

SAN JOAQUIN COUNTY WORKNET EMPLOYMENT AND ECONOMIC DEVELOPMENT EEDD POLICIES AND PROCEDURES DIRECTIVE

DIRECTIVE NO.	EFFECTIVE DATE	APPLICABILITY	PAGE
25-15	January 1, 2026	CMD, GMD, FMD	1 of 10
SUBJECT: ON-THE-JOB TRAINING			

I. PURPOSE

The purpose of this directive is to establish the policies and procedures governing the administration of the On-the-Job Training (OJT) program, applicable to participants served under WIOA, non-WIOA, and locally funded programs. The goal of the OJT program is to help participants achieve sustained, unsubsidized employment by providing opportunities to gain hands-on experience and job-specific skills in real-world work environments. This directive outlines the criteria for selecting suitable employers, determining participant eligibility, and ensuring consistent review and approval of each OJT Agreement (Contract) to support successful employment outcomes and program integrity.

II. GENERAL INFORMATION

On-the-Job Training (OJT) is an allowable activity authorized under the Workforce Innovation and Opportunity Act of 2014 (WIOA). [Section 134\(c\)\(3\)\(D\)\(ii\) of WIOA](#) identifies OJT as an allowable local employment and training activity, while [Section 3\(44\)](#) defines OJT as “training by an employer that is provided to a paid participant while engaged in productive work.” OJT provides participants with the knowledge and skills essential to the full and adequate performance of a job, with training delivered in a real-world work environment.

The goal of the OJT program is to help participants achieve sustained, unsubsidized employment by pairing hands-on training with employer partnerships and by advancing careers rather than merely placing individuals into short-term jobs. In alignment with [TEGL 07-22](#), this OJT activity also supports access to “good jobs” that offer family-sustaining wages, benefits, advancement opportunities, and equitable access for underserved populations.

An OJT activity is applicable to all programs administered by the San Joaquin County Employment and Economic Development Department (EEDD), including both WIOA and non-WIOA-funded programs. It also underscores commitment to employer selection, participant eligibility, and contract review/approval through a framework that promotes job quality, career pathways, and equity.

This PPD supersedes PPD D-21 Rev. 2 On-the-Job Training, dated January 1, 2021.

References

- [Workforce Innovation and Opportunity Act \(WIOA\), Public Law 113-128](#)
- Title 20 Code of Federal Regulations (CFR), Parts [677](#), [680](#), and [683](#)
- [Title 29 CFR, Part 38](#)
- [Affordable Care Act](#)
- [Healthy Workplace Healthy Families Act of 2014](#)
- [TEGL 07-22](#), Increasing Employer and Workforce System Customer Access to Good Jobs
- [WSD24-06](#), Adult Program Priority of Service
- [WSD15-26](#), Subsidized Employment and Employee Benefits

III. POLICY

A. Purpose and Intent

EEDD recognizes OJT as an effective work-based learning strategy under WIOA and other workforce development programs. The primary goal is to help participants acquire the occupational skills and competencies necessary for sustained, unsubsidized employment. OJT bridges the gap between classroom learning and the workplace by offering hands-on experience aligned with each participant's career goals.

B. Key Characteristics

1. Immediate Employment: Participants are hired as employees of the business, receiving the same terms and conditions as comparable workers.
2. Work-Based Learning: Training occurs in a productive environment under direct supervision, fostering job-specific skills and real-world experience.

C. Participant Eligibility

Participants must meet the eligibility requirements established under WIOA Title I ([20 CFR 680.120](#) and [680.700](#)) or other applicable program criteria.

This WIOA Title I-financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. This program is substantially funded by federal funding, for more information go to: www.sjworknet.org/WIOAresources.asp

OJT must be identified as an appropriate activity in the participant's Individual Employment Plan (IEP) or Individual Service Strategy (ISS).

D. Employer Registration and Job Orders

All OJT employers must be registered in CalJOBS to ensure access to the EEDD's pool of prospective employees. Job orders associated with OJT placements and any other services utilizing WIOA resources must be entered in CalJOBS. Participants must have an active CalJOBS account and upload a current résumé prior to referral for OJT services.

E. Employer Referrals

Employers may refer potential OJT candidates to the EEDD for assessment. EEDD staff must:

- Verify that no job offer has been made and that the individual has not already been hired for the OJT position;
- Conduct eligibility verification, evaluation, and an objective assessment; and
- Develop an Individual Employment Plan (IEP) or Individual Service Strategy (ISS) to determine if the OJT position is suitable based on the participant's career goals and skill development needs.

Only after these steps are completed and eligibility is confirmed may the participant be placed into an OJT position with the referring employer.

F. Employer Reimbursement

Employers may receive reimbursement for a portion of the participant's wages to offset extraordinary training costs associated with skill development under OJT. The intent of reimbursement is to promote participant skill development, increased productivity, and long-term employability. Reimbursement applies only to base wages and excludes overtime, bonuses, commissions, or paid leave.

- The standard reimbursement rate is up to 50% of the participant's wage rate.
- Reimbursement may be increased up to 75%, consistent with [20 CFR 680.730](#), only when the participant has documented barriers to employment as defined under WIOA Section 3(24). Any reimbursement rate above 50% requires prior written approval from a Supervisor or Division Manager and must include justification in the participant's case file documenting the identified barrier(s) to employment.

G. Duration and Contract Requirements

Training duration shall be determined in accordance with the U.S. Department of Labor's Specific Vocational Preparation (SVP) level for the occupation (O*NET) and shall not exceed the time necessary for the participant to acquire the requisite skills. OJT contracts must be time-limited and based on:

- Occupational skill requirements;
- The participant's prior experience and identified skill gaps; and
- The specific training plan objectives aligned with the participant's IEP/ISS.

Each OJT contract must, at a minimum, include:

- Job title and description;
- Duration of the training period;
- Wage rate;
- Reimbursement percentage;
- Detailed training plan outlining skill competencies to be achieved; and
- Assurances of compliance with applicable labor laws, equal opportunity (EO) provisions, and workplace safety standards.

