trainee.*

OJT Contract No:

Report for the Period Ending:

Training Plan No:

### Section 1: Employer Contact Information

*Complete the contact information for the Employer.*

EMPLOYER NAME:	CONTACT PERSON:	TELEPHONE #:
EMPLOYER ADDRESS:	EMAIL:	Fax #:

### Section 2: Trainee Information

*Complete the information for the trainee including appropriate occupational information.*

TRAINEE 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 3: OJT Trainee Progress Report

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

COMPETENCY	RATING				
1. ABILITY TO LEARN	POOR	MARGINAL	GOOD	VERY GOOD	<input type="checkbox"/> EXCELLENT
2. ATTITUDE	POOR	MARGINAL	GOOD	VERY GOOD	<input type="checkbox"/> EXCELLENT
3. CONDUCT	POOR	MARGINAL	GOOD	VERY GOOD	<input type="checkbox"/> EXCELLENT
4. MOTIVATION/INITIATIVE	POOR	MARGINAL	GOOD	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 in order to assist the trainee in successfully completing the training and retaining employment</i>
<ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul>
<i>Are there additional supportive services the workforce system can help with? (Please list)</i>
<ul style="list-style-type: none"> <li>•</li> <li>•</li> </ul>

## Section 4: Trainee Skills Evaluation

Complete and evaluate what was learned **during this report period**. The “skills to be learned” should be taken directly from the training plan.

SKILLS TO BE LEARNED:	# of training hours completed during this period	CAPABILITY AT THE END OF THIS TRAINING PERIOD
1.		Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> <b>Date measured:</b>
2.		Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> <b>Date measured:</b>
3.		Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> <b>Date measured:</b>
4.		Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> <b>Date measured:</b>
5.		Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> <b>Date measured:</b>
6.		Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> <b>Date measured:</b>
7.		Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> <b>Date measured:</b>
8.		Beginning: <input type="checkbox"/> Intermediate: <input type="checkbox"/> Skilled: <input type="checkbox"/> <b>Date measured:</b>



## Section 6: Signatures

All parties agree that information provided is accurate.

### Authorized Signatures

Note: Only individuals identified as "Authorized Signatures" for the Employer may sign this document.

DATE:	DATE:
TRAINEE SIGNATURE:	eEMPLOYER 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	FISCAL AGENT SIGNATURE
DATE:	DATE:
OJT PROVIDER SIGNATURE:	FISCAL AGENT'S SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
TITLE:	TITLE:

## Insert OJT Provider Name Here

### On-the-Job Training (OJT) Training Plan Modification

OJT Contract No:

Training Plan No:

Modification No:

EMPLOYER NAME:		ACCOUNT # OR FEIN:
EMPLOYER ADDRESS:	CONTACT PERSON:	EMAIL:
	TELEPHONE #:	FAX #:
TRAINEE NAME:	EMAIL:	TELEPHONE #:
BEGINNING DATE:	END DATE:	TOTAL TRAINING HOURS:
HOURLY WAGE RATE: \$	REIMBURSEMENT RATE: %	MAXIMUM REIMBURSEMENT: \$
JOB TITLE:	O*NET SOC #:	HOURS/WEEK:

Revised BEGINNING DATE:	Revised END DATE:	REVISED TOTAL TRAINING HOURS:
Revised HOURLY WAGE RATE: \$	Revised REIMBURSEMENT RATE: %	Revised MAXIMUM REIMBURSEMENT: \$

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### Section 3: Signatures

I hereby agree to the changes set forth in this modification. All other components of the original training plan remains in full force and effect.

#### ***Authorized Signatures***

*Note: Only individuals identified as "Authorized Signatures" in the OJT Employer Contract may sign this document.*

DATE:
TRAINEE SIGNATURE:
TYPE/PRINT NAME:

DATE:	DATE:
EMPLOYER SIGNATURE:	OJT PROVIDER SIGNATURE:
TYPE/PRINT NAME:	TYPE/PRINT NAME:
TITLE:	TITLE: