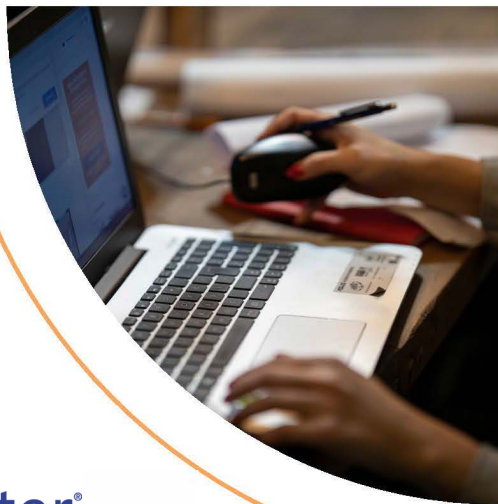


**EMPLOYMENT AND TRAINING ADMINISTRATION**  
UNITED STATES DEPARTMENT OF LABOR



OCTOBER 28, 2024

# On-The-Job Training ToolKit



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## 1. ABOUT THE POLICY AND PROCEDURES MANUAL

### The Purpose of This Toolkit is to:

- Provide an overview of on-the-job-training (OJT);
- Encourage the use of OJT as a strategy that has a proven track record of helping unemployed workers gain new skills and to find and retain employment;
- Provide minimum standards and suggestions for operating federally funded OJT programs;
- Provide tools and resources to grantees to facilitate development of consistent and effective OJT<sup>1</sup> protocols and processes across workforce areas and programs.



WIOA was signed into law in July 2014 and strengthens existing workforce development and adult education programs by serving low-income adults, dislocated workers, trade affected dislocated workers, and youth who are most in need and face barriers to employment. While largely based on Workforce Innovation and Opportunity Act (WIOA) title I requirements for OJT, this manual, developed by the Employment and Training Administration, U.S. Department of Labor (DOL), has been updated and expanded to include information and examples applicable to Trade Adjustment Assistance (TAA) OJTs.

WIOA and TAA enhance the access of job-seeking individuals to employment, education, training, and supportive services that foster success in the labor market by providing the skills needed to compete in the global economy. Utilizing work-based learning strategies available through the American Job Center (AJC) network is crucial for assisting adults, dislocated workers, and trade-affected individuals in securing employment. When employers actively participate in the process, it becomes easier to identify, train, and develop potential workers. Additionally, reimbursing employers for training costs lowers the expenses associated with hiring and training new workers. This approach fosters long-term relationships between AJCs and the reemployment services they offer, workers and employers.

OJT models have proven effective when they involve an ongoing partnership between the business and the workforce system. The AJCs provide individualized career services, identifying appropriate matches between the business and the job seeker and making available any needed supportive services to ensure the OJT participant can successfully engage. This resource provides an overview of different policies, procedures, and templates for states and local areas to consider when developing OJT programs. States and local areas may use this as a guide for implementing OJT opportunities for job seekers and businesses in the public workforce system.

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<sup>1</sup> *Disclaimer: The tools, templates, and information provided in the OJT Toolkit were developed in collaboration between ETA and Safal Partners. All information serves as a general guide for states and local areas. Although every effort has been made to ensure that the material within this toolkit and website is accurate and timely, we make no warranties or representations as to the accuracy or completeness of the contents, whether the contents are current or free from changes caused by third parties. All information is provided "as is" without warranty of any kind. No information provided on this site may be considered legal advice, and it is the responsibility of each user of the OJT Toolkit materials to ensure that the materials meet all federal, state, and local requirements. Use of the materials does not imply compliance with ETA requirements.*

## Introduction

WIOA expands the education and training options available to job seekers and businesses to increase access to better careers and professional advancement. The work-based learning programs in WIOA also help disadvantaged and unemployed adults and eligible youth earn wages while learning through support services and effective employment-based activities.

The [Trade Adjustment Assistance \(TAA\) Program](#)<sup>2</sup> seeks to provide adversely affected workers with opportunities to obtain the skills, credentials, resources, and support necessary to (re)build skills for future jobs. Any member of a worker group certified by the Department may be eligible to receive the following benefits and services at a local American Job Center: training, employment and case management services, job search allowances, relocation allowances, and income support in the form of Trade Readjustment Allowances (TRA). Reemployment TAA (RTAA) provides wage supplements for reemployed older workers whose reemployment resulted in lower wages than those earned in their trade-affected employment, may also be available.

The workforce services available under WIOA and TAA are delivered through the nation's AJC network, which includes local and state service providers. Participants seeking employment and training services can visit any AJC, either at a physical location or virtually, to access career and training services.

## Work-Based Learning<sup>3</sup>

Work-based learning, as defined by WIOA, involves sustained interactions with industry or community professionals in real workplace settings or simulated environments. These interactions are designed to provide in-depth, firsthand engagement with the tasks required in a given career field and are aligned with educational curriculum and instruction. Work-based learning aims to bridge the gap between training and employment by ensuring that the skills and knowledge gained through training are directly applicable to the workplace. It includes various forms of learning such as apprenticeships, customized training programs, incumbent worker training, internships, and on-the-job training.

In addition to the advantages for job seekers, work-based learning provides businesses with opportunities to help develop a talent pipeline and retain a skilled workforce utilizing public workforce system resources.

For additional information regarding work-based learning under WIOA and TAA, please visit:

- [TEGL 19-16](#), "Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for Implementation of the WIOA Final Rules."
- WorkforceGPS page on [Work-Based Learning for Adults and Dislocated Workers](#).
- [TEGL 21-22](#), "Increasing Equitable Service Access and Employment Outcomes for All Jobseekers in Workforce Innovation and Opportunity Act Adult and Dislocated Worker Programs."
- [TAA OJT FAQ.pdf \(dol.gov\)](#); OJT and the Trade Adjustment Assistance (TAA) Program: Frequently Asked Questions (FAQ) and Myths & Barriers/How to Overcome Them.
- [WorkforceGPS - On-the-Job Training: A Different View](#): OJT training has been proven to be the most effective way to have dislocated workers seek reemployment in today's workforce. Staff from

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<sup>2</sup> <https://www.dol.gov/agencies/eta/tradeact>

<sup>3</sup> The words learning and training in this document are interchangeable.

Minnesota's workforce development system, employers, and past participants will share some best practices and testimonials on OJT effectiveness.

- [Key Reference Regarding TAA OJTs](#): See Section 236(c) of the Trade Act of 1974, as amended, (the Act) Trade Adjustment Assistance Reauthorization Act of 2015 and the TAA Final Rule

## What is OJT Under WIOA?<sup>4</sup>

OJT is generally described as a proven, evidence-based strategy under WIOA that provides reimbursements to businesses to help compensate for the costs associated with skills upgrading and loss of production for training newly hired employees. OJT is defined in [WIOA sec. 3\(44\)](#) as training by an employer that is provided to a paid participant while engaged in productive work in a job that:

- Provides knowledge or skills essential to the full and adequate performance of the job;
- Provides reimbursement to the employer, typically up to 50 percent of the wage rate of the participant, for the extraordinary costs of providing the training and additional supervision related to the OJT. Local Workforce Development Boards (LWDBs) can reimburse up to 75 percent of the wage rate of the participant, if permitted by State and local policy; and
- Is limited in duration as appropriate to the occupation for which the participant is being trained, considering the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.
- TAA funded OJTs are limited to 50 percent of wage reimbursement; however, when co-funded with WIOA, WIOA will cover an additional 25 percent for a total of 75 percent reimbursement.
  - Since many of the requirements of TAA OJT and WIOA OJT are identical, states/local areas could devise a policy that incorporates the identical provisions of the two and include the TAA- and WIOA-specific elements where applicable. The policy must ensure that the benefits (and requirements) for each program are included<sup>5</sup>.

OJT programs can be particularly successful for individuals who:

- Are unable or unlikely to obtain employment without retraining;
- Are low income, receiving unemployment insurance or public assistance, or need to earn a wage while learning an occupational skill;
- Are individuals with barriers to employment who need help finding their next job;
- Are individuals who can learn the skills necessary for the occupation more easily and thoroughly on the job;
- Need supervision as they learn specific skills for an occupation; and/or,
- Are in an RA program.

**OJT provides excellent benefits for individuals to build or update their skills and/or establish themselves in emerging, high-demand fields. It also incentivizes businesses to hire individuals and invest in their skill development.**

OJT may also be a good option for currently employed individuals who are not earning a self-sufficient wage or not earning wages sufficiently comparable to, or higher than, wages from previous employment. For more information on increasing equitable service access and employment under WIOA, check out [TEGL 21-22](#). Participants of an OJT program can acquire additional skills by being introduced to new technologies or increasing their workplace literacy. The LWDB can also identify other applicable training opportunities and resources.