Refer to Attachments 1–6 for required contract templates and supporting documentation.

IV. PROCEDURE

A. Employer Targeting and Qualification

The Employment Services Specialist (ESS) identifies and engages local employers to participate in OJT opportunities. Employer eligibility must be verified and documented in CalJOBS prior to contract execution. Before establishing an agreement, the ESS must assess both compliance and job quality factors.

Employer Attributes:

- Offers competitive wages and benefits
- Demonstrates potential for long-term retention
- Maintains equitable, safe, and inclusive workplaces
- Provides pathways to advancement and structured training
- Operates in high-demand or priority sectors
- Maintains compliance with employment laws and EEDD policies

B. Job Quality Standards

An OJT placement qualifies as a “quality job” when it aligns with a high-demand occupation per [California LMID](#) or pays at least \$21 per hour and offers a minimum of 32 hours per week. Exceptions may be approved by a Division Manager when the employer provides substantial benefits (health insurance, paid leave, retirement).

C. Participant Referral Process

Participants may be referred to OJT when they have completed occupational training but remain unemployed, or when a comprehensive assessment and the Individual Employment Plan (IEP) or Individual Service Strategy (ISS) identify OJT as an appropriate activity. Suitability must be based on demonstrated skill gaps that can be effectively addressed through workplace-based training. OJT must not duplicate previous training or experience and should be tailored to the participant’s career pathway and employment goals. The Case Manager is responsible for verifying participant eligibility, documenting the IEP/ISS determination that OJT is appropriate, and coordinating with the ESS to identify employer matches in CalJOBS.

D. Employer Eligibility, Compliance, and Retention Requirements

To qualify for participation in the On-the-Job Training (OJT) program, employers must:

- Meet all applicable program requirements;
- Have no unresolved monitoring findings;
- Comply with all labor laws and EEDD policies;
- Maintain safe, equitable, and lawful workplaces; and
- Provide proof of Workers’ Compensation coverage.

Non-displacement and Layoff Restrictions

To comply with WIOA non-displacement requirements under [20 CFR 683.270](#), employers are not eligible to participate in the OJT program if:

1. Any layoffs occurred within the previous 180 days in the same or substantially equivalent position as the OJT occupation;
2. The OJT position was created as a result of a layoff, reduction in workforce, or reduction in hours or benefits of current employees;
3. The OJT would directly or indirectly replace or impact the wages, hours, or benefits of current employees; or

4. The employer has workers currently in layoff status from the same or substantially equivalent position.

Employers must certify that no displacement has occurred and that the OJT opportunity does not infringe upon existing collective bargaining agreements or seniority rules.

Any exceptions to these requirements must be pre-approved by the program manager and documented in CalJOBS. (See Attachment 7)
The Grants Management Division will review employer performance and compliance on an ongoing basis. Employers found to have unresolved findings, violations of labor laws or EEDD policies, unsafe or inequitable workplace conditions, or missing Workers' Compensation coverage will be notified in writing that they are no longer eligible to participate in the OJT program. The notice will specify the reason(s) for ineligibility and outline any conditions or timelines for potential reinstatement, if applicable.

Retention performance is measured using the WIOA Adult 4th Quarter Employment After Exit indicator. Employers are expected to maintain a retention rate at least equal to San Joaquin County's WIOA Adult 4th Quarter Employment After Exit rate for the current program year. The Grants Management Division uses these results to evaluate employer effectiveness in supporting long-term employment outcomes.

Employers that do not meet established retention standards will be notified in writing by the Grants Management Division. The notification will include the employer's retention results, required corrective actions, and recommendations for improvement. Continued failure to demonstrate progress or compliance may affect eligibility for future OJT agreements. Employers deemed ineligible for failure to meet eligibility, compliance, or retention requirements may request a review of their eligibility status after one full year of ineligibility.

E. Job Order Completion

The ESS completes the Job Order form (Attachment 1) and inspects the training site (in person), logs the order in CalJOBS and CRM, and coordinates with referral staff to match participants. ESS must ensure that all OJT job orders are entered correctly in CalJOBS. ESS maintains ongoing communication with employers for feedback.

F. Development and Amendment of OJT Agreements

The duration of On-the-Job Training (OJT) shall be determined based on the EEDD of Labor's Specific Vocational Preparation (SVP) code and an individualized participant assessment. Each OJT Training Plan must clearly

outline the skills and competencies to be attained, the designated trainers, and the training milestones to be achieved. (See Attachments 2-5)

Reimbursement rates must follow the policy outlined in Section III.F. Any reimbursement rate exceeding 50% requires Division Manager approval and must include written justification documented in the participant's case file. OJT Training Plans and Agreements must be reviewed and approved by the assigned supervisor or Division Manager.

OJT agreements must be amended whenever there are changes to any terms of the original OJT Agreement and/or Training Plan. Examples of changes requiring an amendment include, but are not limited to:

- Extension or modification of start or end dates
- Increase or decrease in total training hours
- Adjustment of total reimbursement or reimbursement rate
- Revision of job title, occupational skills, or competency requirements

All amendments must be completed in writing using the OJT Amendment Form (Attachment 6). The amendment must include a clear explanation and justification for each revision. The completed OJT Amendment Form must be submitted to the assigned supervisor or Division Manager for review, along with a copy of the original OJT Agreement and any supporting documentation. Approved amendments must be recorded in CalJOBS and maintained in the participant's case file to ensure full WIOA documentation and compliance.

Distribution of Agreements:

Upon approval of any OJT Agreement or OJT Amendment, the ESS must ensure that a complete, signed copy of the OJT Agreement and the Training Plan is provided to all three parties involved in the OJT: the participant, the case manager, and the employer.

Copies may be provided electronically or in hard copy, as appropriate. Distribution must occur prior to the participant's start date and must be documented in CalJOBS and in the participant's case file. No participant may begin OJT training until all parties have received their copies of the fully executed documents.

G. Invoicing

Employers must submit invoices and evaluations within 15 calendar days after the end of each month. The invoice must list the actual hours worked by the trainee during the reporting period. Each Monthly Evaluation must include a summary of the participant's progress on the OJT Training Plan, including progress toward required competencies, completion of assigned

training tasks, and any identified barriers or adjustments needed. The employer must provide specific comments regarding the participant's skill development in relation to the Training Plan milestones. The participant and an authorized employer representative must sign the OJT Monthly Invoice prior to submitting the invoice for reimbursement. (See Attachments 8 and 9.) Case Managers review evaluations with participants and address issues jointly with the ESS. The ESS shall verify completion and forward to Fiscal for payment authorization within five business days. Payroll records for each participant must be obtained from the employer for every invoice and a copy must be retained in participant's file.

H. Participant Contact and Progress Review Requirements

The case manager must contact the participant on the first day of work to verify the actual start of training. Ongoing contact must occur at least twice per month to ensure the participant meets workplace expectations and to provide guidance as needed. Progress reviews must be conducted with all OJT participants, upon receipt of each evaluation at a minimum, to determine if additional services are required. These services may include career planning and counseling, support services, additional education or training opportunities, and assistance with any work-related issues that arise. All progress contacts and reviews must be documented in the participant's file in CalJOBS. At the conclusion of the OJT, the case manager must assess the participant's need for post-placement services to support long-term employment retention.

Training Plan Progress Review

All monthly progress reviews must specifically address the participant's advancement toward the skills and competencies outlined in the OJT Training Plan. Case Managers must review each Monthly Evaluation to verify that employer feedback reflects progress, or lack of progress, on required Training Plan elements. Any discrepancies, concerns, or unmet Training Plan milestones must be discussed with the participant and employer and documented in CalJOBS.

The ESS must contact employers to verify OJT participants are retained for at least six months after the completion of the OJT contract. This contact must be clearly documented in the participant's file.

I. Compliance and Monitoring

The Grants Management Division will periodically monitor all OJT Agreements to ensure compliance with program and fiscal requirements. Monitoring activities will verify that employer payroll and attendance records support the validity and propriety of reimbursement claims, and that training is being delivered in accordance with the approved Training Plan.

Monitoring visits serve to support the employer, participant, and the integrity of the program. The Employment Services Specialist (ESS) is responsible for informing both employers and participants of upcoming monitoring visits and facilitating interviews with the participant and the supervisor responsible for training.

If any findings are identified during monitoring, the employer must take corrective action. Employers required to implement a corrective action plan must submit documentation of resolution within 30 days of notification. Continued noncompliance may result in contract termination and ineligibility for future OJT participation.

In addition to annual monitoring, OJT contracts exceeding 90 calendar days must include at least one formal midpoint review conducted jointly by the Case Manager and the ESS. This review must assess training progress, participant satisfaction, and alignment with the Training Plan. Any issues identified must be documented and addressed through an action plan, with updates recorded in CalJOBS. All monitoring documentation must be maintained in accordance with the EEDD Data Validation Policy and WIOA record retention requirements under [20 CFR 683.215](#).

Monitoring will include verification of compliance with all applicable federal, state, and local regulations and policies. All OJT-related services, materials, and activities must be provided in an accessible manner, including appropriate accommodations for individuals with disabilities and meaningful access for individuals with limited English proficiency (LEP), as required by [WIOA Section 188](#), [29 CFR Part 38](#), and relevant state and local policies. EEDD must ensure effective communication and program accessibility and must document any reasonable accommodations in CalJOBS or the participant's case file.

J. CalJOBS Documentation Requirements

The OJT case file shall include all documentation required to ensure compliance with program and data validation standards. Required records shall consist of a signed OJT Training Agreement and Training Plan, participant timesheets and wage documentation (Attachment 7), and completed Monthly Evaluations (Attachment 8). Case notes shall be entered at least twice monthly and shall summarize participant progress, training outcomes, and employer feedback. The case file shall also include any approved exceptions or waivers, as well as all documentation required under the EEDD Data Validation Policy. The ESS must enter the OJT activity code start date accurately, and once the participant completes or drops from the training, the ESS must close the activity using the actual date the services were completed or stopped. A corresponding reason for

completion or drop must also be selected, and a case note must be entered, noting the completion status and end date.

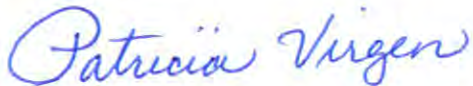
V. QUESTIONS REGARDING THIS DIRECTIVE

May be referred to the Executive Director EEDD via Managers or designee.

VI. UPDATE RESPONSIBILITY

The Executive Director of EEDD and/or designee will be responsible for updating this directive, as appropriate.

VII. APPROVED



PATRICIA VIRGEN
EXECUTIVE DIRECTOR

PV:jp

- Attachment 1: Job Order Form
- Attachment 2: OJT Contract Checklist
- Attachment 3: On-the-Job Training Agreement
- Attachment 4: OJT – Objectivity
- Attachment 5: Notice to Employee
- Attachment 6: OJT Amendment Form
- Attachment 7: OJT Client Review Form
- Attachment 8: OJT Labor Standards and Workers' Compensation
Coverage Requirements
- Attachment 9: OJT Monthly Invoice
- Attachment 10: Trainee Performance Evaluation

Job Order Form

Employer Profile

Company Name:

Primary Location Address:

Will company want to access site?