<sup>4</sup> [WIOA section 3\(44\)](#)

<sup>5</sup> [20 CFR 618.635](#)



OJT programs can assist businesses looking to hire or expand, and those that need additional staff trained with specialized skills. In an OJT program, the business can provide the training, which helps ensure all training is relevant to the job the participant is placed in. Employers often have questions about OJT and how it can help their company. This FAQ for OJTs ([Attachment 1](#)) is useful in answering many of their questions. Additionally, you may want to consider having flyers ([Attachment 2](#)) or brochures ([Attachment 3](#)) to tell people about your OJT program. In some instances, the employer may require the participant to receive additional training (e.g., more specialized IT skills) if the position requires it. In such cases, an outside training provider may be hired.

## 2. UTILIZATION OF OJT

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As a promising practice, OJT funds can be utilized across several funding streams.

- **WIOA Adult/Dislocated Worker (DW):** Eligible WIOA Adult/DW individuals can participate in OJT as part of their training services, in order to elevate their knowledge and skills for specific job performance or reentry into the workforce. WIOA Adults are eligible for services if they are 18+ and are low income with barriers to employment. WIOA DW are individuals who have been (or received notice for) termination or layoff from employment.
- **Rapid Response:** Rapid Response programs are designed with prevention in mind, to swiftly respond to layoffs and closings, and to assist the employer and soon-to-be dislocated employee. OJT is a key component to assisting individuals in quickly reentering the workforce.
- **Trade Adjustment Assistance (TAA) Program:** The TAA program assists workers who have been laid off through no fault of their own, due to the impact of foreign trade. To receive the maximum reimbursement, individuals must be co-enrolled in WIOA and TAA to take advantage of OJT programs.

### OJT Funds Under WIOA and Trade Adjustment Assistance (TAA) Programs

The TAA for Workers program assists dislocated workers who have been laid-off or had a reduction of work hours due to contributing factors of foreign competition.

Participants must be co-enrolled in WIOA to receive both TAA and WIOA OJT funding for employers to receive the maximum amount of reimbursement (up to 75 percent). WIOA and TAA funds must be managed in a coordinated manner to best meet each participant's needs and avoid paying for training costs twice. As TAA is the primary funder of joint TAA and WIOA OJTs for participants meeting the six criteria for approvable training, training costs may be charged first to trade funds and any funds remaining may be concurrently paid for with WIOA funding. See Figure 1 below for TAA and OJT requirements, including eligibility, training duration, and reimbursement. For more information on TAA OJTs, check out this webinar on the [Best Practices of OJT training with TAA](#) and the [TAA OJT FAQ](#).

## OJT Funds Under WIOA and Rapid Response (RR) Programs

Rapid Response (RR) is a proactive, business-focused, and flexible strategy designed to respond to layoffs and plant closings by quickly coordinating services and providing immediate aid to companies and their affected workers. RR teams work with employers and any employee representative(s) to quickly maximize public and private resources and minimize disruptions associated with job loss. RR can provide customized services on-site at an affected company, accommodate work schedules, and assist companies and workers

**Incumbent Worker Training (IWT) often supports those still working but facing a layoff. Using the OJT contract to define the IWT for the participant is a promising practice.**

through the painful transitions associated with job loss. RR can also assist before the employee fully separates from their employer. One key document to share with employers is the [Employer's Guide to Advance Notice of Closings and Layoffs](#). Remember that RR must be proactive, data-driven, engaged with businesses, and focused on preventing layoffs or minimizing their negative impacts. The layoff aversion activities noted in [Section 682.320](#) are allowable, but it is not an exhaustive list of allowable activities. For more information on RR and OJT, see Figure 1 below.

Every state has [RR coordinators](#) who can assist you with understanding the rules and regulations of RR and how to provide services (including OJTs) to an employer. For more information, check out – [A Catalog of Rapid Response Service Information and Resources](#). An [Intervention Timeline for Layoff Aversion Options](#) is another great resource.

Figure 1 to the right provides an overview of the various funding sources that can be used for OJT and key requirements of each individual funding stream.

## Features of OJT Across Funding Streams

FEATURES	WIOA (ALL PROGRAMS)		TRADE ADJUSTMENT ASSISTANCE
	ADULT, DW	RAPID RESPONSE	
<b>Reimbursement Amount</b>	Up to 75% reimbursement to employers	Up to 75% reimbursement to employers	Up to 50% reimbursement to employers*
<b>Assessment</b>	IEP can be developed to show OJT is needed	Incumbent Workers can be assessed for eligibility **	OJT supports goals of IEP
<b>Training Duration</b>	Determined by state or local area	Determined by state or local area	Not to exceed two years
<b>Participant Requirements</b>	WIOA eligibility determined before employment	Review of pre-layoff wages and skills ***	Must meet six criteria for approvable training
<b>Training Plans</b>	Business Service Rep seeks input from employer	Business Service Rep seeks input from new employer	Business Service Rep seeks input from employer
<b>Who Sets the OJT Structure?</b>	Board Policy	Board Policy	State
<b>Allow Employed Worker OJTs?</b>	Yes	Yes	No

\*For OJT approved training for a co-enrolled TAA participant, WIOA may reimburse employers up to an additional 25 percent, bringing the total reimbursement to employers up to 75 percent.

\*\* Must be tied to layoff aversion strategies for a threat of layoff.

\*\*\* Rapid Response can be provided before the employee has fully separated from the employer. A review of the employee's pre-layoff wages needs to occur, in addition to the employee's skill set to justify the need for additional training.

Figure 1



## OJT Contracts for Registered Apprenticeship (RA)

Both the WIOA and the TAA program can fund OJTs for Registered Apprentices (RAs), including for employer sponsors in the public, private non-profit, or private sectors. Just like non-apprenticeship employers, RA sponsors can participate in an OJT contract to receive reimbursement for extraordinary training costs of a newly hired participant. An agreement with the employer specifies the duration of training and the skills and competencies to be acquired by the participant. WIOA also allows both Individual Training Accounts (ITA) and OJT funds to be used when placing participants into an RA program or with a training provider.

Regardless of program size, every RA program includes a core component of training on the job. Before beginning employment with the RA sponsor, apprentice candidates must meet eligibility requirements for WIOA or TAA and determined as an appropriate match for both the participant and employer sponsor. Please note that while OJT hours do not run for the full length of the apprenticeship program, the WIOA and/or TAA-funded training period should cover as much of the OJT component as possible. Rhode Island's [WIOA Desk Reference for ITA and OJT with Apprenticeship](#) is a good resource as you are working on your procedures for this service.

When you are developing an OJT for an RA sponsor, consider these steps:

1. Thoroughly discuss how OJT funds could support an apprentice candidate.
2. Assist with matching apprentice candidates from your current pool of WIOA-eligible and TAA-eligible applicants and arrange job interviews specific to the RA program.
3. Use the work processes, specifically the on-the-job learning competencies (from Appendix A), to develop the training plan with the business. National occupational frameworks can give you a starting place with these discussions, found at the [RA Occupations and Standards Center of Excellence](#).

The figure below shows how TAA funding can support core apprenticeship components:

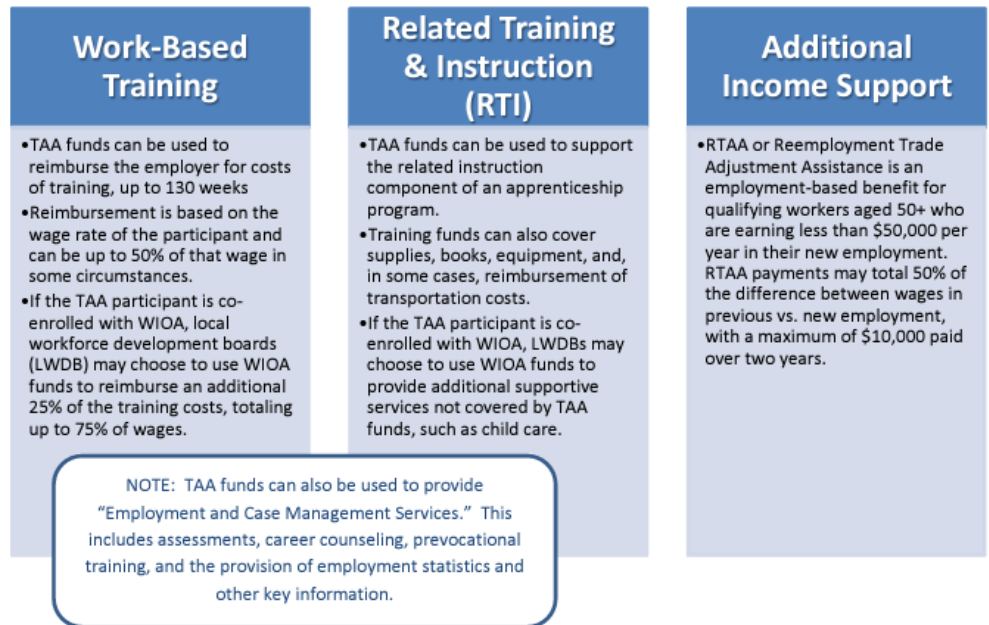


Figure 2

This [Quick-Start Toolkit Building Registered Apprenticeship Programs](#) provides more information about RA programs, and the [Supporting Apprenticeship through Trade Adjustment Assistance Program \(Figure 2\)](#) (Figure 2) document can help guide you in TAA support for RA.