☐

YES

☐

NO

User Name (no spaces, 8 letters/numbers):

Password (default = Password1@):

Security Question (default - mother's maiden name):

Answer to question:

Employer UI tax Id #:

Primary Contact:

Title:

Primary Contact Phone Number:

Primary Contact Text Message Phone Number:

Primary Contact Fax Phone Number:

Primary Contact Email Address:

Preferred method in which to receive notifications (email, fax, text):

Mailing Address, if different from Primary Location Address:

Company Web Site:

Link for Job Applicants:

Benefits offered:

☐

Benefits Not Specific

☐

No Benefits

☐

Benefits provided below:

Check all that apply:

☐

Medical

☐

Dental

☐

Vision

☐

Vacation

☐

Sick Leave

☐

Job Share

☐

401K

☐

Retirement/Pension

☐

Meals

☐

Life Insurance

☐

Holidays

☐

Uniform Allowance

☐

Child Care

☐

Stock Options

☐

Flex-Time

☐

Relocation Assistance

☐

Profit Sharing

☐

Paid Time off

☐

Company Vehicle

☐

Expense Account

☐

Tuition Assistance

☐

Other

Industry Title:

Number of employees:

Type of Employer:

☐ Private Sector

☐ State Government

☐ Local Government

☐ Federal Government

☐ Non-Profit

☐ Education (K-12)

☐ Education (Higher)

☐ International/Foreign Government

Is Company a Federal Contractor?

☐ Yes

☐ No

Is Company ADA Compliant?

☐ Yes

☐ No

Is Company a Union Shop?

☐ Yes

☐ No

If Yes, what is the Apprentice Registration #

Company Profile:

(Profile of Company for job seekers to view including a summary of your major products and service)

Job Order Information

Job Title:

Job Occupation (O*NET):

of open Positions:

Job Order Close Date:

Type of Job: ☐ Regular

☐ Seasonal/Temporary

☐ Full Time

☐ Part Time

Wage (Minimum):

Wage (Maximum):

Work Hours (# of hours per week):

Shift:

Location of Job:

Accessible by public transportation?

☐ Yes

☐ No

Minimum Qualifications:

Education Level:

of years' experience:

Driver's License Required:

☐ Yes

If Yes, what class License?

☐ No

Age Requirement:

☐ Yes

If Yes, what age and reason?

☐ No

Additional Hiring requirements?

☐ Background Check

☐ Credit Check

☐ Drug Screen

☐ Reference Check

☐ Practical Exam

☐ Other

Special Licenses, Hardware and/or Software knowledge/skills:

Job Description:

Is this a Green Job:

☐ Yes

☐ No

Does a court ordered affirmative action plan require posting this job order?

☐ Yes

☐ No

Does Company Provide a Written Affirmative Action Plan?

☐ Yes

☐ No

Is this job for an Enterprise Zone?

☐ Yes

☐ No

How shall applicants apply and/or be referred:

Directly to employer/company?

☐ Fax

☐ E-mail

☐ Apply in person

Have WorkNet staff screen applicants and refer qualified applicants to employer via:

☐ Fax

☐ E-mail

Do you want Company information displayed to Job Seekers?

☐ Yes

☐ No

Employer Federal Tax Id # (needed for OJT Contracts):

Worker's Comp Company Name (needed for OJT Contracts):

WC Policy # (needed for OJT Contracts):

Expiration Date:

WIOA OJT CONTRACT CHECKLIST

REVIEW FOR COMPLETION & ACCURACY:

	<u>Rep./Sup.</u>	<u>Sup./Mgr.</u>
Trainee's name & SS#, same as Cert.	<input type="checkbox"/>	<input type="checkbox"/>
Total Contract Allocation=trng. hrs. x wage x %	<input type="checkbox"/>	<input type="checkbox"/>
Training Plan – effective, complete, task oriented, and reasonable (Using appropriate ONET Code)	<input type="checkbox"/>	<input type="checkbox"/>
Training Hrs., on training plan - totaled correctly & agree with total training hours on face sheet	<input type="checkbox"/>	<input type="checkbox"/>
Employer Information Complete, pg. 4	<input type="checkbox"/>	<input type="checkbox"/>
Identify Grant/Adult or DW	<input type="checkbox"/>	<input type="checkbox"/>
OJT activity date same as start date of contract (Verify upon enrollment)	<input type="checkbox"/>	<input type="checkbox"/>
Union Concurrence Letter (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
Referred through CalJOBS Job Order	<input type="checkbox"/>	<input type="checkbox"/>
CalJOBS Job Order # _____	<input type="checkbox"/>	<input type="checkbox"/>

ATTACH THE FOLLOWING:

Worker's Compensation verified & current (copy attached) (Flag/Tickler file if expires PRIOR to contract end)	<input type="checkbox"/>	<input type="checkbox"/>
Notice to Employee Form <i>Labor Code section 2810.5</i> (attached)	<input type="checkbox"/>	<input type="checkbox"/>
OJT Objectivity Form (attached)	<input type="checkbox"/>	<input type="checkbox"/>
Current Case Notes (attached)	<input type="checkbox"/>	<input type="checkbox"/>
Current Generic Application/Resume (attached)	<input type="checkbox"/>	<input type="checkbox"/>
OJT Client Review Form(attached)	<input type="checkbox"/>	<input type="checkbox"/>

PROVIDED TO FISCAL:

W-9	<input type="checkbox"/>	<input type="checkbox"/>
Face sheet of Contract	<input type="checkbox"/>	<input type="checkbox"/>
Pre-encumbrance	<input type="checkbox"/>	<input type="checkbox"/>
Current CalJOBS Client History	<input type="checkbox"/>	<input type="checkbox"/>

ESS Rep./Supervisor Signature _____ Date _____

Supervisor/Manager Signature _____ Date _____

Employer Name _____ Contract Number _____

SAN JOAQUIN COUNTY (SJC)
EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT (EEDD)
COMMUNITY CORRECTIONS PARTNERSHIP / PRISON TO EMPLOYMENT
ON-THE-JOB (OJT) TRAINING AGREEMENT

_____ (Trainee Name)	<i>Last 4 of SSN Only</i> _____ (SSN)
-------------------------	---

CONTRACT ID NUMBER:
MODIFICATION:
GRANT:

SJC EEDD
6221 WEST LANE, SUITE 105
STOCKTON, CA 95210

EFFECTIVE DATES
START DATE:
TO ESTIMATED DATE:

EMPLOYER:

PHONE:

TOTAL TRAINING HOURS:
TOTAL WAGE REIMBURSEMENT:
ADDITIONAL TRAINING COST:
TOTAL CONTRACT ALLOCATION:

STANDARD WORK WEEK HOURS:
OCCUPATION:
JOB CODE:
LOCATION CODE:

SCHEDULE RATE OF TRAINEE PAY:

Period		Hourly Wage	Reimbursement Rate
First	Training Hours		%
Second	Training Hours		%
Third	Training Hours		%
Fourth	Training Hours		%

EMPLOYER:

RECOMMENDED APPROVAL:

**EMPLOYMENT AND ECONOMIC
DEVELOPMENT DEPARTMENT**

By: _____
Signature Date

Print Name and Title

By: _____
Center Supervisor Date

Developed and Recommended by:

Employment Services Staff

By: _____
Executive Director or designee Date

Signature Date

PARTIES AGREE THAT:

1. All activities to be conducted under this Agreement shall be governed by the Workforce Innovation and Opportunity Act (WIOA) of 2014, California Assembly Bill 109 (AB 109), or Prison to Employment (P2E) Initiative , any applicable regulations, including amendments or revisions, the conditions under the EEDD Job Training Plan, and the terms of the agreement.
2. The job description is as follows:

JOB DESCRIPTION FOR:

Trainee

a. Occupation:

Job Code:

SVP Code:

b. Job Description:

Other duties as assigned by the Employer.

3. TRAINING PLAN:

- a. Training shall follow the outline set forth below and shall be accomplished in accordance with the needs of the Employer and the trainee.
- b. Describe below each task in which the trainee is to be instructed. (Specify number of hours of instruction for each task.):

TRAINING SHALL CONSIST OF:

Total Training:

Training Methods: Training shall be provided by demonstration, verbal instruction, video, as well as hands-on training.

Competencies: The company HR manager / or supervisors will evaluate that the training, as outlined above, is provided within the term of this Agreement.

4. EMPLOYER INFORMATION:**a. NAME OF EMPLOYER:**

Address:

Phone:

Email:

b. NAME OF CONTACT PERSON WHO WILL BE RESPONSIBLE FOR THE OPERATION OF THE OJT AGREEMENT:

Name:

Address:

Phone:

c. PERSON AUTHORIZED TO SIGN THIS OJT AGREEMENT AND INVOICE:

Name:

Title:

d. ADDITIONAL PERSON(S) AUTHORIZED TO SIGN INVOICES:

Signature

Name Typed

Title

Signature

Name Typed

Title

e. FEDERAL EMPLOYER IDENTIFICATION NUMBER:**f. STATE EMPLOYER IDENTIFICATION NUMBER:****g. INSURANCE CARRIER PROVIDING WORKER'S COMPENSATION:**

Name:

Policy Number:

Expiration Date:

Verified by:

Date:

h. LOCATION WHERE TRAINING WILL TAKE PLACE:

Address:

i. COLLECTIVE BARGAINING AGENCY CERTIFICATION:

Name of Collective Bargaining Agency:

Address:

Name and Title of Authorized Representative:

5. **EMPLOYER ASSISTED BENEFITS:**

Select all benefits the employer provides.

Social Security
 Vacation
 Sick Leave
 Health Insurance (Employee)
 Health Insurance (Dependents)
 Dental Insurance (Employee)
 Dental Insurance (Dependents)
 Vision Insurance (Employee)
 Vision Insurance (Dependents)
 Retirement Plan

List any additional benefits or information here:

EEDD RESPONSIBILITIES

6. To recruit all trainees to the Program upon a job order(s) issued by the employer. All hires shall be certified program eligible by the EEDD.
7. The EEDD shall, on a monthly basis, reimburse the Employer for all costs identified in this Agreement. Employer shall submit to the EEDD an invoice of expenditures, along with trainee's time and attendance records within ten (10) working days of each month following the month of expenditure. Upon review and approval of the invoice and records, the EEDD shall pay the amount of the invoice.

Reimbursement of the trainee's hourly rate shall only be for actual hours worked as set forth on Page 1, "Scheduled rate of trainee pay".

8. The EEDD reimbursement shall not exceed the total number of training hours or the total dollar amount of OJT hours to be reimbursed whichever occurs first.

Reimbursement to the Employer shall be based on the percentage shown on page 1 of this agreement and shall not exceed the salary or wages paid to the trainee while in training (i.e., the trainee works a normal work week of 40 hours and then works an additional 8 hours. Reimbursement would be based on 48 hours worked for that week at the percentage called for in this Agreement). Shift differentials are not eligible for reimbursement.

EMPLOYER RESPONSIBILITIES

9. Any cost incurred by the employer of trainee without the written approval of the EEDD shall be disallowed and shall be the sole responsibility of the Employer or the trainee.
10. Employer assures that OJT payments are for reimbursement for the extraordinary costs associated with training.
11. Employer assures that trainee shall not be required to work in any location which is affected by a labor dispute.
12. Employer shall ensure that the work-site meets health and safety standards established by Federal and State Laws.
13. Employer shall ensure that each trainee is provided with Workers' Compensation coverage and with safety instructions and equipment necessary for reasonable protection against injury and damage.
14. Employer shall have a grievance procedure relating to the terms and conditions of employment and inform the trainee of the grievance system. The trainee must be informed that he or she may appeal the decision of the Employer with EEDD during the term of this Agreement.
15. Employer shall make a good faith effort to retain the trainee upon completion of the training period. The Employer shall contact the EEDD within two working days of a trainee's negative termination. The Employer shall make every effort to counsel the trainee prior to termination to the extent feasible (i.e., the seriousness of the circumstances do not warrant immediate termination). Reimbursement requests on the final invoice for unanticipated terminations must be accompanied by signed timesheets or front and back copies of canceled checks for the reimbursement period. Employers exhibiting a pattern of failure to provide long-term employment after OJT completion date shall be prohibited from receiving future OJT trainees.
16. Either party may terminate the Agreement by a 10 day written notice to each other. In such an event, Employer shall receive as full payment the agreed cost for all wages paid to the training prior to the termination.
17. Employer agrees to maintain and preserve all financial, trainee attendance, trainee progress and payment records relating to the Agreement and preserve the same for five years. Employer also agrees that EEDD authorized representative(s) may conduct site visits and interview trainees. Employer agrees that the EEDD shall, until the expiration of five years and after final payment under this Agreement, have access to and the right to examine pertinent books, documents, papers and records of the Employer involving transactions related to this Agreement.
18. Employer assures that:
 - a. Employment of the trainee shall not result in the displacement of workers, impair existing contracts or result in the substitution of state funds for other funds.