### 3. OJT POLICIES



Establishing OJT policies is critical for consistency, institutionalizing best practices, and allowing the grantee, the employer, and the participant to understand the program better. State WIOA programs and local workforce development areas should establish consistent policies for OJT and collaborate with TAA and RR, which are administered at the state level. This is particularly important when potential businesses and job seekers naturally cross workforce area boundaries or are statewide. Often, these OJT policies address the following types of issues:

- Requirements – Provide policy guidance on the federal, state, and local area regulations and procedures.
- Types of OJTs – Address the policies surrounding OJT types, including upgrading skills and achieving self-sufficiency, taking classroom and OJT training simultaneously, OJTs that support RA programs, partner programs, and special OJTs.
- State and local policies for increasing the WIOA reimbursement rate to 75 percent of the participant's wage rate, considering:
  - Characteristics of the participant(s);
  - Size of the employer(s);
  - Quality of employer-provided training and advancement opportunities; and
  - Other factors identified in state and local policies, may include:
    - Number of employees participating in the training;
    - Wage and benefit levels of employees (both pre-and post-training); and
    - Relation of training to the competitiveness of the participant.
    - Restrictions on OJT funds include that they may not be used to assist, promote, or deter union organizing.
    - Restrictions on using funds with businesses who have not been operating in the area for a minimum of 120 days.
    - State and local board policies may also include restrictions to occupations only within board-defined key industries and/or entry-wage minimum restrictions.
    - Because many of the requirements of TAA and WIOA OJTs are identical, state and local areas can devise a policy that incorporates the identical provisions of the two and includes the TAA and WIOA-specific elements where applicable. The policy must include each program's benefits and requirements. See [20 C.F.R. 618.635](#) , [618.610](#), [618.615](#), and [618.665](#) for more detailed information.

Policy development should also consider the following items:

#### Training Types

- The OJT participant may need or want to receive additional training if the OJT position is in new technologies, introduces new production or service procedures, or involves an upgrade to new jobs that require additional skills.
- OJTs are also useful when the participant, in addition to occupational training, may need soft skills such as workplace literacy and other skills the employer may be unable to provide. As mentioned in the introduction, the employer may require that the participant attend training offered by an outside provider.

- A career pathway approach may be applied utilizing an ITA in conjunction with OJT, which offers individuals the opportunity to earn marketable credentials, leading to furthering their education and achieving economic success.

## Training Preferences

- States and local areas should align OJT training efforts with high growth/in-demand occupations and sectors, as identified in their applicable sector strategy plan, by establishing a policy preference for training in particular industries or occupations identified as high growth in the local area or region.
- They are also encouraged to align OJT training efforts with any existing or developing plans to substantively support and integrate RA into service design and delivery.
- It is important to incorporate a focus on job quality (i.e., consider pay levels, benefits, or opportunities for growth in a company) as part of the training preferences when identifying employer partners. Check out the information on the [Good Jobs Principles](#) and [TEGL 7-22](#) as you work on these training preferences.
- States and local areas should be aware of community investments that stem from the [Invest in America](#) initiative and focus OJT funding as they work to partner with the recipients of the funds.

## Training Duration

- Although there is no legal limit to the duration of training, most local areas set limits on the length of training or issue guidance based on the complexity of the job to be learned. See Figure 1 above for information on training duration by funding source. States may choose to limit the duration of OJTs in policy.
- When adopting a training policy, it is recommended to use a readily available occupational information source such as [O\\*NET](#) or any other classification model. The policy should indicate how long or short the training sessions could be for participants based on individual assessments of the participant's background, skills, and barriers to employment (examples are later in this manual). It should also set a maximum and minimum allowable length for the OJT, which should also be mentioned in the OJT contract.

## Funding Policies

- It is recommended to define the allowable OJT costs and reimbursements, as well as the type of costs that are not allowable.
- Some local areas set limits, like those for classroom training, or allow individuals to combine classroom training (utilizing ITAs) and OJT within a given funding limit.
- In addition to the cost of training, generally calculated as a portion of the hourly wage, some local areas will reimburse the employer or the individual for the cost of such items as uniforms, tools, licensing fees, or additional coursework related to the training occupation.
- Some local areas enforce reimbursement terms to support participant retention. For instance, the administrator of an OJT program may reimburse an employer:
  - Monthly; or
  - Provide the first half of the OJT reimbursement at the end of the training period and upon the participant's successful completion of the training plan; or
  - Provide the second half of the OJT reimbursement at the end of the 90-day retention period if the participant is still employed and working 30 hours or more each week.



## 4. EMPLOYER PRE-SCREENING FOR OJT



OJT is provided under an agreement with an employer in the public, private non-profit, or private sector. Prior to entering into an OJT agreement, grantees should conduct a pre-screening to ensure that the employer meets the minimum standards and can provide both training and employment to an OJT participant. If the position requires training from a third-party vendor used by the employer, ensure that it is made clear in the agreement.

Employer pre-screening checklists are a vital tool for OJTs. Items to consider in your checklist include:

- Whether the business can provide continued employment after the OJT period;
- The business verifies that WIOA funds will not be used to relocate operations in whole or in part;
- The business has operated at its current location for at least 120 days. If less than 120 days and the business relocated from another area in the U.S., can verify that employees were not laid off at the previous location because of the relocation;<sup>6</sup>
- The business is not utilizing OJT participants to fill job openings because of a labor dispute;<sup>7</sup>
- OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing;<sup>8</sup>
- The OJT will not result in the full or partial displacement of employed workers;<sup>9</sup>
- Participant wages are:<sup>10</sup>
  - To be paid at the same rate, including periodic increases, as other participants or employees who are in comparable occupations with the same employer and who have equivalent training, experience, and skills;
  - To be paid no less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1) or the applicable federal, state or local minimum wage;
- The employer provides OJT participants' benefits (e.g., workers' compensation, health insurance, unemployment insurance, retirement benefits) at the same level and to the same extent as other participants or employees working a similar length of time and doing the same type of work;<sup>11</sup>
- The employer will comply with the non-discrimination and equal opportunity provisions of WIOA law and regulations;<sup>12</sup>
- A recommended reimbursement rate for the employer is based on factors consistent with state and local policies.

The OJT pre-award screening can be done as a separate document or included at the bottom of the OJT contract. (See [Attachment 4: OJT Contract](#))

<sup>6</sup> [20 C.F.R. 683.260](#)

<sup>7</sup> [20 C.F.R. 680.840](#)

<sup>8</sup> [20 C.F.R. 680.830](#)

<sup>9</sup> [20 C.F.R. 683.270](#)

<sup>10</sup> [20 C.F.R. 683.275\(a\)](#)

<sup>11</sup> [20 C.F.R. 683.275\(c\)](#); [20 C.F.R. 683.280\(b\)](#), [20 C.F.R. 680.700\(b\)](#)

<sup>12</sup> [20 C.F.R. 683.285](#)

## 5. OJT PARTICIPANT REQUIREMENTS

An individual may be considered for an OJT when they have met program eligibility requirements and been determined to need training services. Additionally, TAA-eligible participants are automatically included in WIOA eligibility. TAA and WIOA programs may conduct participant assessments and must share them between programs to develop an individual employment plan (IEP) showing that an OJT is appropriate. Note that an individual could start with a work experience and then progress to an OJT. Individuals who are employed may still be placed in an OJT either with the employer for whom the employee currently works or with another business offering the individual the OJT, as long as regulatory requirements are met (see [20 C.F.R. sections 680.700 and 680.710](#)). This includes individuals employed either part-time or full-time work. Regardless of the funding stream (see Figure 1 above), grantees should consider the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's IEP.

If a local area utilizes an IEP and the preliminary information has been gathered, then the assessment process for an OJT is completed. The local area should consider the following before placing the participant in an OJT program:

- Does the participant need to learn skills for the desired position, or do they already have those skills?
- Does the participant need training?
- What is the best way for the individual to obtain the skills needed – OJT, occupational skills training, or both? If both, is an RA program appropriate?
- Can the position be obtained at this business without OJT training? If a need for OJT cannot be documented, then a direct placement or referral to other services should be considered. If OJT needs have been determined and recorded on the IEP, a referral may be made to appropriate employers.
- Is the OJT occupation the participant is engaging in correctly classified so that adequate training time can be determined?
- Does the training time for that occupation allot enough time for the participant to learn the job?
- Does the training time adjusted (longer or shorter) reflect, if needed, time for any additional assistance the participant may need?

**Factors used to select OJT as the most appropriate option may include the participant's need for occupational training, job readiness, suitability of prospective position to the participant's needs, interest, employment objectives, and capability to complete the training.**

Once you have determined the suitability of OJT for participants, provide them with a letter from the funding entity (e.g., state, local board, Trade Adjustment Assistance) to use when they go on interviews as an added incentive for the employer to consider them. An example of an OJT letter for the participant is in [Attachment 5](#).