- b. The rate of trainee compensation shall be equitable to similarly situated employees and will be no less than the prevailing wage or \$17.00 an hour.
 - c. Pay raise conditions (if applicable): If the trainee does not have a satisfactory Training Performance Evaluation, an hourly wage increase, as shown above need not be given. In the event the Employer does not provide the trainee with a raise, Employer shall inform EEDD.
 - d. Employment of the trainee shall not infringe on promotional opportunities of regular employees.
 - e. They will administer the OJT contract in full compliance and with safeguards against fraud and abuse as set forth in EEDD regulations. The Employer assures and certifies that none of its officers or employees has been convicted of fraud or misappropriation of funds within the last two years. The Employer further assures that they will report to the EEDD all allegations of related fraud, abuse or criminal activity in written form within 24 hours of occurrence.
 - f. They shall not discriminate against any trainee because of race, color, religion, sex, national origin, age, disability, marital status, or political affiliation or belief.
- 19.** The Employer shall not hire any trainee funded under this Agreement if a member of that trainee's immediate family is the Employer or a person engaged in an administrative capacity for the employer.
- 20.** The Employer shall ensure that the trainee does not participate in political activities, sectarian activities, or the promotion or deterrence of union organizing.
- 21.** The Employer shall report a measurable skills gain achieved by the trainee. Documentation of satisfactory skill development must be provided to show required progress. It can be in the form of a progress report including training reports on milestones completed as the trainee masters the required job skills, or steps to complete the on-the-job training (OJT).
- 22.** This document represents the entire Agreement between the parties hereto; no other representations shall apply or affect this undertaking.

The rights and obligations provided under this Agreement shall not be assigned or delegated without the express written consent of EEDD.

Any modification, alteration or variation of the terms and conditions of this Agreement must be in writing signed by the EEDD and the Employer. Any oral understanding or concurrence to modify this agreement shall not be allowed.

The EEDD prohibits the use of its funds to induce or encourage the relocation of a company when such relocation results in the loss of employment of any employee. EEDD also prohibits certain assistance to any relocation company for the first 120 days after the company commences operation at the new or expanded location.

THE EMPLOYER CERTIFIES, by submission of this Agreement, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any participation in this transaction by any Federal or State department or agency. The Employer shall defend, hold harmless, and indemnify the EEDD for any injury or damage to participants or third parties caused by negligence.

I certify under penalty of perjury that the information provided above is true and correct. Further, I agree to defend, hold harmless, indemnify and reimburse all training funds to EEDD for any liability resulting from a misstatement or omission of facts contained in the document.

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature: _____

Date: _____

OJT - OBJECTIVITY

CLIENT _____

EMPLOYER _____

Has this person received vocational training in that profession?

YES

1. 320 Hours or
 2. 50% of the SVP or
 3. SVP minus Training Hours Already Completed
- Whichever best meets client need based on IEP**

NO

Use Chart

Relevant Experience Percent

Relevant Experience Gap	Relevant Experience				
	1-6 mo	6 mo - 1 yr	1-3 years	3-5 years	5+ Years
1-6 months	100%	80%	60%	30%	0%
6 months - 1 yr	100%	100%	80%	60%	30%
1-3 years	100%	100%	100%	80%	60%
3-5 years	100%	100%	100%	100%	80%
5+ Years	100%	100%	100%	100%	100%

Hour Allocation By SVP

SVP	Percentage* <small>*utilizing box above</small>				
	100%	80%	60%	30%	0%
2	160	128	96	48	0
3	320	256	192	96	0
4	640	512	384	192	0
5	800	640	480	240	0
6	960	768	576	288	0
7	1040	832	624	312	0

Additional Methodology Explained:

SVP is _____ based on Onet code _____ for job title _____

NOTICE TO EMPLOYEE

Labor Code section 2810.5

EMPLOYEE

Employee Name: _____

Start Date: _____

EMPLOYER

Legal Name of Hiring Employer: _____

Is hiring employer a staffing agency/business (e.g., Temporary Services Agency; Employee Leasing Company; or Professional Employer Organization [PEO])? ☐ Yes ☐ No

Other Names Hiring Employer is "doing business as" (if applicable):

Physical Address of Hiring Employer's Main Office:

Hiring Employer's Mailing Address (if different than above):

Hiring Employer's Telephone Number: _____

If the hiring employer is a staffing agency/business (above box checked "Yes"), the following is the other entity for whom this employee will perform work:

Name: _____

Physical Address of Main Office: _____

Mailing Address: _____

Telephone Number: _____

WAGE INFORMATION

Rate(s) of Pay: _____ Overtime Rate(s) of Pay: _____

Rate by (check box): ☐ Hour ☐ Shift ☐ Day ☐ Week ☐ Salary ☐ Piece rate ☐ Commission

☐ Other (provide specifics): _____

Does a written agreement exist providing the rate(s) of pay? (check box) ☐ Yes ☐ No

If yes, are all rate(s) of pay and bases thereof contained in that written agreement? ☐ Yes ☐ No

Allowances, if any, claimed as part of minimum wage (including meal or lodging allowances):

(If the employee has signed the acknowledgment of receipt below, it does not constitute a "voluntary written agreement" as required under the law between the employer and employee in order to credit any meals or lodging against the minimum wage. Any such voluntary written agreement must be evidenced by a separate document.)