## 6. REQUIRED DOCUMENTATION

To encourage employers and job seekers to use OJT, keep paperwork to a minimum. However, several documents are required to implement an OJT effectively, including OJT contracts, training plans, invoicing, and monitoring documentation. OJT counts as a program cost under WIOA and should be reported as such in financial reports.

### OJT Contract Minimum Requirements

An employer orientation must be completed with each employer and/or employer representative to discuss the contract provisions and training plans. The contract process sets the ground rules for OJT between the employer and the grantee. Furthermore, for employers that use outside training providers, it ensures a legally binding agreement between the employer and the training provider. Contracts include the terms and conditions the employer and training provider agree to provide for a successful OJT experience.



At a minimum, 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.<sup>13</sup> See Figure 1 above for time limits by funding source. Contracts should also include requirements specific to the state and local areas and related to OJTs funded through other federal programs. All documents should be reviewed by your legal team prior to being used.

Please note that you may use one contract with different training plans for each individual the employer hires when an employer wants to train multiple people. All OJT contracts must include any applicable provisions required by federal statutes and executive orders listed in [2 C.F.R. part 200, Appendix II](#).

See [Attachment 4: OJT Contract](#) for an example that includes all minimum requirements, the training plan requirements, and an evaluation/monitoring tool.

### Training Plans

Develop an OJT training plan and the corresponding training based on the occupation the participant has chosen. This plan is part of the structured job training that provides participants with a combination of instruction in job-ready skills (where indicated), general employment competencies, and occupational skills that enable the participant to attain self-sufficiency. In determining the appropriate length of the contract, consider the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's IEP.<sup>14</sup> Business Services Representatives should always seek input from the employer on their specific training needs and incorporate them into the OJT Contract – Training Plan section. Additionally, O\*NET can be a useful resource to supplement information gathered from the employer to determine training length. To determine participant progress in the OJT, identify skills and establish a method for measuring them.

Business Services Representatives or training providers can use [O\\*NET](#), an RA work process ([Appendix A](#)), and/or a job description to list skills or tasks. By describing skills concisely and comprehensively, the individual tasks become observable and measurable.

<sup>13</sup> [20 C.F.R. 680.700\(c\)](#)

<sup>14</sup> [20 C.F.R. 680.700\(c\)](#)



DOL encourages the inclusion of a training plan in the OJT contract to clearly state the training, the length of time expected, the period of training, reimbursement rates, and monitoring requirements.

## Invoicing



Payments to employers for OJT must comply with WIOA and/or TAA program guidelines. They are compensation for the employers' "extraordinary costs" associated with training participants and potential lower productivity of participants while in OJT.<sup>15</sup> Employers are not required to document these extraordinary costs.

The participant must receive wages and fringe benefits equal to those similarly employed by the employer. WIOA and its regulations expect that the participant will remain as an employee after the OJT ends, and that the employer will continue to compensate and provide benefits commensurate with their job performance and in alignment with other workers.

Payment to employers should be managed by an invoice system that clearly documents the number of hours worked each day by the participant and rate of pay for the time period. Invoices must be signed by both the participant and the employer or only by the employer if the participant signs accompanying documentation (timesheets/timecards) and reconciles it to the invoice. In case there is no available timesheet, a paystub may also be used for verification. Also, payments to employers should reflect scheduled raises and regular pay increases if they occur. [Attachment 6](#) and [7](#) are examples of OJT invoices.

## Monitoring and Performance Accountability

Including periodic written assessments as part of the OJT contract documents is crucial. They can be simple but should reflect the skills training delivered to the participants and show their progress toward achieving competencies and skill gains. When the state and the local area need to fulfill performance accountability, such assessments are useful.

Monitoring, a responsibility of both the state and local areas, must include oversight of the participant training and corresponding employer payroll records. On-site monitoring of OJT employers is required to ensure validity and propriety of the reimbursement amounts claimed, and that the training for which the contract is written is delivered. The on-site monitoring of the OJT must include:

- Documentation of information received directly from the participants;
- Participant's supervisor's perspective about how the training is progressing; and
- A review of the employer payroll records.

Please review the [Attachment 8: OJT Monitoring example for local boards](#).

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<sup>15</sup> [20 C.F.R. 680.700\(a\)](#)

## 7. OUTREACH METHODS

To promote the use of OJT, both the state and local levels should conduct outreach to employers and job seekers. AJs should ensure that both the Business Services and Case Management teams are well versed in and include information about OJT to their respective customers. Integrating OJT outreach into Business Services activities minimizes the chance of multiple staff contacting one employer.



Outreach activities should align with [TEGL 03-23](#) and [TEGL 07-23](#) for TAA activities. Review [Outreach and Marketing for the Public Workforce Development System](#) for more information and resources. To spread a wider net of integration and implementation, involve workforce partners such as Chambers of Commerce, Economic Development, and local education systems in OJT outreach efforts.

Consider the following outreach strategies:

- Sending out press releases and working with the media on articles, TV, or radio spots that educate the community about OJT components;
- Advertising the program and/or activities in the media, such as newspapers or radio programs, social media, billboards, text apps, or Quick Response (QR) codes about OJT;
- Hosting OJT educational sessions for employers and/or job seekers to inform them of the components;
- Using geo-fencing (a type of location-based marketing and advertising) to define a virtual; geographical boundary to target specific demographics of job seekers or employers for OJT services;
- Promoting a page on the LWDB website that gives the specifics of OJT services;
- Using social media strategies to increase awareness of OJT services and garner ambassadors for the use of OJT;
- Producing YouTube videos that highlight employers who have used your OJT services (i.e., <https://www.youtube.com/watch?v=v04nUrk-KvY> – Northwest Regional Workforce Investment Board, Connecticut); and
- Setting up a Vimeo channel and producing success story videos that can be provided to employers.

**For more ideas on how to develop social media strategies, view the webinar: [Yes, WIOA Can! Post, Like, Follow, Share! Using Social Media as an Outreach and Marketing Tool](#)**

## 8. REFERENCES

- WIOA Regulations at 20 C.F.R., parts [680.200](#), [700](#), [710](#), [720](#), [730](#)
- [TEGL 4-20](#) "Guidance on Integrating Services for Trade-Affected Workers Under the Trade Adjustment Assistance Program (TAA Program) with the Workforce Innovation and Opportunity Act (WIOA) Title I Dislocated Worker (DW) Program."
- [TEGL 19-16](#), "Guidance on Services provided through the Adult and Dislocated Worker Programs under the Workforce Innovation and Opportunity Act (WIOA) and the Wagner-Peyser Act Employment Service (ES), as amended by title III of WIOA, and for Implementation of the WIOA Final Rules."
- [TEGL 03-23](#), "Allowable Uses of Funds for Outreach Activities for Federal Formula and Competitive Grant Awards."

- [TEGL 07-23](#), "Ongoing Operations of the Trade Adjustment Assistance (TAA) for Workers Program During Phase-Out Termination."
- [TEGL 21-22](#), "Increasing Equitable Service Access and Employment Outcomes for All Jobseekers in Workforce Innovation and Opportunity Act Adult and Dislocated Worker Programs."
- [TAA Community on WorkforceGPS](#)
- [Next Level Now Community on WorkforceGPS](#)
- [A Catalog of Rapid Response Service Information and Resources](#)
- [TAA OJT FAQ.pdf \(dol.gov\)](#) - OJT and the Trade Adjustment Assistance (TAA) Program: Frequently Asked Questions (FAQ) and Myths & Barriers/How to Overcome Them
- [WorkforceGPS - On-the-Job Training: A Different View](#): OJT training has been proven to be the most effective way to have dislocated workers seek reemployment in today's workforce. Staff from Minnesota's workforce development system, employers, and past participants will share some best practices and testimonials on OJT effectiveness.
- [Key Reference Regarding TAA OJTs](#): See Section 236(c) of the Trade Act of 1974, as amended, (the Act) Trade Adjustment Assistance Reauthorization Act of 2015 and the TAA Final Rule

## 9. ATTACHMENTS

### Attachments Directory:

Please review the attachments below and feel free to customize them for your own use. You can navigate directly to attachments by clicking the icon or the titles. For your convenience, you will find the attachment link and full document available for printing purposes.



Sample FAQs

[Attachment 1 – Sample FAQs for On-The-Job Training Programs](#): This document provides a host of frequently asked questions along with answers regarding OJT programs.



Missouri  
Training Flyer

[Attachment 2 – Missouri On-The-Job Training Flyer](#): This document is an example of an On-the-Job Training flyer that Missouri uses.



SNHS  
Employee  
Brochure

[Attachment 3 – Southern New Hampshire Services Employee Brochure](#): This document comes from Southern New Hampshire and demonstrates the benefits of using OJT programs.



## Contract & Training Plan

**[Attachment 4 – On-The-Job Training Contract and Training Plan](#)**: This is a sample On-the-Job Training Contract complete with the training plan and monitoring tool.



## Job Seeker Letter

**[Attachment 5 – On-The-Job Training Job Seeker Letter Example](#)**: This is a sample job seeker letter for them to inform businesses of their eligibility for OJT programs.



## Training Invoice One

**[Attachment 6 – On-The-Job Training Invoice One](#)**: This is the first OJT invoice example that includes fillable fields.



## Training Invoice Two

**[Attachment 7 – On-The-Job Training Invoice Two](#)**: This is the second OJT invoice example with fillable fields but less details than the first example.



## Local Monitoring Report

**[Attachment 8 – On-The-Job Training Local Monitoring Report](#)**: This document is a local monitoring tool that is intended to be used with both the employer and the employee.

[Insert Organization Name]

## **FAQs About the On-The-Job (OJT) Training Program For Businesses Interested in Participating in OJT**

These FAQs answer the questions most often asked by employers who are interested in OJT.

### **1. What is OJT?**

As part of US Department of Labor, Employment and Training Administration's work-based-learning program, On-the-Job-Training (OJT) provides reimbursements to employers to help compensate for the costs associated with skills upgrade training and loss of production for newly hired employees. OJT can assist employers who are looking to hire or expand their businesses with additional staff trained in specialized skills. OJT employers may receive up to 50 percent of the wage rate (in certain circumstances up to 75 percent) of OJT participants wages to help defray personnel training costs.

### **2. What's in it for my company?**

- You get a pool of pre-screened applicants for your position—you decide who to hire.
- This is a great opportunity to bring on a more diverse pool of employees that are eager to learn new skills and/or to up-skill your workforce.
- Your company will be reimbursed for the costs associated with training this new employee, which are usually calculated at up to half the pay rate for the agreed-upon training period.
- You will receive prompt payments with a minimum of paperwork.
- You will be assisted by Business Services staff through all phases of the OJT.

### **3. Are there any restrictions?**

Yes, there are. For example-

- Any OJT participant must meet Workforce Innovation and Opportunity Act (WIOA) eligibility requirements.
- You cannot use OJT funded participants to replace employees laid off within six months prior to the date of your application.
- You are expected to hire any OJT participants as regular, full-time employees. Failure to hire OJT participants may put future OJT funding at risk.
- The rate of pay and benefits must be commensurate with what you pay others doing similar work.

The [insert organization name] staff can assist you in Learning more about OJT and how it can help you build your talent pipeline.

### **4. Can companies rehire one of their previously released (laid off) employees?**

Yes, a business can re-hire a previous employee, but it must be for a different position for which they would need training and the candidate must meet the Workforce Innovation and Opportunity Act (WIOA) eligibility requirements.

### **5. Who selects the OJT participants?**

As the OJT employer, your company will determine the selection criteria for OJT participants (e.g., “greater than 8<sup>th</sup> grade math ability,” “English-Spanish bilingual ability,” or any other applicable criteria). Then, [insert organization name] will identify those participants who meet the criteria and will refer them to your company. Your company will decide the final selection of OJT participants. You can also refer potential candidates to us for eligibility determination.

### **6. What if an employer has already selected a candidate for OJT training?**

If an employer has already selected a candidate **AND** the candidate is determined to be WIOA eligible, [insert organization name] can set up an OJT with the employer candidate. Just



be sure you refer the candidate for eligibility review **before** you hire them.

### **7. How do we get the process started?**

Contact us at: (**insert contact email or phone number**) and indicate you are interested in an OJT contract. A standardized OJT contract will then be completed with your company. That contract will contain all the terms of the agreement for both **insert organization name** and your company. With this contract in place, we will start to identify and screen candidates for your company's position(s).

### **8. How long will the process take to get the OJT approved?**

This process will not take much longer than hiring a non-OJT employee. To ensure that your needs are met, the process of writing and negotiating the contract and establishing a training plan for the individual could take up to a few weeks. The individual can be hired on the effective date of the OJT contract.

### **9. How much paperwork is involved for my business with an OJT contract?**

Here are the paperwork items we will need throughout the process:

- a. A training plan (which is part of the OJT contract) for the individual based on their current skills gaps for the position you are hiring them into. Staff will help you develop this plan.
- b. Payroll documentation every **insert frequency** to show they were paid and any raises they may receive throughout the training period.
- c. Sign off on the training they received.
- d. An invoice requesting funds for the training period for the eligible participant.

Your OJT representative will guide you through all these documents.

### **10. Do I have to hire the person after the OJT or do I have to keep them for a certain period of time? What happens if I must reduce my workforce?**

Please contact us if you have any concerns with your OJT employee as we can provide case

management and supportive services that may assist with challenges they are experiencing. While there is no requirement to keep an OJT employee for any certain time period, the expectation is that they would remain employed long-term. Failure to retain an OJT participant retention may affect future funding of additional OJT participants within your organization.

**11. Who should I contact at [insert organization name] about applying for OJT funding?**

Contact:

[Contact Name

Title

Organization Name

Address

City, State Zip Code

(123) 456-7890

organization website URL]

The [insert organization name] staff will be able to answer most of your remaining questions for you or will find out the answers.

# On-the-Job Training

Helping Your Business!



Missouri Job Centers offer **On-the-Job Training (OJT)** to help your business save hiring and training cost for new hires.

## The OJT Program Provides . . .

- Cost Savings:** up to 50% reimbursement of the wages of workers hired through this program for On-the-Job Training.
- Excellent Employees:** Workers that possess a proven work ethic with valuable skills gained from prior employment and education/training.
- Convenience:** Ongoing guidance and support from our staff, with minimal paperwork.



## OJT Program Steps

1



Contact you nearest Missouri Job Center to confirm your eligibility.

2



Identify potential candidates who are: referred through a Job Center or are reverse-referred by you to a Job Center.

3



Develop, complete and sign the training agreement *prior to the start date of the OJT employee.*

## Your Business Can Participate If:

- OJT position is permanent and full-time
- Your business participates in E-Verify. You can learn more about E-Verify at: <http://www.uscis.gov/e-verify>
- Contact us to learn more about how your business can participate!

## For More Information Contact:

**Missouri Job Center:**

**Phone:**

**Cell:**

**Email:**



A proud partner of the americanjobcenter network®



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For additional information about Missouri Division of Workforce Development services, contact a Missouri Job Center near you. Locations and additional information are available at [jobs.mo.gov](http://jobs.mo.gov) or (888) 728-JOBS (5627). • Missouri Division of Workforce Development is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Missouri TTY Users can call (800) 735-2966 or dial 7-1-1.

*Security7 Networks has utilized the On-the-Job Training program several times. We believe it has a proven track record of delivering the right people we need to grow our business and help us succeed as a company.*

*- Jay Smith, President, Security 7*

### Some OJT jobs we've filled:

- Construction
- Drafter/Designer
- Engineering Support
- Fabricator
- HVAC Technician
- IT Systems Developer
- Machine Mechanic
- Machine Operator
- Medical Assistant
- Office Manager/Bookkeeper
- Pharmacy Technician
- Project Manager
- Quality Control
- Welder
- Computer Technician
- Web/Graphic Designer
- Web Developer

*We moved our manufacturing company from Rhode Island to New Hampshire. We inquired about the OJT program and it fit our needs. In fact, if it wasn't for the program we never would have been up and running as fast as were. The OJT program provided us with the quality people we asked for and we plan on using the program again as we are growing.*

*- Paul Roidoulis, President, Liquid Blue*

### **DON'T SEE YOUR JOB HERE?**

NH Works OJT can place trainees at almost ANY company!

The NH Works On-the-Job Training Programs are funded by the US Department of Labor Employment and Training Administration.

**NH Works On-the-Job Training (OJT)** is a federal program made possible by the Workforce Innovation and Opportunity Act (WIOA). Through OJT, a customized training plan is put in place. By allowing companies to train workers on the job, employee retention improves and skill gaps are filled.

**An OJT Job Placement Specialist (JPS)** is ready now to help place OJT qualified candidates in full-time positions within your company.



# EMPLOYERS:

**Find workers with the right stuff.**

**We find the right candidates  
You select, hire & train**

**50%** wage reimbursement for  
On-the-Job Training

Visit: [NHWorks.org](http://NHWorks.org)  
Call: 603.647.5480

**nhworks**  
WE'LL HELP YOU FIND YOUR FUTURE

A proud partner of the American Job Center network



Southern New Hampshire Services and the other five New Hampshire Community Action Agencies are key partners in delivering statewide employment and training services.





# FINDING SKILLED WORKERS CAN BE A CHALLENGE.

## OJT MAKES IT EASIER.

### NH Works On-the-Job Training (OJT) makes hiring easier and more affordable. How?

#### Our services are free.

OJT exists as a FREE business service to you, provided through the Workforce Innovation and Opportunity Act (WIOA). This includes a free screening, assessment, and applicant referral.