Regular Payday: _____

WORKERS' COMPENSATION

Insurance Carrier's Name: _____
Address: _____
Telephone Number: _____
Policy No.: _____
☐ Self-Insured (Labor Code 3700) and Certificate Number for Consent to Self-Insure: _____

PAID SICK LEAVE

Unless exempt, the employee identified on this notice is entitled to minimum requirements for paid sick leave under state law which provides that an employee:

- a. May accrue paid sick leave and may request and use up to 5 days or 40 hours, whichever is greater, of accrued paid sick leave per year;
- b. May not be terminated or retaliated against for using or requesting the use of paid sick leave; and
- c. Has the right to file a complaint against an employer who retaliates or discriminates against an employee for
 1. requesting or using sick days;
 2. attempting to exercise the right to use paid sick days;
 3. filing a complaint or alleging a violation of Article 1.5 section 245 et seq. of the California Labor Code;
 4. cooperating in an investigation or prosecution of an alleged violation of this Article or opposing any policy or practice or act that is prohibited by Article 1.5 section 245 et seq. of the California Labor

The following applies to the employee identified on this notice: *(Check one box)*

- ☐ 1. Accrues paid sick leave only pursuant to the minimum requirements stated in Labor Code §245 et seq. with no other employer policy providing additional or different terms for accrual and use of paid sick leave.
- ☐ 2. Accrues paid sick leave pursuant to the employer's policy which satisfies or exceeds the accrual, carryover, and use requirements of Labor Code §246.
- ☐ 3. Employer provides no less than 40 hours (or 5 days) of paid sick leave at the beginning of each 12-month period.
- ☐ 4. The employee is exempt or partially exempt from paid sick leave by Labor Code §245.5. (State exemption and subsection for exemption): _____

EMERGENCY OR DISASTER DISCLOSURE

☐ There is a state or federal emergency or disaster declaration applicable to the county or counties where the employee will work issued within 30 days before the employee's first day of employment and that may affect their health and safety during employment. (State emergency or disaster declaration and how it may affect health or safety)

ACKNOWLEDGEMENT OF RECEIPT

(PRINT NAME of Employer representative)

(PRINT NAME of Employee)

(SIGNATURE of Employer Representative)

(SIGNATURE of Employee)

(Date)

(Date)

The employee's signature on this notice merely constitutes acknowledgement of receipt.

Labor Code section 2810.5(b) requires that the employer notify you in writing of any changes to the information set forth in this Notice within seven calendar days after the time of the changes, unless one of the following applies: (a) All changes are reflected on a timely wage statement furnished in accordance with Labor Code section 226; (b) Notice of all changes is provided in another writing required by law within seven days of the changes.

OJT Amendment Form**A. General Information**

OJT Agreement Number:	
Participant Name:	
Participant ID:	
Employer Name:	
Worksite Address:	
Original OJT Start Date:	
Original OJT End Date:	
Original Job Title:	
OJT Trainer/Supervisor:	

B. Amendment Type (Check all that apply)

- ☐ Change in Start Date
☐ Change in End Date
☐ Increase/Decrease in Training Hours
☐ Change in Total Reimbursement
☐ Change in Reimbursement Rate
☐ Change in Job Title
☐ Change in Occupational Skills/Competencies
☐ Other (specify): _____

C. Description of Amendment

Provide a clear explanation of the change(s) to the original OJT Agreement or Training Plan. (Include new dates, hours, rates, skills, or other modifications as applicable.)

Description:

D. Justification for Amendment

Explain why the change is necessary and how it supports the successful completion of training or continued WIOA compliance.

Justification:

E. Revised Training Information

Training Information	Original	Revised
OJT Start Date		
OJT End Date		
Total Training Hours		
Reimbursement Rate (%)		
Maximum Reimbursement Amount (\$)		
Job Title		

F. Approvals**Employer Representative**

Name: _____

Title: _____

Signature: _____ Date: _____

Participant

Signature: _____ Date: _____

Employment Services Specialist

Name: _____

Title: _____

Signature: _____ Date: _____

Division Manager Approval

Name: _____

Signature: _____ Date: _____

G. Documentation Checklist

- ☐ Copy of original OJT Agreement attached
- ☐ Revised Training Plan attached (if applicable)
- ☐ Employer justification/supporting documents attached
- ☐ Amendment entered in CaJOBS
- ☐ Case notes updated

For Office Use Only

Date Received: _____

Date Approved: _____

Entered in CaJOBS by: _____

OJT Client Review Form

Trainee's Name

Contract #

Employer

Client Certifications

Check N or Y for each of the following:

1. Have you ever worked for this employer? **N** **Y** (If Yes, provide the following information)

Dates worked: From: _____ to _____ Job Title: _____

Summary of job duties:

2. Have you ever worked in a similar position? **N** **Y** (If Yes, provide the following information)

Dates worked: From: _____ to _____ Job Title: _____

Summary of job duties:

3. Are you related to anyone that works for this Employer and/or is an owner of this business? **N** **Y** (If Yes, provide the following information)

Name of relative: _____ Relationship: _____

I attest that the above information is true and correct to the best of my knowledge.

Trainee signature

Date

Employer Certifications

Check one option for number 1 and 2, each:

1. ☐ I attest, to the best of my knowledge, the trainee has not worked for this company.

Or

☐ I attest, to the best of my knowledge, the trainee previously worked for this company as a/an _____
from _____ to _____.

AND

2. ☐ I attest, to the best of my knowledge, the trainee is not related to another employee and/or owner of the company

Or

☐ I attest, to the best of my knowledge, the trainee is related to another employee and/or owner of the company as identified above.