#### You call the shots.

You decide who to hire. You determine job performance standards. We do require that prospective employees be at least 18 years old and unemployed New Hampshire residents.

#### Customized training, your way.

You'll connect with the **OJT Job Placement Specialist (JPS)** to identify your ideal training guidelines and schedule. Once hired, trainees receive employer-provided training. By allowing companies to train workers on the job, employee retention improves and skill gaps are filled.

#### Simple process, minimal paperwork.

Paperwork is minimal and your JPS will assist with the appropriate forms. In addition, our fiscal staff is available to assist you with any questions.

#### We pay up to half the training cost.

OJT directly reimburses your company for up to 50% of the trainee's gross pay over the duration of the training period. The wage reimbursement is provided for an agreed-upon training period in exchange for the provision of training and the commitment to retain the individual when the training is successfully completed. We provide you with all invoices and evaluations to submit at the end of the month with payroll records for the month.

#### All skill levels are considered.

OJT's goal is to help place individuals in long-term, full-time jobs. As a result, we do our best to find employees that are the right fit for your company, regardless of skill level.

#### Ongoing support.

Staff are always available to field your questions. After placement has been completed, your JPS and our staff are still just a phone call away. In addition, our staff will maintain monthly contact with the trainee to monitor progress.

## CONTACT US



## THE OJT PROCESS



### CONNECT

Employer connects with an OJT JPS



### SELECT

JPS provides worker options to employer



### SCREEN & HIRE

Employer conducts interviews with applicants and hires trainees



### CUSTOMIZE

Customized training program jointly developed, training takes place



### "YOU'RE HIRED!"

Employee completes training and is job ready

The Partners of NH Works are Equal Opportunity Employers and comply with the Americans with Disabilities Act. Auxiliary aids and services are available upon request.

## OJT Contract and Training Plan

<b>Company:</b>		<b>Contract Number:</b>	<b>Funding Source:</b> Adult <input type="checkbox"/> DW <input type="checkbox"/> DWG <input type="checkbox"/> TAA <input type="checkbox"/>	<b>Contract Type:</b> Standard OJT <input type="checkbox"/> Upgrade OJT* <input type="checkbox"/> <b>*Upgrade OJT's are used as Incumbent Worker Training.</b>	
<b>Business Liaison:</b>		<b>Staffing Specialist:</b>			
<b>Company Address / Phone</b>		<b>Company Point of Contact: Name, Email and Phone</b>			
This Agreement is developed between <b>Workforce Development Board</b> and the above-named Company to provide on-the-job training services as defined within this contract.					
<b>1. Occupation And ONET Code:</b>					
Starting Wage:	Training Hours: (not to exceed)	Total Amount (wage x training hours)	Total Contract Funding Allocation	Ending Wage	Wage Type/ Pay Period Salary /Hourly weekly/ bi-weekly/ semi-monthly
\$		\$	\$	\$	
<b>2. Trainee Name:</b>			<b>Available Start Date:</b>		
Contact Information: Phone/Email					
<p><b>3.</b> The parties hereto agree that each of them may execute this Agreement on different dates, but hereby acknowledge that this Agreement shall begin on <b>[date]</b> and remain in full force and effect until its expiration on <b>[date]</b>. This Agreement may be modified at any time upon written mutual agreement of the parties and may be terminated at will and without cause by either of the parties via written notice to the other party in the event that the defined terms of this agreement are not met. If the expiration date falls after <b>[date]</b>, payment of allocated funds to the Company after that date shall be contingent upon the availability of funds in the new fiscal year and Company submitting an invoice and supporting documentation to <b>Workforce Development Board</b> within 30 days of the expiration of this Agreement.</p>					
			Public agency		
			Private For-Profit		
			Private Non-Profit		



## OJT Contract and Training Plan

4. The Company agrees:
  - A. That trainees are engaged at the inception of the Agreement as paid members of the Company regular work force, and that all trainees covered by this contract will be retained as permanent, not temporary, members of the Company regular work force at the conclusion of the Agreement, providing that the trainee has meet all common and documented Company standards.
  - B. To provide training to individuals covered by this contract to attain acceptable skills and abilities to function in the occupation(s) as they exist in the Company establishment and as displayed on the attached On-The-Job Training Application and Proposal. **Training shall not commence prior to the contract start date.**
  - C. To ensure workers compensation or comparable coverage is provided at the inception of this Agreement and the Fair Labor Standards Act and the Occupational Safety and Health Act are abided by during the term of this Agreement.
  - D. To not discriminate against any trainee because of race, color, religion, sex, age, handicap, marital status, military veteran status, political affiliation, or national origin.
  - E. To ensure that no trainee will be involved in any sectarian or political activities including lobbying, legislative, or union-organizing activities or the construction, operation or maintenance of a facility that is used for these activities during the term of this Agreement.
  - F. To fully cooperate with all monitoring and compliance audits that are applicable to the Terms and Conditions of this Agreement
  - G. To ensure wages are paid upon entry into the program; all fringe benefits are provided in accordance with state and federal labor laws and regulations; and that attendance and payroll records for all trainees are maintained for a minimum period of 5 fiscal years beyond the expiration of this Agreement after all applicable audits have been released.
  - H. To adhere to all state and federal workplace safety and health standards in accordance with customary, reasonable, and prudent industry standards of care
  - I. To submit an invoice for payment **(Insert timing – i.e. Monthly for TAA / End of Contract)** showing actual claims for funds with documentation substantiating all claims and proof of payment to the trainee/s.
5. In the event that a Modification is attached and made a part hereof and incorporated into this Agreement by specific reference the applicable provisions, requirements, and guidelines contained herein shall be binding on the parties of this Agreement.
6. **Workforce Development Board** agrees:
  - A. To determine eligibility of and refer targeted trainees to the Company.
  - B. To provide funding of training costs at the rate as defined herein for a specified period, as supported by Company invoices and documentation at the completion of all terms and conditions within this contract.
  - C. To assist the Company in resolving employment related problems pertaining to trainees covered by this Agreement.
7. Total Payments to the Company under this Agreement shall not exceed the total contract funding allocation amount listed in Part I and will be paid to the Company only upon Company certification that the trainee has completed the training represented on each invoice as outlined in the Training Plan on the attached application, and submittal of documentation acceptable to **Workforce Development Board**. Invoices must be received by **Workforce Development Board** within 30 days of the expiration date stated in Part III of this Agreement or 30 days from trainee's termination/resignation date. **Workforce Development Board** may not honor any request submitted after the aforesaid time period. Any training not completed by trainee for the specified period and/or not certified, documented, and invoiced by the Company within the aforesaid time period will result in Company forfeiture of any remaining funds, forfeiture of all rights to payment and any and all claims under this Agreement.
8. Dispute Resolution: Each party shall provide written notice to the other party of any dispute regarding this Agreement or the services it is intended to provide. The parties shall first attempt to resolve their dispute informally between themselves. If the parties are unable to resolve the dispute, the matter shall then be determined by the **Workforce Development Board** Executive Committee of the Board of Directors whose decision shall be final.

**9. Certifications by Company:**

By affixing a signature below, Company certifies the following:

- A. That with respect to individuals employed through this Agreement that the Company/supervising entities will not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, any person who is a relative of the Company/supervising entity. "Company/supervising entity" means the Company or employee of the Company or supervising entity in whom is invested the authority to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in the Company/supervising entity's business entity. "Relative" means an individual who is related to the Company/supervising entity such as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.
- B. That no currently employed worker has been displaced by any trainee hired under this Agreement, including partial displacement such as a reduction in hours of non-overtime work, wages, or employment benefits. Further, no trainee hired under this Agreement has been employed to fill a job opening of (a) any other individual on layoff from the same or any substantially equivalent job or (b) due to the Company termination of employment of any regular employee to otherwise reduce its work force with the intention of filling the vacancy so created by utilizing a trainee hired under this Agreement. Additionally, no trainee hired under this Agreement is presently on a layoff status subject to recall by the Company or other similar status with the Company.
- C. That the information provided herein and attached to this Agreement is true and accurate and any false information or intended omissions may subject the signing party to civil or criminal penalties for filing of false public records and/or forfeiture of any training award approved through this program
- D. That with respect to individuals employed through this Agreement that the Company/supervising entities will comply with E.O. 11246, "Equal Employment Opportunity," as amended, and supplemented by regulations at [41 CFR part 60](#).

**10.** Nothing in this Agreement is intended to alter and/or affect a trainee's at-will employment status with the Company.

**11.** Acceptance of this Agreement or any modification of this Agreement may be made by facsimile or electronic transmission. Receipt of the facsimile or electronic transmission shall for the purposes of this Agreement be deemed to be an original, including signatures.

**12.** The following individuals agree to the terms of this Agreement and hereby attest that they are duly authorized representatives and have financial authority to commit to this agreement.

Company: \_\_\_\_\_

**Workforce Development Board**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Signature)

(Date)

(Date)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

OJT Contract and Training Plan

Office Use Only

Business Size (Circle one)	< 50 employees	51-250 employees	> 250 employees
Training Plan Is Complete (skill requirements listed; skill gaps noted)	Yes	No	In Progress
Instructor has subject knowledge, ability to teach such knowledge, maintains good work habits that reflect the employer's standards, agrees to provide progress reports, and has the time away from regular duties to carry out the teaching for the participant to be successful	Yes	No	Unsure
Outside Training Provider will provide progress reports to employer and WDB representative	Yes	No	Not Applicable
Business has not exhibited a pattern of failing to provide OJT participants with continued employment	Yes	No	Unsure
Business verifies WIOA funds <b>will not be used</b> to relocate operations in whole or in part	Yes	No	
Business has operated at its current location for at least 120 days	Yes	No	
Business is not utilizing OJT participants to fill job openings as a result of a labor dispute	Yes	No	
OJT funds will not be used to directly or indirectly assist, promote, or deter union organizing	Yes	No	
The OJT will not result in the full or partial displacement of employed workers	Yes	No	

OJT Contract and Training Plan

<b>Candidate Name:</b>	<b>Trainee Job Title:</b>
<b>Trainer Name/Title:</b>	<b>Phone Number/email:</b>
<b>Supervisor Name/Title:</b>	<b>Phone Number/email:</b>
<b>Location(s) of Training:</b>	

**Directions for Training Plan:**

In the below section please list the Training Areas where a candidate would need on-the job training (OJT). If a candidate has **NOT** been identified, enter in the **“Maximum number of hours needed to be proficient”** column the number of training hours needed based off the training area listed. When a candidate has been identified for the OJT position, please rate in the **“Skills Rating”** section where the candidate’s current skill level falls based on the training area identified. Next, enter and adjust the hours of required training based on the OJT candidate’s current skill sets in the **“Training hours specific to the identified candidate”** column.

\* If a candidate has been pre-identified you do not need to enter hours into the Maximum number of hours column, only enter the training hours in Training hours specific to identified OJT candidate column. \*

<b>Training Areas:</b>	<b>Skills Rating for OJT participant: 1= Basic 2= Intermediate 3= Experienced</b>	<b>Max #of hours needed to be proficient (Fill out ONLY if no candidate has been identified):</b>	<b>Training hours specific to identified OJT candidate:</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

OJT Contract and Training Plan

<b>Training Areas:</b>	<b>Skills Rating for OJT participant:</b> <b>1= Basic</b> <b>2= Intermediate</b> <b>3= Experienced</b>	<b>Max #of hours needed to be proficient (Fill out ONLY if no candidate has been identified):</b>	<b>Training hours specific to identified OJT candidate:</b>
10.			
<b>Notes:</b>		<b>Total Hours:</b>	

## OJT Contract and Training Plan

Employer Justification: Why is this training needed? What supplies or tools are needed for training? (Attach document if additional space is needed)

**\*TO BE SIGNED BY OJT PARTICIPANT IN ACKNOWLEDGEMENT OF THEIR TRAINING PLAN\***

OJT Participant: \_\_\_\_\_

Company Name: \_\_\_\_\_

Total Training Hours: \_\_\_\_\_

<b>Training Areas:</b>	<b>Training Hours:</b>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

The above training plan has been developed on my behalf for the purpose of on-the job training with said company. I am aware that I will be trained in the above disciplines for the amount of time specified. I or my training provider will notify **Workforce Board** if there are any issues with the above training or current employment.

Employee Signature: \_\_\_\_\_

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



OJT Contract and Training Plan

\*TO BE COMPLETED AND SUBMITTED BY EMPLOYER WITH EACH INVOICE \*

Workforce Board OJT Evaluation

Company:

OJT Participant:

Total Training Hours:

OJT Start Date:

Training Areas:	Training Hours:	Status:	Comment(s):
1.		<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Training has not started	
2.		<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Training has not started	
3.		<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Training has not started	
4.		<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Training has not started	
5.		<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Training has not started	
6.		<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Training has not started	
7.		<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Training has not started	
8.		<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Training has not started	
9.		<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Training has not started	
10.		<input type="checkbox"/> Completed <input type="checkbox"/> In Progress <input type="checkbox"/> Training has not started	

The above training plan has been developed on behalf of the OJT participant for the purpose of on-the-job training with said company. This form acknowledges that the above training is in progress, completed or has not started. I or my training provider will notify the Workforce Board if there are any issues with the above training plan or current employment.

Employee Signature: \_\_\_\_\_

Date:

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

Date:

## Definitions and Terms

## 1. Definitions:

- a. **On-The-Job Training (OJT)** is training by a Company that is provided to a paid trainee while engaged in productive work in a job that—(A) provides knowledge or skills essential to the full and adequate performance of the job; (B) provides funds to the Company at a negotiated percent of the wage rate of the Trainee, for the costs of providing the training and additional supervision related to the training; and (C) is limited in duration as appropriate to the occupation for which the trainee is being trained, taking into account the content of the training, the prior work experience of the trainee, and the service strategy of the trainee, as appropriate.

The OJT must be a permanent, not temporary, job of at least of 30 hours per week of employment that pays no less than the current hourly minimum wage rate in accordance with State laws and regulations. Company paid health care benefits after 90 days may substitute for \$.50 per hour. Trainees must be paid no less than (insert time period, e.g. weekly, monthly). Exceptions may only be made by **Workforce Development Board** based on significant trainee barriers that impact productivity.

- b. **Job Description** – A job description from the employer can be used to determine the training plan components.
- c. **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 (e.g. type of tools or software used).
- d. **Training Length** - The OJT Provider, working with the employer, determines the job title for the position to be trained for, referencing O\*NET OnLine ([www.onetonline.org](http://www.onetonline.org)). From O\*NET OnLine, Job Zone/SVP parameters are obtained. Use these parameters as a beginning guide to determine the length of training. The OJT Provider considers the participant’s past work experience, knowledge, and skills gap to assist in determining the length of training. **An OJT contract must be limited to the period of time required for a participant to become proficient in the occupation for which the training is being provided.** In determining the appropriate length of the contract, consideration should be given to the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual employment plan. (WIOA sec. 3 (44)(C).
- e. **Training Plan Modification** - It may be necessary to deviate from the training schedule, depending on the participant’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 participant or the employer, provide modifications in writing in order to develop a training plan modification.

2. Terms:

- a. Compensation of individuals employed via on-the-job training shall be at the same rates, including periodic increases, as trainees or employees who are similarly situated in similar occupations by the same Company and who have similar training, experience, and skills, and such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) or the applicable State or local minimum wage law.
- b. Employment conditions--Individuals in on-the-job training shall be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work for the Company.
- c. No contracts shall be entered into with a Company who has received payments under previous contracts and has exhibited a pattern of failing to provide on-the-job training trainees with continued long-term employment as regular, not temporary, employees with wages and employment benefits (including health benefits) and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work for the Company.
- d. No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce investment activity under this Agreement.

3. By signing this Agreement the Company certifies that they will post all of their current and future job openings with the no cost recruiting services of **Workforce Development Board.**



**Attachment 5: On-the-Job Training (OJT) Job Seeker Letter Example**

To Whom It May Concern:

Date:

CareerSource Brevard facilitates and is the catalyst for workforce development services that are responsive to the employment needs of Brevard County. CareerSource Brevard offers a training reimbursement grant to employers who hire eligible job seekers requiring training when entering a new position. Employers may recoup up to 50 percent of training wages for an established training period through the on-the-job training (OJT) incentive offered through this grant. **Name of participant** is potentially eligible for employer-based training, where **the employer can be reimbursed up to 50 percent of their training wages**. This letter is **valid for 90 days**, so please act now if you are considering this candidate for employment and would like more information about the program.

If you are considering **name of participant** for employment, please contact Business Liaison Supervisor **name of Business Services Team Supervisor**, for CareerSource Brevard. The OJT process and how your company can benefit from available job training dollars will be explained. To qualify for the training reimbursement, it is important that you contact me **prior** to offering employment to **name of participant** to ensure that the proper documents are completed **before** the employee begins work. Please contact me for more information regarding the OJT program and how it can benefit employers in Brevard County.

Sincerely,

**Name**

Business Liaison Supervisor

**Phone**

**Email**

## ON-THE-JOB (OJT) TRAINING INVOICE

<b>OJT Trainee Name</b>	<b>OJT Agreement #</b>
<b>Service Provider Name</b>	<b>Employer (Company) Name</b>
<b>Address</b>	<b>Address</b>
<b>City, State, Zip</b>	<b>City, State, Zip</b>
<b>Phone/Fax Number</b>	<b>Phone/Fax Number</b>

Request for payment at:      Monthly              Midpoint              Completion              End of fiscal year

<b>For invoice at completion only:</b>	OJT trainee completed OJT
*Discontinuance: OJT trainee did not complete OJT	Discontinuation date:

\*The American Job Center (AJC) Business Services Representative (BSR) must update the activity code and include the reason for the discontinuance in a case note.