Authorized Employer Signature

Date

Staff Use Only

If the trainee has worked for this employer or in a similar occupation, identify the justification for training:

Approved: ☐ Yes

☐ No

Supervisor's Signature

Date

OJT Labor Standards and Workers' Compensation Requirements

Labor Standards

OJT positions must meet the labor standards required by WIOA sec.181 (a)(1)(A) and (B) and §683.275 and be in accordance with the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)) with regards to:

- The conditions of employment, including such factors as the type of work, geographical region, proficiency of the customer, the payment of comparable wage rates and periodic increases that are the same as similarly situated employees.
- Benefits and working conditions are at the same level and extent as other employees working a similar length of time and doing the same type of work.
- Health and safety standards established under State and Federal law.
- Workers compensation benefits.
- The prohibition against using OJT funds to contribute to retirement systems or plans.
- The prohibition against the impairment of the working conditions of current employees, including those laid-off, having a reduction in hours or terminated because of the prospective OJT contract, or the impairment of the promotional opportunities of current employees.
- The prohibition against the impairment of existing contracts for services or collective bargaining agreements.
- The prohibition against the assistance, promotion, or deterrence of union organizing.
- The opportunity for applicable labor organizations to submit comments regarding WIOA funded training.
- Compliance with the Davis-Bacon Act.

Workers' Compensation Coverage

To the extent that a State Workers' Compensation law applies, workers' compensation must be provided to participants in programs and activities funded under WIOA Title I, on the same basis as the compensation is provided to other individuals in the State in similar employment (WIOA sec. 683.280). The workers' compensation carrier must be licensed to underwrite workers compensation insurance in the State of California in an amount and sum to meet all requirements of applicable Labor Codes of the State of California, which provides coverage under existing worker's compensation laws and regulations.

A copy of the employer's workers' compensation certificate of insurance must be obtained prior to entering into an OJT agreement. Workers' Compensation verification must have at a minimum the following information:

- Insurer's company name
- Insured/Employer listed as the policy holder
- Policy number
- Coverage period (OJT must be within the coverage period)
- Insurers contact information
- Amount of coverage

Attachment 8

If worker's compensation coverage expires during the OJT agreement, the ESS must obtain a copy of the renewal prior to the end of the OJT. A copy of the renewal shall be uploaded in the participant's file and addressed in the case notes.

O.J.T. Rep. _____

Phone No. _____

**EMPLOYMENT AND ECONOMIC DEVELOPMENT DEPARTMENT
OF SAN JOAQUIN COUNTY
OJT MONTHLY INVOICE**

Employer Name & Address _____

_____Invoice Period: From _____
To _____

Please mail by the 10th of the month to:

Employment and Economic Development Dept.
56 S. Lincoln Street
Stockton, CA 95203
Attn: OJT

Contract No. _____

Name of Trainee _____

Social Security No. _____

Occupation _____

I hereby certify that I have worked the number of hours indicated.

(Signature of Trainee*) _____

Hourly Wage \$ _____

Total Hours Claimed _____

I certify that the training has been provided to the trainee in accordance with provisions of the contract and the training description therein and that the above entries pertaining to reimbursement are true and correct and are supported by payroll records on file.

(Authorized Name - Type or Print) _____

(Authorized Signature) _____ Date _____

MONTH -

YEAR -

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	FISCAL USE ONLY
DATE								
HOURS								
DATE								
HOURS								
DATE								
HOURS								
DATE								
HOURS								
DATE								
HOURS								

*Reimbursement cannot be made unless this invoice is signed by the trainee, and submitted with trainee time and attendance records. Except in the case of unanticipated termination whereas, signed trainee timesheets or payroll records AND cancelled checks (both sides) will be acceptable.

OVERTIME HOURS WILL BE REIMBURSED.
Pursuant to OJT Contract.

VERIFIED FOR PAYMENT:

Original: Fiscal Contract File
2nd Copy: OJT File
3rd Copy: Fiscal
4th Copy: Employer

EEDD 2 (9/06)

Employment Services Division Manager

Date _____

TO BE COMPLETED BY FISCAL UNIT:

Total Hours Claimed _____

Wage Rate \$ _____

% of Reimbursement _____

Amount Due Employer \$ _____

(See Reverse Side for Instructions)

This invoice must be completed in its entirety to ensure prompt reimbursement.

PLEASE PRINT OR TYPE THE NAME OF THE TRAINEE AND EMPLOYER.

Please use your own payroll record in completing the invoice. Indicate the hours worked each day beginning with the first day of the month and ending on the last day of the month.

EXAMPLE:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	FISCAL USE ONLY
DATE	11/6	11/7	11/8	11/9	11/10	11/11	11/12	(leave blank)
HOURS	0	8	8	6	8	7 3/4	4	

The invoice must be signed by the trainee and the person authorized in the contract. If the trainee is not available to sign the invoice and the OJT contractor has been notified of this unavailability, a copy of the signed trainee time cards and/or payroll record and cancelled checks (both sides) will be acceptable. The OJT Contractor must be notified if the trainee misses five consecutive days of work without contacting the employer. Unless properly executed, the invoice will be returned and reimbursement delayed. If you have any questions, please call the Employment and Economic Development Department (209) 468-3500.



A proud partner of the America's JobCenter network of California

San Joaquin County WorkNet Trainee Performance Evaluation

An evaluation must accompany the monthly invoice for each employee.

This form is a sample. If your organization utilizes a different evaluation form, please feel free to use it in place of this form.

NOTE: *To ensure you receive your reimbursement in a timely manner, please submit this form with OJT invoice and time card copies by the 10th of the following month. Thank you for your cooperation.*

Month of: _____

Name of Employer: _____

Name of Employee/Trainee: _____

Job Title: _____

Contract I.D. Number: _____

1. Has the trainee's work been satisfactory? Yes ☐ No ☐
2. IF NOT, please identify area of problem: _____
3. How would you rate this Employee/Trainee:
Excellent ☐ Good ☐ Above Average ☐ Average ☐ Below Average ☐
4. Please comment on favorable or unfavorable Employee/Trainee traits?

5. Is it your intent to retain this Employee/Trainee at the completion of the On-the-Job training period Yes ☐ No ☐
6. If Employee/Trainee is ***no longer employed***, please give the last date of employment and reason. Last employment date: _____
Terminated ☐ Laid-off ☐ Quit ☐ Personal reasons ☐ Work accident ☐
7. How do you feel about this Training Agreement and your relationship with the San Joaquin County WorkNet staff? Satisfied ☐ Dissatisfied ☐

Completed by: _____ Date: _____