This invoice is to request a training reimbursement amount of \_\_\_\_\_ for the period of \_\_\_\_\_ to \_\_\_\_\_.

Number of hours worked to date: \_\_\_\_\_              Employer reimbursement: \_\_\_\_\_  
Hourly wage: \_\_\_\_\_              Employer match amount: \_\_\_\_\_  
Reimbursement percentage: \_\_\_\_\_

- The following mandatory documents have been verified and attached:
1. Payroll records; and
  2. Clarification of hours

This is to certify that the above named OJT trainee has completed and has been paid for straight-time work/training (excluding vacations, holidays, sick leave, personal leave, union dues, jury duty, commissions, bonuses, or special compensation for work in excess of the maximum hours per week authorized by law) as indicated by the attached copy of the pay stubs or payroll record.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
Authorized Employer Representative Name	Signature                              Date

I hereby certify that I have worked the hours indicated above and that the attached documents are true and correct.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/>
OJT Trainee Name	Signature                              Date



## Attachment 7 On-The-Job Training (OJT) Invoice

(1) Employer name:

Employer address:

(2) End date of invoice period:

(3) Contract number:

(4) Invoice number:

### General

(5) Participant's name:

(6) OJT start date:

(7) **Total authorized hours:**

### Hours this period

(8) Work training hours:

(9) Overtime:  
(may not be reimbursable)

(10) Holiday, sick leave, vacation:  
(not reimbursable)

(11) **Total monthly hours:**  
(11=8+9+10)

(12) Allowable hours for invoice:

(12b) OJT wage rate:

(13) OJT reimbursement rate:

(14) **Total due:**  
(14=12x12bx13)

(15) I hereby request reimbursement for the training activity outlined above in accordance with the OJT contract.

\_\_\_\_\_  
Employer's authorized signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(16) Amounts claimed on this invoice constitute authorized payments in accordance with the terms of this contract.

\_\_\_\_\_  
Agency's authorized signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(17) Required invoice attachments:

Timesheet

Pay stub

Progress reports **or**

Final training evaluation

Other: \_\_\_\_\_

(18) Total contract authority:

(19) Previous invoice amounts total:

(20) Amount claimed invoice:

(21) Remaining contract balance:

(21=18-19+20)

## On-the-Job Training (OJT) Local Monitoring Report

### OJT Information

Employer:

Employer FEIN:

OJT site address:

City:

State:

ZIP:

OJT trainer/supervisor:

Title:

Trainer/supervisor phone:

Email:

OJT trainee:

OJT reviewer:

OJT contact:

OJT contract dates: From

to

Date of review:

### Monitoring Summary

Supervisor interview:

Complete

Notes:

Trainee interview:

Complete

Notes:

Reviewer report and observations:

Complete

Notes:

Technical assistance provided:

Yes

No

Notes:

Corrective action required:

Yes

No

Notes:

## Trainee's Interview Sheet

### 1. OJT Training Plan

- |   |     |    |
|---|-----|----|
| a. Do you have a copy of your OJT Training Plan?                              | Yes | No |
| b. Does it match the job you are doing?                                       | Yes | No |
| c. Are you receiving the type of training specified in the OJT Training Plan? | Yes | No |

Comment(s):

### 2. Supervision

- |   |     |    |
|---|-----|----|
| a. Who is training you (i.e., your supervisor, co-worker, specialized trainer)?       |     |    |
| b. Who assigns your work?   |     |    |
| c. How much time does your trainer/supervisor spend with you during the day?          |     |    |
| d. Does your trainer/supervisor explain your assignments and give you help if needed? | Yes | No |
| e. Does your trainer/supervisor review your job performance with you?                 | Yes | No |
| f. Does your trainer/supervisor review the monthly progress reports with you?         | Yes | No |

Comment(s):

### 3. Time and Attendance

- |  |     |    |
|--|-----|----|
| a. How many hours per week are you working?                        |     |    |
| b. How much are you paid?  |     |    |
| c. How are your work hours tracked (e.g., sign-in, punch a clock)? |     |    |
| d. Are you paid regularly and in a timely fashion?                 | Yes | No |

Comment(s):

### 4. General

- |   |     |    |
|---|-----|----|
| a. Do you believe the training site is easily accessible, safe, and friendly? | Yes | No |
| b. Do you have any problems with your job?                                    | Yes | No |
| c. Are you getting along with your co-workers and trainer/supervisor?         | Yes | No |
| d. Is there anything particular you like or dislike about your job?           | Yes | No |

Comment:

- |  |     |    |
|--|-----|----|
| e. Is there anything else you would like to share with me about your OJT experience? | Yes | No |
|--|-----|----|

Comment:

Comment(s):

## Supervisor's Interview Sheet

Supervisor interviewed:

Supervisor job title:

Interview date:

Interview location:

### 1. OJT Training Plan

- |   |     |    |
|---|-----|----|
| a. Do you have a copy of the OJT contract?                              | Yes | No |
| b. Do you review the trainee's progress report with the trainee?        | Yes | No |
| c. Do the trainee's work assignments comply with the OJT Training Plan? | Yes | No |
| d. Is the Training Plan being followed?                                 | Yes | No |
| e. How is the trainee's safety and well-being ensured?                  |     |    |
| Explain:  |     |    |

Comment(s):

### 2. Time Records

- How are the trainee's work hours tracked? (Person monitoring should review current time card/sheets.)  
Explain:
- How would you describe the trainee's attendance and punctuality?  
Describe:
- What is the trainee's hourly rate of pay?

Comment(s):

### 3. General

- |   |     |    |
|---|-----|----|
| a. Is the trainee performing his/her work assignments satisfactorily? | Yes | No |
| b. Do you have any concerns about the trainee?                        | Yes | No |
| c. Do you have any concerns about the OJT contract?                   | Yes | No |
| d. In general, are you satisfied with the OJT contract?               | Yes | No |

Comment(s):

## Reviewer Report and Observations

### 1. Perception of Plant/Facility

- |   |     |    |
|---|-----|----|
| a. Were all equipment, materials, etc. found in working order and in sufficient quality?  | Yes | No |
| b. Were they up to date?  | Yes | No |
| c. In your opinion, is the work/training site unsanitary, hazardous, or dangerous to the trainee's health or safety?            | Yes | No |
| d. Is there sufficient space for training activities?   | Yes | No |
| e. Are there any other health/safety issues?  | Yes | No |
| f. If applicable, has appropriate accommodation been made for an OJT trainee covered under the Americans with Disabilities Act? | Yes | No |

Comment(s):

### 2. Training Content

- |   |     |    |
|---|-----|----|
| a. Is the schedule being followed according to the contract?  | Yes | No |
| b. If not, do the changes conform to the approved Training Plan and the total number of training hours specified in the contract? | Yes | No |
| c. Does the trainee's hourly wage match the OJT contract?<br>If not, explain:   | Yes | No |

Comment(s):

### 3. Attendance

- |   |     |    |
|---|-----|----|
| a. Is there any attendance or punctuality issues?<br>If yes, what methods are being employed to address the issues?<br>Explain: | Yes | No |
|---|-----|----|

Comment(s):

### 4. Teaching Methods

- |   |     |    |
|---|-----|----|
| a. Is the instructional method as described in the Training Plan being implemented?   | Yes | No |
| b. Are the training hours as described in the training plan sufficient for each task? | Yes | No |
| c. Is the agreed-upon method of evaluation being used?                                | Yes | No |
| d. Is skill level being successfully attained?  | Yes | No |
| e. Does the trainer appear motivated and competent?                                   | Yes | No |
| f. Does the trainee appear attentive and interested?                                  | Yes | No |
| g. Is native language of trainee spoken by trainer?                                   | Yes | No |
| h. Is trainee paid in a timely fashion?   | Yes | No |

Comment(s):

Attachment 8

**5. Reports**

- |  |     |    |
|--|-----|----|
| a. Is the employer submitting required monthly progress reports in a timely fashion? | Yes | No |
| b. Is the employer submitting invoices in a timely fashion?                          | Yes | No |
| c. If not, what corrective actions are in place to address this issue?<br>Explain:   |     |    |

Comment(s):

**6. WIOA Regulations Compliance**

- |   |     |    |
|---|-----|----|
| a. Are any WIOA dollars being used for political activities?                                  | Yes | No |
| b. Are any WIOA dollars being used to aid or deter union organizing or collective bargaining? | Yes | No |
| c. Are any WIOA dollars being used to promote any sectarian or religious activities?          | Yes | No |
| d. Are any WIOA trainees being charged any fees for any service?                              | Yes | No |

Comment(s):

**7. Summary**

- |   |     |    |
|---|-----|----|
| Was technical assistance provided or necessary?<br>If yes, explain: | Yes | No |
| Is corrective action required?<br>If yes, explain:                  | Yes | No |

\_\_\_\_\_  
Print/type reviewer name

\_\_\_\_\_  
Reviewer signature

\_\_\_\_\_  
Date



# On-The-Job Training Toolkit

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